

**General Terms and Conditions of Delivery and Payment**  
**of**  
**IMS Connector Systems Kft, Hungary**  
**relating to International Business Transactions**

**I. Scope**

1. The following General Terms and Conditions of Delivery and Payment apply exclusively to all deliveries of goods and services - now and in the future - (hereinafter referred to collectively as "**Deliveries**") by IMS Connector Systems Kft, Hungary (hereinafter "**Supplier**") to customers within the meaning of Clause I. 2., unless otherwise expressly agreed in writing. The Customer's terms and conditions shall not form part of the contract even where the Supplier fails expressly to rule out the inclusion of such terms and conditions.
2. These General Terms and Conditions of Delivery and Payment only apply with respect to businesspersons acting in their professional capacity.

**II. Conclusion and Terms of the Contract**

1. The Supplier's offers are non-binding.
2. Contracts come into effect by way of written order confirmation from the Supplier or on delivery by the Supplier.
3. Documents provided by the Supplier in connection with the contract, such as illustrations, drawings and indications of weight and size, are only approximate values unless expressly labelled as binding and any liability in connection with such documents is hereby expressly excluded, to the extent permitted by law. The Supplier reserves title and copyright to cost estimates, drawings and other documents which the Supplier makes available to the Customer; they must not be disclosed to third parties without the prior written consent of the Supplier.

**III. Price and Payment**

1. In the absence of any special agreement, prices are in EURO and apply EXW Supplier's delivery premises Incoterms® 2020, excluding the costs of packaging and any applicable value added tax.
2. Where the delivery period is longer than 1 months, the Supplier is entitled to increase the agreed prices accordingly if, following conclusion of the contract, there are major changes in the cost of wages, supplies, energy or raw materials, and the Supplier is not responsible for these changes.
3. In the absence of any special agreement, payment must be made within 30 days from receipt of the invoice, without deduction, to the Supplier's bank account. Payments are only deemed to have been made to the extent that the Supplier has free disposal over them at its bank. Bank charges shall be borne by the Customer. They are due immediately.
4. Where the Parties have agreed that the Customer shall open an irrevocable documentary letter of credit (hereinafter "**LC**"), the Customer shall insure that this LC will be opened by a reputable bank acceptable to the Supplier and that it will be subject to the ICC Uniform Customs and Practice for Documentary Credits, UCP 600.
5. The Customer is only entitled to withhold payment or to set off payment against its counter claims insofar as the counter claims are undisputed or have been declared final and binding by the court or fulfil the statutory requirements of Art. 120 et seq. Swiss Code of Obligations.
6. In the event of delays in payment, the Supplier is entitled - without prejudice to any of its other rights and claims - to claim interest at a rate of 10% p.a. until full and final payment has been made. The Supplier is entitled to prove that it incurred a higher amount of loss as a result of the delay in payment. The Customer is entitled to prove that there was no or only minor loss as a result of the delay in payment.

#### **IV. Delivery, Delivery Period**

1. Unless otherwise agreed, delivery shall take place EXW Supplier`s delivery premises Incoterms® 2020. The delivery premises shall be specified in the Supplier's order confirmation.
2. Where the Customer fails to comply with its obligation to provide a transportation vehicle before expiry of the agreed delivery period, the Supplier is entitled to conclude a customary transportation agreement at the Customer's expense and risk.
3. Delivery periods or times specified in the order confirmation or otherwise agreed are approximate periods or approximate times and therefore non-binding for the Supplier.
4. The delivery period begins upon dispatch of the order confirmation but neither before provision of the necessary documents, consents or approvals to be obtained by the Customer, nor prior to receipt of an agreed advance payment, payment guarantee or confirmation of an agreed LC.
5. The delivery period has been met if the goods have been loaded to the means of transportation by the end of the delivery period provided by the Customer. If shipment is delayed through no fault of the Supplier, the delivery period is met upon notification of Supplier`s readiness for dispatch.
6. The Customer need not be notified of successful delivery.
7. Requests for changes made by the Customer shall extend any agreed delivery period until the Supplier has examined their feasibility and, provided the Supplier consents thereto, for the period required for introducing the new requirements into production. Where ongoing production is suspended due to the request for changes, the Supplier may bring forward and finish other orders. The Supplier is not obliged to keep production capacity free during the period of the delay.
8. Where shipment is delayed beyond any agreed delivery period at the Customer's request or as a result of circumstances for which the Supplier cannot be held responsible, the Supplier is entitled to issue the invoice for the goods. In addition, the Customer shall be charged for the costs of storage, and in the case of storage on the Supplier's premises, no less than 0.5% of the net invoice amount for each month of storage starting one month after notification of readiness for delivery. This shall be without prejudice to any additional statutory rights of the Supplier.
9. Compliance with any agreed delivery period requires the Customer's contractual obligations to have been met.
10. Partial deliveries are permitted.
11. The Supplier is entitled to comply with its contractual obligations even after expiry of any agreed delivery period if it notified the Customer a new delivery date. The Customer is entitled to object, within a reasonable period, to delivery being performed late provided it can show that late delivery is useless. The Supplier shall only be liable in accordance with Clause XI. (Damages) for any necessary additional expenditure or other damages incurred by the Customer as a result of the late delivery.

#### **V. Right of Retention**

1. Without prejudice to its continuing legal rights, the Supplier may suspend performance of its contractual obligations, in whole or in part, if, after conclusion of the contract, it becomes apparent that the Customer will not, or not fully, comply with its contractual obligations. This applies in particular where the Customer fails to comply, fails to comply in full or delays in complying with its payment obligations towards the Supplier or third parties.
2. The Supplier is also under no obligation to continue with the performance where the Customer provides security to guarantee counter performance which is contestable under the applicable insolvency rules.

#### **VI. Transfer of Risk, Requirement of Delivery by Own Suppliers**

1. The price and performance risk shall pass to the Customer in accordance with EXW Supplier`s delivery premises (Incoterms® 2020) as soon as the goods are ready for

shipment. This also applies in respect of partial deliveries or where the Supplier has assumed further services, e. g. shipment costs, also by in-house transport personnel.

2. The Supplier's delivery obligation shall be subject to the reservation of on-time and correct delivery by its own sub-suppliers unless the incorrect or late delivery by its sub-suppliers was caused by the Supplier, at least as a result of gross negligence. The Supplier shall not be liable for the consequences of late or non-performance or defective performance by its sub-suppliers, if this has not been caused by the Supplier, either intentionally or by gross negligence. In these circumstances the Supplier can declare itself released from its delivery obligation to the Customer.

## **VII. Reservation of Title**

1. The Supplier reserves title to the goods until full payment of the purchase price and any ancillary charges.
2. This also applies where individual or all claims by the Supplier have been included in a running account which has been balanced and approved.
3. The Customer shall assist the Supplier to the best of its ability in taking any additional measures necessary to protect the Supplier's property in the country where the goods are located. Any additional costs thereby incurred shall be borne by the Customer.
4. The retention of title does not change the transfer of risk in accordance with the agreed Incoterms clause.
5. The Customer shall sufficiently insure the delivery item against loss and damage, at its own expense, at the replacement value. The insurance policy and evidence of payment of the premiums must be submitted to the Supplier on request. The Customer hereby assigns to the Supplier any claims arising under the insurance contract subject to the condition subsequent that title passes. The Supplier accepts the assignment.
6. Where third parties assert, or wish to assert, a right to the reserved goods, the Customer shall notify the Supplier of this immediately. The costs arising as a result of defending an attachment of the reserved goods by a third party shall be borne by the Customer insofar as they cannot be recovered from the third party.
7. Any treatment or processing of the retained goods by the Customer shall be undertaken on our behalf without involving any obligations on the Supplier's part. Where the reserved goods are mixed or combined with other goods, the Supplier shall acquire co-ownership of the newly manufactured product in accordance with the ratio of the invoice value of the reserved goods to the other materials.
8. The Customer may only resell or make further use of the reserved goods or the new product in the usual course of business. The Customer hereby assigns to the Supplier all receivables arising from the resale or continued use of the reserved goods. The Supplier accepts the assignment. The Customer shall collect the assigned receivables on behalf of the Supplier. The Supplier can revoke the authorisation for collection of receivables and continued use if the Customer defaults on payment or where its financial circumstances deteriorate significantly, particularly in the case of an application to institute insolvency proceedings. The Supplier may then require the Customer to disclose the assignment to its debtors, to make available all the information necessary for recovery and hand over the accompanying documentation.
9. To the extent that the value of securities exceeds the Supplier's claims by more than 10%, the Supplier shall, at the Customer's request, release securities of its own choosing.

## **VIII. Force Majeure**

1. **"Force Majeure"** means the occurrence of an event or circumstance that prevents or impedes the Supplier from performing one or more of its contractual obligations under the contract, if and to the extent that it proves: [a] that such impediment is beyond Supplier's reasonable control; and [b] that the effects of the impediment could not reasonably have been avoided or overcome by the Supplier.

2. In the absence of proof to the contrary, the following events affecting the Supplier shall be presumed to fulfil conditions (a) and (b) under paragraph 1 of this Clause: (i) war (whether declared or not), hostilities, invasion, act of foreign enemies, extensive military mobilisation, riot, rebellion and revolution, act of terrorism or sabotage; (ii) currency and trade restriction, embargo, sanction; (iii) act of authority whether lawful or unlawful including difficulties in obtaining authorisations esp. import or export licences, compliance with any law or governmental order; (iv) plague, epidemic or pandemic, natural disaster or extreme natural event; (v) explosion, fire, destruction of equipment, prolonged break-down of transport, telecommunication, information system or energy; (vi) problems in the procurement of supplies or energy, transport delays, shortages in staff, energy or raw materials; (vii) general labour disturbance such as boycott, strike and lock-out, occupation of factories and premises.
3. The Supplier successfully invoking this Clause is relieved from its duty to perform its obligations under the contract and from any liability in damages or from any other contractual remedy for breach of contract, from the time at which the impediment causes inability to perform, provided that the notice thereof is given without delay. If notice thereof is not given without delay, the relief is effective from the time at which notice thereof reaches the Customer. Where the effect of the impediment or event invoked is temporary, the above consequences shall apply only as long as the impediment invoked impedes performance by the Supplier. Where the duration of the impediment invoked has the effect of substantially depriving the contracting parties of what they were reasonably entitled to expect under the contract, either party has the right to terminate the contract by notification within a reasonable period to the other party. In this case, the Customer shall pay to the Supplier the full purchase price less any costs and expenses not occurred as a result of the termination. These remedies also apply where the Force Majeure obstructs sub-suppliers or arise during a pre-existing delay.

#### **IX. Conformity of Goods, Examination and Notice of Lack of Conformity, Consequences of Delivering Non-Conforming Goods**

1. The goods conform with the contract if at the time the risk passes according to Clause VI.1 they comply with the product specifications expressly agreed between the parties, or in the absence of agreed specifications, the goods are fit for the purpose usual in the country of the Supplier.
2. The Supplier is not liable for the goods complying with further reaching expectations of the Customer or for their compliance with the legal requirements applicable in the country of the Customer.
3. A customary deviation in quantity of up to 10 % or technical improvement to the goods shall not constitute a lack of conformity with the contract.
4. Guaranteed characteristics are only those which are expressly designated as such by the Supplier.
5. The Customer must examine the goods after delivery as required by law and in so doing check every delivery in every respect for any lack of conformity with the contract.
6. The Customer shall give notice of any lack of conformity with the contract to the Supplier as required by law, and in any event directly in writing and by the quickest possible means by which transmission is guaranteed (e. g. by e-mail or telefax). In this regard, the Customer must precisely specify the lack of conformity.
7. Statements by the Supplier on the lack of conformity notified by the Customer serve only to clarify the situation and shall not constitute any acknowledgement that there has been a lack of conformity or that there has been a proper notification of it.
8. In the case of a notification of a lack of conformity which does not comply with these requirements, the Customer may only rely on the remedies to which it is entitled under these provisions if the Supplier positively knew of the facts substantiating the lack of conformity and fraudulently failed to disclose them to the Customer.
9. In the case of a legitimate complaint, the Customer is entitled to repair or, if this is not possible, demand delivery of substitute goods conforming to the contract both in accordance with the terms of the CISG. The rights to declare a contract avoided,

reduce the purchase price and to claim damages for lack of conformities or failure to remedy those lacks are excluded to the extent permitted by law.

10. Where a guarantee has been given, the Supplier shall be liable for the existence of the guaranteed characteristics of the goods within the scope of the guarantee.
11. Insofar as the lack of conformity arises from an essential third-party product, the Supplier is initially entitled to restrict its liability to the assignment of the rights of recourse to which it is entitled as against the supplier of the third-party product, unless satisfaction by way of the assigned right fails or cannot be obtained for some other reason.
12. The Supplier is not liable for defects caused by the fact that the Customer provided incorrect material specifications or incorrect material. In this case, the Supplier also has a right to the agreed remuneration. The costs of the necessary materials testing shall be borne by the Customer.
13. In the case of improper modifications or repair work to the goods, carried out by the Customer or a third party without the prior consent of the Supplier, or where rejected work pieces have been treated or processed without the Supplier's written consent, Supplier shall not be liable.
14. Claims by the Customer for the delivery of goods which do not comply with the contract, shall lapse 12 months after passing of risk pursuant to Clause VI.1 unless the Supplier has fraudulently concealed a lack of conformity or has caused it intentionally or by gross negligence, or the Supplier is liable under a guarantee, or for death, personal injury or damage to health caused by a lack of conformity.

#### **X. Third Party Claims and Product Liability**

1. Without prejudice to further legal requirements, third parties` rights or claims founded on industrial or other intellectual property only constitute a defect in title to the extent that the industrial or intellectual property is registered and made public in the country of the Supplier.
2. In the case of claims by third parties which are brought against the Customer on the grounds of product liability, the Customer can only have recourse to the Supplier where the loss was caused by intentional or grossly negligent conduct on the part of the Supplier. In all other cases, liability on the part of the Supplier is excluded to the extent permitted by law.

#### **XI. Damages**

1. The Supplier shall be liable, irrespective of the legal basis, for loss incurred by the Customer only where such loss is the result of intentional or grossly negligent conduct on the part of the Supplier. In all other cases, liability on the part of the Supplier is excluded to the extent permitted by law. The Supplier's liability for death, personal injury and damage to health, under guarantee and the Supplier`s liability towards third parties under any product liability act remains unaffected.
2. Subject to Clause IX.14 actions for damages against the Supplier shall lapse 12 months after statutory commencement of the limitation period to the extent permitted by law.
3. In the event of contractual liability the Supplier will compensate the loss of the Customer to the extent that it was foreseeable to the Supplier at the time of the formation of the contract.
4. Contractual liability for vicarious agents shall be excluded to the extent permitted by law. This applies in particular in connection with guarantees, assured characteristics, other defects, transportation and delay.

#### **XII. Written Form, Contract Language, Place of Performance, Jurisdiction, Applicable Law**

1. Amendments, additions as well as any agreed cancellation of the contract must be in writing in order to be valid. The same applies to other declarations by the contractual partners which are required in order to establish, assert or exercise their

rights, particularly notifications of defects, deadlines or unilateral declarations of avoidance. Fax, remote data transmission and email are also deemed to constitute the written form. In all cases, the sender can only rely on notifications which have been received by the addressee. Where a notification, sent by registered post or via an internationally recognised courier service, is delayed, it shall be deemed to have been received on the date that it would have been received under normal circumstances.

2. All communications between the contracting parties and all declarations by them must be in German or English.
3. Subject to Clause IV.1, the place of performance with regard to all obligations arising under the contractual relationship with the Customer, is the Supplier's head office.
4. **Without prejudice to Clause XII.5, all disputes, controversy or claims arising out of, or in relation to the contractual relationship with the Customer, including the validity, invalidity, breach, or termination thereof, shall be resolved by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Arbitration Centre in force on the date on which the Notice of Arbitration is submitted in accordance with these Rules. The seat of the arbitration proceedings shall be Zurich. The arbitral proceedings shall be conducted in English.**
5. **In addition, the Supplier has a right to sue the Customer before the competent national courts in the country of the Customer or at the registered office of the Supplier provided the Supplier has not accepted arbitration proceedings pursuant to Clause XII.4.**
6. The legal relationship between the Supplier and the Customer is governed by the UN Convention on Contracts for the International Sale of Goods of 11 April 1980 ("CISG"). Outside the application of the CISG, the legal relationship is governed by Swiss Law, namely by the OR (Swiss Law of Obligations).

As of: October 2022