

**General Terms and Conditions of Business  
Carrier Kheops BAC SAS, France**

**1 General**

- 1.1** These General Terms and Conditions of Business (GTC) apply to all sales of goods, deliveries and other services (collectively also referred to “deliveries”), of Carrier Kheops BAC SAS, a TE Connectivity Ltd. company (hereinafter “TE”). Contrary conditions of the customer are not binding on TE even if the order is based upon them or if the customer refers to them on forms or in other documents.
- 1.2** TE’s GTC likewise apply to all subsequent business, even if no further reference is made to them at the time when such transactions are concluded.
- 1.3** Secondary agreements, together with amendments and additions to the agreement and TE’s GTC, are valid only if they are agreed in writing with TE.

**2 Offers, Documentation**

- 2.1** Offers of TE are always made without obligation and are valid for not more than 60 days from the date of the offer made by TE unless specifically stated otherwise in the offer.
- 2.2** No particulars given in TE’s catalogues, price lists and further documentation are binding, but are provided “as is” only. Amendments to the specifications, good designs and other changes are reserved. They may influence delivery dates and prices.
- 2.3** Drawings, documentation, samples and other materials remain the property of TE. No licenses are granted in any intellectual property rights of TE and its affiliated companies. Intellectual property rights must be respected. In particular, the duplication or disclosure of supporting materials, documents or samples, especially of materials which are protected by copyright, is prohibited without the consent of TE. On request, all such documents and samples must be returned to TE.

**3 Prices**

- 3.1** Prices are quoted in the offered currency with packaging, exclusive of VAT, and save where otherwise agreed in writing FCA TE plant/warehouse (Incoterm 2010). The location of the TE plant/warehouse is determined in the provided offer.
- 3.2** Prices are generally adjusted once each year. All agreed prices and payment terms remain valid for not more than twelve (12) months from the date of the TE offer. If costs incurred by TE, in particular raw material costs, undergo significant changes TE is entitled to request an appropriate change of the agreed deliveries prices. If the customer declines such price changes or if negotiations between the parties on such price changes do not result in a new agreed price within one month of the notice to take part in such negotiations, TE is entitled to give unilateral written notice of termination of the agreement with immediate effect and without any liability. The foregoing is without prejudice to individual orders confirmed by TE but not yet fully processed at the time notice is given. The parties are at liberty to extend the one-month negotiation period for price changes by mutual agreement in writing. TE may invoice the customer for the deliveries on or at any time after the completion of delivery.

**4 Delivery Lead-Times, Part-Delivery, Force Majeure**

- 4.1** TE shall make the deliveries to the location set out in the order confirmation or to such other location as the parties may agree at any time after TE notifies the customer that the delivery is ready.
- 4.2** If the delivery lead-time is indicated as a period (and not as a specific date) it begins upon the date of the written order confirmation based on the unchanged offer.
- 4.3** Every delivery lead-time shall be suitably extended if required information or documents are not received in due time by TE, if these are subsequently amended by the customer with the consent of TE or if a down payment is received late. Time of delivery is not of the essence.
- 4.4** If failure to comply with the delivery lead-time is not caused by the sole fault of TE, the customer shall not derive from that fact a right to withdraw from the agreement or to waive delivery or seek compensation. For the rest, the limitation of liability stated in Sec. 10 shall apply.

**4.5** In the event of force majeure or other exceptional events for which TE is not responsible (including strikes) which make delivery impossible or substantially more difficult, TE may restrict or suspend the delivery for the duration of such obstacle or withdraw from the agreement. Force majeure includes, but is not limited to, war, unrest, rebellion, acts of sabotage and similar events, strikes or other industrial conflicts, newly enacted laws and regulations, delay caused by actions or omissions on the part of a government/authorities, fire, explosion or other unavoidable events, flood, storm, earthquake or other exceptional natural events. Under no circumstances shall TE be held liable for claims related to non-performance, improper performance or belated performance of contractual obligations that are caused by a force majeure event or other exceptional event such as defined herein.

**4.6** TE shall have no liability for any failure to deliver the goods to the extent that such failure is caused by the customer's failure to provide TE with adequate delivery instructions or any other instructions which are relevant to the delivery.

**4.7** Part-deliveries are permitted. In the case of long-term supply contracts each part-delivery shall be regarded as a separate transaction. The impossibility of making a part-delivery or delay in effecting a part-delivery does not entitle the customer to withdraw from the whole agreement or to claim any compensation over and above any or any portion of such sums which have been paid in advance to TE.

## **5 Dispatch, Acceptance of the goods by the Customer**

**5.1** If acceptance is either delayed or rendered impossible for reasons for which TE is not responsible, TE is entitled to store the goods for the account and at the risk of the customer on its own premises or with third parties. The relevant obligations of TE shall then be deemed to have been performed.

**5.2** If the customer does not announce his requirements in good time, the goods will be packaged for transport by road. The standard TE packaging consists of cartons which are not suitable for stacking.

## **6 Documents, Payment, Offsetting, Interest on Late Payment**

**6.1** If the goods are picked up by a carrier or another 3<sup>rd</sup> party or if the goods are picked up by the customer at the TE location or if TE delivers the goods to a cross-dock, the customer is obliged to make available to TE copies of the transportation documents as well as, in case the goods are exported from the EU, copies of the customs documents within one month from when the goods have been picked-up or from when the goods have arrived at the cross-dock respectively. If within the above time frame the customer has not provided the required documents, TE reserves the right to charge possible VAT as well as, other expenses resulting from this.

**6.2** At any point in time during the contractual relationship, the customer is obliged to ensure that TE is notified of the correct and valid VAT identification number of the part of the enterprise (main company/branch office) under which the goods or services are ordered from TE.

**6.3** A breach of the customer's payment obligations shall be deemed a condition breach that entitles TE to terminate any deliveries. All invoices are payable net within 30 days after the invoice date. Different agreements may be reached between the parties.

**6.4** Offsetting of counter-claims of all kinds is excluded, save where such counter-claim is not contested or is finally awarded.

**6.5** Where several claims are outstanding, TE is entitled to decide which particular claims are settled by the customer's payments.

**6.6** The withholding or reduction of payments because of complaints is permitted only with the express written consent of TE.

## **7 Late Performance by the Customer**

**7.1** If the customer is late in making a payment, either in whole or in part, or if circumstances seriously jeopardising the customer's financial health become known, all payment obligations existing in relation to TE, including those arising from other contracts, shall fall due for immediate settlement. Payments made by bills will not be accepted.

**7.2** In the event of late payment by the customer, TE, without prejudice to its other statutory and contractual rights, may decline in whole or in part to make further deliveries under this or any other contract or make them dependent upon an advance payment or provision of surety.

## **8 Retention of Title; Risk of Loss**

The goods which have been sold remain the property of TE until full payment of the sale price has been received in cleared funds at which point title shall pass from TE to the customer; provided that risk of loss

for the goods passes to customer upon delivery of such goods to customer. Prior thereto, TE bears the risk of loss with respect to such goods. If the customer fails to fully meet his payment obligation, he thereby acknowledges the right of TE to require immediate return of the goods concerned and to arrange for the refund of any installment payment already received and without prejudice to any other remedy available to TE at law or in equity. If before title to the goods passes to the customer the customer becomes subject to any of the events listed in Section 11.2, then, without limiting any other right or remedy that TE may have TE may at any time require the customer to deliver up all goods in its possession which have not been resold, or irrevocably incorporated into another product; and if the customer fails to do so promptly, enter any premises of the customer or of any third party where the goods are stored in order to recover them.

## **9 Warranty**

- 9.1** The warranty period is two years calculated from the date of transfer of risk. TE makes no express or implied warranty extending beyond the TE good specifications or agreed good specifications. In no case does the warranty of TE extend to merchantability or fitness for a particular purpose. TE's legal warranty for inherent vice and hidden defects provided for by Article 1641 and following of the French Civil Code is expressly excluded.
- 9.2** TE must be notified of any defects in the goods without delay in writing. Obvious defects must be reported within five working days from the date of delivery. Hidden defects must be reported immediately but no later than within five working days from the date when they were detected or should upon reasonable inspection have been detected. If this is not done, the customer shall forfeit all claims arising out of the warranty.
- 9.3** In the event of defective performance, TE shall, at its option, either provide a replacement free of charge or effect repairs or grant an appropriate price reduction.
- 9.4** Complaints regarding part-deliveries do not entitle the customer to decline performance of the whole contract by TE.
- 9.5** TE shall not be liable for the deliveries' failure to comply with any applicable warranty in any of the following events: the customer makes any further use of such deliveries after giving notice in accordance with Section 9.3; the defect arises because the customer failed to follow TE's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the goods or (in the event that there are none) good trade practice regarding the same; the defect arises as a result of TE following any drawing, design or specification supplied by the customer; the customer alters or repairs such goods without the written consent of TE; the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or the goods differ from their description and/or specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 9.6** These conditions shall apply to any repaired or replacement goods supplied by TE.

## **10 Liability**

- 10.1** In the event that the goods were designed or developed in whole or in part by the customer, the customer agrees to settle or defend any suit or proceeding brought against TE insofar as such suit or proceeding is based on a claim that any good constitutes direct infringement of any issued patent or any other intellectual property right. The customer shall pay all damages and costs finally awarded therein against TE, provided the customer is furnished a copy of each communication, notice or other action relating to the alleged infringement and is given all authority (including the right to exclusive control of the defense of any suit or proceeding), information and assistance reasonably necessary to settle or defend such suit or proceeding. The customer's obligations hereunder shall not apply to any alleged infringement occurring after TE has received notice of such alleged infringement unless the customer thereafter gives TE express written consent for such continuing alleged infringement. If infringement is alleged prior to completion of delivery of a good, at its sole discretion TE may decline to make further shipments without being in breach of the GTC.
- 10.2** FOR PURPOSES OF THIS SECTION 10, "CUSTOMER GROUP" SHALL MEAN CUSTOMER AND ITS AFFILIATES, AGENTS, ANY ENTITY WITH WHOM CUSTOMER HAS AN ECONOMIC INTEREST WITH RESPECT TO THE DELIVERIES AND/OR GOODS, INCLUDING CONTRACTORS AND SUBCONTRACTORS (OF ANY TIER, BUT EXCLUDING MEMBERS OF TE GROUP), AND THEIR RESPECTIVE SUCCESSORS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PERMITTED ASSIGNS, AND REPRESENTATIVE. FOR PURPOSES OF THIS SECTION 10, "TE GROUP" SHALL MEAN TE AND ITS AFFILIATES AND CONTRACTORS AND

SUBCONTRACTORS (OF ANY TIER) AND THEIR RESPECTIVE SUCCESSORS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PERMITTED ASSIGNS, AND REPRESENTATIVES. THE CUSTOMER WILL BE RESPONSIBLE FOR AND WILL RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS TE GROUP FROM AND AGAINST ALL LOSSES OR DAMAGES IN RESPECT OF, ARISING OUT OR RESULTING FROM DELIVERIES AND/OR PERFORMANCE OF GTC, INCLUDING, BUT NOT LIMITED TO: (A) A MATERIAL BREACH OR NON-FULFILLMENT OF ANY REPRESENTATION, WARRANTY OR COVENANT SET FORTH IN THE GTC BY A MEMBER OF THE CUSTOMER GROUP; (B) LOSS OF OR DAMAGE TO THE PROPERTY OF THE CUSTOMER GROUP, WHETHER OWNED OR LEASED BY ANY MEMBER OF THE CUSTOMER GROUP; (C) PERSONAL INJURY, INCLUDING DEATH OR DISEASE, TO ANY MEMBER OF THE CUSTOMER GROUP; AND (D) ANY POLLUTION OCCURRING ON THE PREMISES OF THE CUSTOMER GROUP OR EMANATING FROM THE PROPERTY OR EQUIPMENT OF THE CUSTOMER GROUP (INCLUDING BUT NOT LIMITED TO MARINE VESSELS), INCLUDING ANY POLLUTION OR CONTAMINATION EMANATING OR ORIGINATING FROM A RESERVOIR AND/OR WELL THAT FLOWS THROUGH GOODS, WHETHER ABOVE OR BELOW SURFACE, AND ANY CLAIMS RELATED TO FINES, PENALTIES, NATURAL RESOURCE DAMAGE ASSESSMENTS, THIRD-PARTY DAMAGES (INCLUDING BUT NOT LIMITED TO ECONOMIC LOSS, PERSONAL INJURY AND DEATH, PROPERTY DAMAGE, LOSS OF HOLE, DAMAGE TO THE FORMATION OR STRATA, LOSS OF OR DAMAGE TO PROPERTY RIGHTS IN OIL AND OTHER MINERALS) AND THE CONTROL (INCLUDING COSTS IN REGAINING CONTROL OF A WILD WELL), REMOVAL, AND CLEANUP OF ANY POLLUTION OR CONTAMINATION.

**10.1** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, ALL INDEMNITIES CONTAINED IN SECTION 10 WILL APPLY IRRESPECTIVE OF CAUSE AND NOTWITHSTANDING THE NEGLIGENCE (WHETHER ACTIVE, PASSIVE, SOLE, JOINT, OR CONCURRENT) OR BREACH OF DUTY OF ANY DEGREE (WHETHER STATUTORY OR REGULATORY, CONTRACTUAL, COMMON LAW, OR OTHERWISE) OF TE AND WILL APPLY IRRESPECTIVE OF ANY CLAIM IN TORT (EXPRESSLY INCLUDING NEGLIGENCE), PRODUCTS LIABILITY, STRICT LIABILITY, PERTAINING TO LOADING AND UNLOADING, UNDER CONTRACT OR OTHERWISE AT LAW, BUT WILL NOT APPLY TO CLAIMS, LOSSES, DAMAGES, COSTS (INCLUDING LEGAL COSTS), EXPENSES AND LIABILITIES CAUSED BY (I) THE GROSS NEGLIGENCE OR THE WILLFUL MISCONDUCT OF THE TE; OR (II) BAD FAITH FAILURE TO COMPLY WITH ANY OF TE'S OBLIGATIONS SET FORTH IN THIS AGREEMENT. THE CUSTOMER DOES NOT EXCLUDE OR LIMIT ITS LIABILITY TO THE EXTENT THE SAME MAY NOT BE EXCLUDED OR LIMITED AS A MATTER OF LAW.

**10.2** EXCEPT FOR OBLIGATIONS TO MAKE PAYMENT UNDER THIS AGREEMENT, LIABILITY FOR INDEMNIFICATION, LIABILITY FOR BREACH OF CONFIDENTIALITY, OR LIABILITY FOR INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT SHALL EITHER PARTY OR ITS REPRESENTATIVES BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOSS OF USE, BUSINESS DELAYS, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT THE OTHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (STATUTORY, REGULATORY, COMMON LAW, CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

**10.3** CUSTOMER'S OBLIGATIONS CONTAINED IN SECTION 10 SHALL EXTEND TO, INURE TO THE BENEFIT OF, AND BE ENFORCEABLE BY TE AND TE GROUP.

## **11 Termination**

**11.1** If the customer becomes subject to any of the events listed in this Section 11.1, TE may terminate the contract with immediate effect by giving written notice to the customer. For the purposes of Section 11.1, the relevant events are: the customer suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, the customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors; (being a company) a petition is filed, a

notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the customer, other than for the sole purpose of a scheme for a solvent amalgamation of the customer with one or more other companies or the solvent reconstruction of the customer; (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the customer; a person becomes entitled to appoint a receiver over the customer's assets or a receiver is appointed over the customer's assets; a creditor or encumbrancer of the customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; any event occurs, or proceeding is taken, with respect to the customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above; the customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; the customer's financial position deteriorates to such an extent that in TE's opinion the customer's capability to adequately fulfill its obligations under the contract or order has been placed in jeopardy.

- 11.2** Without limiting its other rights or remedies, TE may suspend provision of the goods under the contract, order confirmation or any other contract between the customer and TE if the customer becomes subject to any of the events listed in Section 11.1, or TE reasonably believes that the customer is about to become subject to any of them, or if the customer fails to pay any amount due under this contract on the due date for payment. On termination of the contract for any reason the customer shall immediately pay to TE all of TE's outstanding unpaid invoices and interest. Termination of the contract, order or delivery however arising, shall not affect any of the parties' rights, remedies, obligations and liabilities that have accrued as at termination. Clauses which expressly or by implication survive termination of the contract shall continue in full force and effect.

## **12 Intellectual Property Rights**

TE or its affiliated companies are and remain the owners of all intellectual property rights. In the case of orders whose performance includes development services, TE is the sole proprietor of the development results including, but not limited to, all concepts, drawings, samples, ideas, software, documentation and all other material, together with all intellectual property rights relating thereto or filed thereon. Rights of use or licenses for the customer in the developing result or in intellectual property rights are not granted either implicitly or explicitly.

## **13 Trademarks**

Trademark rights of TE or of companies affiliated to it are not transferred with the purchased object. The acquisition of goods identified with trademarks of TE or with trademarks of its affiliated companies does not mean the acquisition of rights in such trademarks or the right to use them independently of the acquired good. To acquire such rights, a separate trademark right agreement must be concluded.

## **14 Confidentiality**

The customer must keep secret all confidential information received from TE in the context of the business relationship and refrain from disclosing it to third parties.

## **15 Invalidity, Severability**

Should any provision or part provision of these GTCs be or become invalid, illegal or unenforceable it shall be deemed to be modified to the minimum extent to make it enforceable. If modification is not possible that provision or part provision will be deemed deleted. Any modification or deletion shall not affect the validity of the other provisions. The invalid provision or part provision shall be replaced by a modified provision which as far as possible satisfies the same legal, economic and originally intended purpose.

## **16 Miscellaneous**

- 16.1** The Customer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the contract without the prior written consent of the supplier.

- 16.2** A waiver of any right or remedy under the contract or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single

or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

- 16.3** A person who is not a party to the contract shall not have any rights to enforce its terms. Except as set out in these conditions, no variation of the contract, including the introduction of any additional terms and conditions, shall be effective unless it is in writing and signed by TE.
- 16.4** The place of performance for the performance by the customer or by TE is **Allonnes, France**.
- 16.5** Legal relations between TE and the customer shall be governed solely by **French law** to the exclusion of the conflict of laws principles. The Vienna Purchasing Convention (United Nations Convention on Contracts for the International Sale of goods, 11 April 1980 (CISG)) is hereby specifically excluded. Rights accruing to TE on the basis of statutory provisions are not affected by these GTC.
- 16.6** All disputes arising out of the contractual relationship, relating to it or affecting its validity or the validity of these GTC of Business shall fall within the sole jurisdiction of the courts at the place where TE has its registered office.