

General Delivery and Payment Terms and Conditions of COMPONEX ELECTRONICS Limited Liability Company

1. § Scope

Each current and future delivery and service of COMPONEX ELECTRONICS Limited Liability Company (hereinafter COMPONEX) will only be provided in accordance with this General Delivery and Payment Terms and Conditions. Any different terms of the contracting party shall only be valid if COMPONEX expressly acknowledges them in writing.

2. § Contracting

The offers of COMPONEX are non-committal and are compiled assuming on-time deliveries to COMPONEX. The orders of customers are binding offers acknowledged by COMPONEX when sending a written order confirmation or shipping the ordered goods at an invoiced final price. Any oral statements, product descriptions or service-related data, etc. do not provide any guarantee or result in a quality agreement, unless COMPONEX expressly confirms them in writing. Some minor deviations from product data are allowed if it can be expected from the customer.

3. § Prices

Any price data of COMPONEX including that of order confirmation are non-committal. COMPONEX reserves the right to increase prices when purchase costs or any costs affecting the selling price go up.

4. § Transportation, passing of risk, partial consignment, returning goods (RMA)

Unless otherwise agreed, each shipment of COMPONEX is covered by insurance and the customer shall pay any transport costs over and above the purchase price.

Reserving any other possible rights of COMPONEX any delivery becomes completed when the goods are handed over to the customer and the risk is passed on at that time. COMPONEX will choose the freight forwarder and the transport route if the customer fails to determine them. COMPONEX will endeavour to consider, as far as possible, the delivery date preferred by the customer when determining the dispatch of goods and delivery date. COMPONEX is entitled to deliver partial consignments. Any transportation of a quantity smaller than that specified in the order shall not relieve the customer from its obligation to receive the goods and to pay. Any delay in delivering some partial consignment shall not entitle the customer to cancel other partial consignments.

The orders of standard goods (standard products) cannot be modified or cancelled or the delivery date cannot be postponed without COMPONEX's approval; COMPONEX will decide, at its sole discretion, on that approval. COMPONEX reserve the right to decide, at its sole discretion, on selling goods to its customers. Notwithstanding any other provisions of these terms and conditions, the orders placed on special, customer-specific, value-added or other non-standard products and services including set of parts to be collected to the customer and the goods of manufacturers not included in COMPONEX's list of manufacturers and the semi-finished products or other goods and services qualified as NCR or „non-cancellable“ or „non-returnable“ (special products) cannot be cancelled and the special products cannot be returned. Goods should be returned in accordance with applicable rules of COMPONEX (RMA). COMPONEX will not accept and receive any goods incoming without a RMA number (Return Material Authorisation) given by COMPONEX in advance. The customer shall be responsible for insuring any returned goods against damages caused by transport and should wrap and pack goods accordingly. In addition, goods should be returned by paying transport costs beforehand. If goods deemed faulty by the customer are concerned, a complete and detailed description of the defect should be attached to the goods to be returned. COMPONEX will, at customer's expense, send back any goods that cannot be accepted and received in accordance with the aforementioned rules to the address of the customer.

5. § Delivery date

Assuming proper and on-time deliveries to COMPONEX, goods will be delivered on the days specified in the agreement also after the order confirmations have been issued. The delivery date should be deemed to have been observed if COMPONEX hands over the goods to the forwarding company specified in the agreement or chosen by COMPONEX so that the goods arrives at the customer in due time, if everything is progressing normally. However, COMPONEX draws customers' attention to the fact that the delivery dates given by COMPONEX should only be considered as estimated dates.

6. § Delivery problems, delay

Any conditions or events that cannot be attributed to COMPONEX but hinder deliveries or make them impossible will entitle COMPONEX to postpone deliveries during the period affected and to determine an appropriate starting time. If the delivery delay exceeds four weeks, both parties may cancel, partially or wholly, the contract. Unless otherwise agreed, delivery problems not attributable to COMPONEX include any force majeure events, natural disasters, actions or omissions of third parties, governmental organizations, authorities or military organizations, law amendments, shortage of materials, riots, wars, terror attacks, delivery delays and troubled or missing normal labour force or material resources. If service provision is hindered by a change in governmental or official import conditions, COMPONEX shall be entitled to terminate the contract. In this case COMPONEX, at customer's request, will conclude a new contract, which corresponds to the modified conditions, with the customer. If COMPONEX delivers late, liability shall be governed by Article 10.

7. § Reservation of proprietary rights

Until the payments of claims related to current account balance, which exist or will exist for COMPONEX against the customer for any reason, are made, COMPONEX will be entitled to the following guarantee: the goods remain the property of COMPONEX. Processing and transformation are conducted continuously for the manufacturer but COMPONEX is not subject to obligations. If COMPONEX's (co-)ownership is terminated due to a merger then it is stipulated even now that the buyer's (co-) ownership, expressed ad valorem, regarding uniform item (invoice value) will be passed to COMPONEX. In what follows any goods (co-) owned by COMPONEX will be called reserved goods.

The customer shall be entitled to process and dispose goods in normal commercial traffic as long as it fulfils payment obligations. Mortgaging or collateral transfers are not allowed. The customer shall assign all receivables derived from resale or on other ground (collateral, prohibited action) to replace reserved goods (including all claims related to current account balance) to COMPONEX right now. COMPONEX accepts this assignment. COMPONEX revocably authorizes the customer to collect, in its own name, receivables assigned to COMPONEX to COMPONEX's account. This authorization to collect may only be withdrawn if the customer fails to fulfil its payment obligations. If any third party acquires the reserved good, the customer shall draw this party's attention to COMPONEX's proprietary rights and shall inform COMPONEX without delay. If the customer commits a breach of contract including especially any default in payment or an application has been lodged for opening of bankruptcy proceedings to obtain customer's property, COMPONEX shall be entitled to take back any reserved goods or to claim for assignment of customer's rights to release against a third party. In this case the customer shall provide any data needed to collect assigned receivables to COMPONEX and shall hand over any related documents. If the value of collaterals granted to COMPONEX this way permanently exceeds the open amount of the receivables against the customer by more than ten percent, at customer's request COMPONEX shall release collaterals at customer's own discretion.

8. § Quality complaint, guarantee

The customer shall examine the goods according to Article 377 of HGB (Commercial Code) and report any possible defects/other deviations within 10 days after delivery. If the goods are inappropriate when the risk is passed on and this fact is reported in time, COMPONEX shall, at its own discretion, repair the goods subsequently or supply appropriate goods. If COMPONEX is not able or ready to do so within a reasonable time, or the subsequent performance fails for any reason, the customer may, at its sole discretion, cancel the contract or request a price reduction. If the customer suffers loss or has to pay unnecessary expenditures due to the defects of the goods supplied by COMPONEX, Article 10 comes into force. The warranty does not apply, among others,

- to the applicability of goods for a specified purpose unless the parties have expressly agreed thereon in writing,
- to any defects/faults coming into existence after the risk has been passed on, e.g. due to incorrect operation (specifications or conditions of use have not been observed) or to destruction or other external impacts,
- in case of delayed notification, or
- to any person other than the customer

9. § Warranty period

Warranty claims become invalid after 12 months. The limitation period starts on the day the goods were received by the customer or on the starting day of delay in receipt. If the manufacturers of goods undertake a longer warranty period, upon proper request COMPONEX will ensure these longer periods to the customers, provided that manufacturers give their approval.

10. § Liability

COMPONEX shall be responsible for any intentional misconduct or gross negligence of its legal representatives, employees and fulfillment partners. Any other liability of COMPONEX on any grounds (including, for example, inability, any omission committed when the contract was concluded, any intentional breach of contract, guarantee or prohibited action) is excluded. The exclusion of liability does not apply:

- to injury and health damage claims,
- to claims stipulated in the Product Liability Act,
- to damages covered by guarantee, when a written guarantee has been violated,
- when any material contractual obligation has been violated,
- to delayed deliveries.

In the event of a material breach of contract or delay in delivery COMPONEX's responsibility for simple negligence shall be limited to foreseeable and direct damages up to the amount of 50,000, unless in a particular case an agreement has been reached on higher sum of liability. In such cases COMPONEX does not take responsibility especially for customer's loss of profit or for unforeseeable, indirect, consequential damages. The limitations of liability described in the two sentences above shall be valid even if a given damage can be led back to a gross negligence or intentional action of an employee or representative who is not a member of COMPONEX's management or a legal representative of COMPONEX's general partner.

11. § Terms of payment, set-off/retention, default in payment

The net amounts of any invoices issued by COMPONEX should be paid within 30 days after the invoice date. If the first loan review has not been completed yet for the customer, or the customer delays paying to COMPONEX or a third party or, based on a reasonable consideration of COMPONEX, doubts arise regarding customer's solvency or willingness to pay, COMPONEX shall be entitled to fulfill deliveries included in the agreement or future deliveries on a cash on delivery or on a cash in advance basis. If the customer fails to receive goods supplied through cash on delivery, notwithstanding any other rights COMPONEX shall be entitled to sell it on customer's or its own account, and to invoice the difference between the price stipulated in the agreement concluded between COMPONEX and the customer and the price achieved by forced sale to the customer. The customer shall not have retention or set-off rights against COMPONEX's possible claim for payment unless the counterclaim is unquestioned or awarded in a legally binding manner. Under Section (2) of Article 288 of BGB (Civil Code) COMPONEX may claim default interest if the customer pays late. In the event of payment default customer's other rights shall remain unchanged.

12. § Application limits, exemption

Goods sold by COMPONEX may only be used for the purpose specified by the manufacturer concerned. These purposes generally exclude the use of products in life-sustaining or life support systems, in connection with nuclear materials, or any other purposes where, with reasonable consideration, the failure of the product may lead to injury or health damage or to extremely high material losses. If, despite the aforementioned considerations, the customer uses the goods purchased from or programmed by COMPONEX for such purposes or resells it for such use, the customer will do it at its own risk and under its sole responsibility. The customer shall, on first demand, exempt COMPONEX and the manufacture concerned from liabilities related to damages and proceedings arising in connection with the use of goods for such purposes, including the costs of appropriate legal representation.

13. § Protective rights

If a shipment includes software or any other intellectual property, COMPONEX will take out insurance on the software or any other intellectual property for the customer, according to the terms and conditions of copyrights and end-user licence, and these terms and conditions are included in the licence agreement attached to software or any other intellectual property. These terms and conditions will not ensure any end-user licence or rights to use such types of software or any other intellectual property in a manner of for a purpose which have not been expressly stipulated in the licence agreement.

14. § Resale/export control

Any goods supplied by COMPONEX are intended to stay in the target country specified in the agreement concluded with the customer. Any resale or other utilization of goods or related technology and documents shall be governed by the legal provisions of the United States, the countries of the contracting parties and the European Union concerning export control (laws, regulations, directives, decisions and measures taken by the authorities) and by the export and/or import regulations of other countries. The customer shall be aware of these regulations and shall consider them and, if required, the customer itself shall lodge applications for appropriate export, import or re-export licences.

15. § Place of performance, jurisdiction, others

The place of jurisdiction is Hungary for any dispute arising between COMPONEX and the customer, including claims for bill of exchange or cheque. The application of UN Convention on Contracts for the International Sale of Goods is excluded. If certain provisions of the General Contract Terms and Conditions or of the agreement concluded with the customer are or will become invalid, it shall not affect the validity of the other provisions or agreements. The contracting parties undertake to replace any invalid provisions with such agreements whose content is nearest to the economic objective intended to achieve by the invalid clause. COMPONEX will manage and store any personal data required for the business relationship by following legal provisions.