

**TE Connectivity Italia Distribution S.r.l.**

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**General Terms and Conditions of Business
TE Connectivity Italia Distribution Srl****1. General notes**

1.1. These General Terms and Conditions (GTC) shall apply to all sales, supplies and other services to customers ("Customer") by TE Connectivity Italia Distribution Srl ("TE Connectivity" or "TE") (together "Parties"). TE and Customer agree that these Terms and Conditions shall be binding on both Parties and shall exceed and replace any other term or condition applied by Customer which shall renounce it even if it forms the basis of the order or if reference is made thereto in forms or other documents of the Customer.

1.2. The GTC of TE shall apply likewise to all subsequent transactions, including in the event that no reference is made thereto again at the time of the conclusion thereof.

1.3. Any ancillary agreements or amendments and supplements to the contract and GTC of TE shall be valid only if agreed in writing with this latter, with express reference to the amended clause of the GTC.

2. Proposals and documentation

2.1. TE's proposals shall not be binding and shall have a maximum validity of 60 days as from the date of the proposal, unless otherwise expressly indicated in the proposal.

2.2. All information contained in the catalogues, price lists and other documentation of TE shall be subject to gradual changes in terms of specifications, design, products and other alterations which may affect the delivery terms and prices. Customer shall be bound to consult the latest version which shall be the only binding version for both Parties.

2.3. Drawings, documentation, forms and every other document shall remain the property of TE. No right of use is granted for the industrial property rights of TE and its associated companies. The industrial property rights shall be respected. In particular, the reproduction and transmission to third parties of documents or forms, in particular documents protected by copyright, is prohibited without the prior written agreement of TE. Upon request, all these documents and forms shall be returned to TE.

3. Prices

3.1. Unless otherwise agreed in writing, prices shall be deemed to be in the currency indicated in the proposal, including packaging, exclusive of VAT and ex works at the corresponding factory/warehouse of TE resulting from the delivery note.

3.2. As a rule, prices shall be updated annually. All the prices and payment terms agreed shall remain valid for the periods indicated in the proposal by TE and Customer or, failing this, for six (6) months at the most from the date of the proposal from TE. Should the costs incurred by TE, in particular the costs relating to raw materials, undergo changes exceeding the 5%, TE shall be entitled to request a change to the prices agreed for the products in an equal percentage. The change to the prices shall enter into force for deliveries made 30 days after written communication of the change. Should the Customer refuse these price changes or, following the invitation to negotiate, should the Parties fail to agree on a new price within one month, TE shall be entitled to terminate the contract in writing with immediate effect, with the right to suspend the deliveries of the orders not yet dispatched. TE is not accountable for the consequences of this decision in any way. The Parties shall be free to extend of one month the term stipulated for the negotiations on price changes, in writing.

4. Orders, delivery dates, partial delivery and force majeure

4.1. Orders shall be transmitted to TE in writing, including via fax or the Internet, specifying in each the number of parts and place of delivery if other than the head office/warehouse of TE, as well as the delivery dates. Orders relating to products manufactured in series may be cancelled or amended by the Customer up to 30 days prior to the date stipulated for delivery and Customer shall pay to TE costs arising in relation to the orders above. In the case of a revocation, arriving up to 60 days prior to the date planned for the delivery, of orders relating to products made specifically for the customer not in series, Customer shall be charged a cost of 50% of the supplies of parts and 70% of the supplies of machinery; in the event of a later revocation, Customer shall be charged the entire amount of the supply. In the case of the failure to collect or delayed collection of the goods ordered, Customer shall be charged for this, by way of a penalty, 60 days as from the agreed delivery date. The order shall be deemed accepted only on receipt of the order confirmation from TE.

Should the delivery date correspond to a span of time (and not to a specific date), this shall begin to run as from the date of written confirmation of the order by TE.

TE Connectivity Italia Distribution S.r.l. is "a TE Connectivity Ltd. Company"

Capitale Sociale € 7.300.000 interamente versato

Cod. Fisc. / P. IVA / N° Iscrizione del Reg. delle Imprese di Torino 00482680014

Società con socio unico e soggetta a direzione e coordinamento di TE Connectivity Ltd



4.2. Each delivery date shall be extended for a suitable period if TE has not received, in due time, information or documents required, if these are amended by the Customer later with the agreement of TE or if a payment instalment is delayed.

4.3. Should the failure to comply with a delivery date not be attributable solely to the fault of TE, the Customer shall not be entitled to withdraw from the contract or to waive the supply or to request any compensation for loss. Besides, the limitation of liability shall apply as provided for in clause 10.

4.4. In the event of force majeure or in the case of other exceptional events outside its control (including strikes), making the delivery impossible or extremely difficult, TE may limit or halt the supply as long as the obstruction lasts or withdraw from the contract. "Cases of force majeure" shall include inter alia: war, riots, insurrections, acts of sabotage or similar events, strikes or other forms of trade-union struggle, promulgation of new laws and orders, delays consequent upon actions or omissions of a government or its authorities, fire, explosion or other unavoidable events, flood, hurricane, earthquake or other exceptional natural events. In no case of force majeure may TE be considered responsible for services not provided, provided irregularly or delayed.

4.5. Partial supplies shall be permitted. In the case of continuous supply contracts, each partial supply shall be deemed an operation in itself. Should a partial supply be impossible or take place late for causes not imputable to TE, this shall not entitle the Customer to withdraw from the entire contract, suspend payments for the remaining part of supply or claim compensation for loss.

5. Dispatch and taking delivery of the goods by the Customer

5.1. Should the act of taking delivery be delayed or be impossible for reasons not attributable to TE, this latter shall be entitled to store the goods in its premises or those of third parties, at the cost and risk of the Customer. In this way, the relative obligations of TE shall be deemed fulfilled.

5.2. Should the Customer fail to communicate its own instructions in due time, the goods shall be packaged as planned for road transport. The standard packaging of TE is in non-stackable boxes. TE reserves the right not to accept any special packaging requested by the Customer.

6. Documents, payment, compensation and default interest

6.1. Should TE supply products to a cross-dock from which [the products] are transferred to the place of final destination in another country by the Customer, the Customer shall be obliged to make available to TE copies of the transport documents as well as copies of the Customs documents, in the event that the goods are exported from the European Union, within one month as from arrival of the goods at the cross-dock.

6.2. At any time during the contractual relationship, the Customer shall be bound to guarantee that the correct, valid VAT number of the corporate party (main company/subsidiary) that ordered goods or services from TE, is communicated to this latter.

6.3. All invoices must be settled net within 30 days. This shall be without prejudice to other written agreements between the Parties.

6.4. Compensation of amounts of any kind shall be excluded, unless the counterclaim is accepted in writing by TE or established by a decision that has become *res iudicata*.

6.5. Should there be several outstanding amounts receivable, TE shall be entitled to establish which of these have been extinguished by payments from Customer irrespective of the charging of this latter.

6.6. Payments may be negotiated or reduced as a result of complaints only with the express written agreement of TE.

6.7. In the event of a delayed payments, Customer shall be charged the interest provided in Legislative Decree No. 231 of 9 October 2002.

7. Customer default and insolvency

7.1. Should the Customer default on an entire payment or part thereof, all the payment obligations existing with regard to TE shall become payable immediately, including those deriving from other contracts. The same shall apply if the Customer were to suspend its payments, if the start of composition, winding-up, bankruptcy or similar proceedings were requested or decided with regard to its assets or if other circumstances were determined which threaten to cause the insolvency of the Customer.

7.2. In the event of a payment delay by the Customer, TE may suspend/refuse to effect the other supplies already ordered, in full or in part, until full payment of the amount owing or may subordinate these to a payment in advance or provision of a guarantee, without prejudice to its other legal and contractual rights.



8. Reservation of ownership

The goods sold shall remain the property of TE until receipt of full payment of the selling price. Should the Customer fail to fulfil its payment obligation in full, TE is entitled to request the immediate return of the goods not paid.

9. Warranty

9.1. The warranty shall last two years as from the delivery of product.

9.2. TE shall not issue explicit or tacit warranties of any kind exceeding the standard features of the TE product. Under no circumstances shall TE's warranty relate to suitability for the market or use for a specific purpose.

9.3. Any defects of the goods must be communicated to TE immediately in writing. This warranty doesn't include obvious defects. Hidden defects must be notified as soon as they are determined or it has been possible to determine them and, in any case, within and not later than 8 days as from that time. Failing this, the Customer shall lose all rights deriving from the warranty.

9.4. In the case of a defective supply, TE shall at its option replace or repair the goods free of charge without delay or grant a suitable price reduction. Should the goods still be defective, despite the replacement or repair, the Customer may ask for a suitable price reduction up to the 50% thereof. Further claims from Customer are expressly excluded, particularly with regard to the termination of the contract, irrespective of the legal title on the basis of which they are asserted. Besides, liability shall be limited in accordance with the provisions of clause 10.

10. Liability

10.1. Insofar as this is permitted by law, TE's liability is limited, in any case, to compensation for direct loss (that is, re-installation or product replacement costs, selection costs and direct labour costs, with the exception of any recall costs) – even if liability derives from an infringement of industrial property rights. Any liability for indirect or consequential loss, including loss of earnings, but not limited thereto, shall be excluded. TE shall answer only for the loss which it has caused following its gross negligence at least.

10.2 Under no circumstances shall TE answer for an amount exceeding the value of the supply concerned.

11. Protection rights

TE or its associated companies are and shall remain holders of all industrial property rights related and connected to the object of TE services. In the case of orders, the execution of which involves development activities, TE shall be the sole owner of the results of these activities including, inter alia, all projects, drawings, models, ideas, software, documentation and all other documents as well as all the relative industrial property rights which refer thereto and have been filed in this regard. Neither rights of use or licences with regard to the industrial property rights nor the results of the development shall be granted to the Customer, neither implicitly nor explicitly.

12. Trade marks

Rights in respect of a trade mark of TE and its associated companies shall not be transferred with the item purchased. The purchase of products with the trade marks of TE and its associated companies shall not mean the purchase of the rights over the aforesaid trademarks nor the right to use them independently of the product purchased. The only way to purchase these rights would be to draw up a separate written agreement in this respect.

13. Confidentiality

13.1 The Customer undertakes to keep secret and not to disclose to third parties the confidential information received from TE within the framework of the business relationship.

13.2 Are confidential information ("Information") all the information, data, drawings, trade secret, know-how, project and calculation methods, production process, hardware and software and part thereof, related to TE activity and that are transferred to Customer, in written or not, or otherwise received by this latter in execution of this agreement.

13.3 Information of public domain or received by Customer from a third party authorized by TE are not considered Information.

13.4 With no prejudice of law provisions and Judicial Authority orders, Customer shall:

(i) use Information only in and for the execution of this agreement;

(ii) not copy, reproduce, disclose the Information to third parties, complying the highest level of confidential and security measures on using data, information, documents and procedures related to products supplied by TE;

(iii) use TE name and trademarks only for the execution of this agreement and within the limits provided by the art. 12 above;



- (iv) return to TE, following its written or oral request, or destroy, following TE written request, all collected Information, that remain exclusive property of TE;
- (v) to inform TE without delay about any order of obligation of Information disclosure received by Customer from Judicial Authority.

14. Invalidity and partial nullity

Should a clause of these GTC be or become invalid, this shall not prejudice the validity of the remaining clauses. The invalid clause must be replaced with a valid one which fulfils the same original, legal and economic purpose, as far as possible.

15. Code of Ethics and Legislative Decree 231/2001

TE Connectivity has implemented a comprehensive compliance management system throughout the company, including policies and procedures for anti-corruption, business partner management and other topics, as shown in TE Guide to Ethical Conduct, and is committed to complying with all applicable laws, including, but not limited to, the British Bribery Act and the Foreign Corrupt Practices Act.

In addition to the Code of Ethics, TE Connectivity Italia Distribution Srl has adopted an Organization, Management and Control Model pursuant to Legislative Decree 231/01 ("Model 231") with the aim of preventing the commission of the offenses covered by the Decree itself.

TE expects Customer to be aware and to comply to the provisions of Legislative Decree 231/2001 as well as to carry out its activities in a manner suitable for avoiding the occurrence of relevant conduct pursuant to the same, in addition Customer shall be familiar and comply with TE Connectivity Group's Code of Ethics also available on the Group's website at the following link <https://www.te.com/usa-en/about-te/our-company.html>

16. Place of performance, applicable law and competent court of jurisdiction

16.1 The place of performance for the services of the Customer is Collegno (TO), Italy.

16.2 The legal relationship between TE and Customer is governed by Italian law only. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG)¹ adopted in Vienna on 11 April 1980 is expressly excluded. These GTC shall not prejudice the rights due to TE on the basis of legal provisions.

16.3 For all disputes which might derive from the contractual relationship, in relation thereto or regarding the validity and performance thereof or of these GTC, the sole and mandatory competent court of jurisdiction shall be that of Turin, Italy.

TE Connectivity Italia Distribution Srl

The Customer
Title
Stamp

We hereby declare that we have paid particular attention to the following General Terms and Conditions

- 2.2 Variation of TE's catalogues conditions**
- 3. Prices**
- 4. Orders cancellation or variation, delivery dates, partial delivery, force majeure and waive of withdrawal right**
- 5. Delayed taking delivery and packaging**
- 6. Payment, compensation, claims and default interest**
- 7. Customer default and insolvency**
- 8. Transfer of ownership / transfer of risks**
- 9. TE warranties**
- 10. TE liability limitation**
- 15. Code of Ethics and Legislative Decree 231/2001**
- 16. Place of performance, applicable law and competent court of jurisdiction**

For the Customer
Title
Stamp

¹ Translator's note: no mention of "international" in original Italian although this is the correct name of the UN Convention.