

General Business and Delivery Terms and Conditions

I General Terms

1. The legal relations between PMC Leiterplatten Technology GmbH (hereinafter Supplier) and Customer related to the goods and/or services provided by Supplier (hereinafter deliveries) shall be governed exclusively by these General Business and Delivery Terms and Conditions (T&Cs). General business and delivery terms of Customer shall apply only insofar as Supplier has expressly agreed in writing to their applicability. The mutually agreed written declarations shall be determinative for the scope of the deliveries; or, if these T&Cs are more continuative, they shall apply.
2. Supplier retains without restriction all copyrights and rights of use to cost estimates, drawings, and other documents (hereinafter documents). The documents may only be made available to third parties with Supplier's prior consent, and shall be promptly returned at Supplier's request if no order is placed with Supplier. Sentences 1 and 2 apply correspondingly for documents belonging to Customer; these may, however, be made available to such third parties as Supplier has permissibly commissioned with providing or performing deliveries.
3. Customer has a non-exclusive right to use standard software and firmware in non-modified form on the agreed devices. Customer may make a backup copy of the standard software without requiring express permission.
4. Partial deliveries are permissible, insofar as reasonable for Customer.
5. The term "claims for compensation for losses" in these General Business and Delivery Terms and Conditions" also encompasses claims for reimbursement for wasted expenditures.

II Offers

1. Offers of the Supplier are always subject to confirmation. Drawings, illustrations, dimensional and weight specifications, etc. belonging to the offer are only approximations, unless expressly agreed otherwise.
2. Supplier reserves the right to make changes at any time and without notice to any article described or depicted, provided that the material characteristics of the article remain unchanged. The Supplier reserves the right to correct any calculation or typographical errors in the offer.
3. Offers of the Supplier are valid for a period of 3 months, unless such period of validity is explicitly extended in writing. The daily exchange rate of the US\$ is used as a basis for calculating prices. The Supplier reserves the right to make price corrections after receipt of all data and documents, or due to changes in exchange rates.

III Prices, payment terms, and offsets

1. Quoted prices are net of statutorily applicable VAT, DAP Customer's warehouse and including packaging, unless otherwise confirmed.
2. Unless otherwise agreed, the standard payment terms shall apply:
 - a) 14 days 2% discount,
 - b) 30 days net upon date of invoice.
3. Payments are to be made in full to Suppliers account, with no deductions.
4. In the event of a payment default, default interest in an amount of 9% above the applicable basic rate of interest published by the Deutsche Bundesbank shall be due (§288 BGB). Insofar as a reciprocal commercial transaction is involved, merchants shall be

charged late payment interest in the same amount from the date on which the goods are received or from whichever other due date may be agreed (§353 HGB).

5. Supplier reserves the unlimited right to assign its claims to third parties (§354a HGB).
6. Customer may only offset such claims against Supplier which are undisputed or which are legally enforceable.

IV Order

1. Customer shall be bound by its contractual offer for a period of three weeks. A contract is concluded if Supplier confirms in writing the acceptance of the order within this period, deliver or perform the goods or services in question, or commence delivery or performance of the order.

V Reservation of title

1. Delivered products (goods subject to retention of title) remain the property of Supplier until all claims against Customer arising from the business relationship have been satisfied. Insofar as the value of all security interests to which Supplier is entitled exceed the value of all secured claims by more than 10%, Supplier shall, at Customer's request, release a corresponding portion of its security interests; the choice of which security interests to release shall be Supplier's.
2. During the period in which the goods are subject to retention of title, Customer may not pledge them or transfer them by way of security, and the goods may only be sold by a reseller in the ordinary course of business, and only with the provision that the reseller receives payment from its customers, or sells them on condition that title to the goods only transfers to the end customer once the latter has fulfilled its payment obligations.
3. Customer shall immediately notify Supplier of any attachments, seizures, or other restrictions or actions of third parties affecting the goods.
4. In the event of a violation of Customer's obligations, in particular in the event of a payment default, Supplier is entitled, after Customer has failed to perform its obligations within a reasonable period of time set by Supplier, to repossess the goods and to rescind the contract; the statutory provisions regarding the necessity of a notice period remain unaffected. Customer is obligated to surrender the goods. Repossession of the goods or the exercising of the reservation of title or the distraint of the goods subject to reservation of title by Supplier does not constitute rescission of the contract, unless such rescission is expressly declared by Supplier.

VI Delivery deadlines; delays

1. The adherence to delivery dates and deadlines presupposes the timely receipt of all documents, necessary permits, and approvals to be provided by Customer, in particular of plans, as well as compliance with the agreed payment terms and Customer's other obligations. If these conditions are not timely fulfilled, the agreed deadlines shall be extended accordingly. This does not apply in the event that the delay is the result of Supplier's acts or omissions. In all cases, Supplier is obligated to promptly notify Customer in writing if circumstances occur or appear likely under which adherence to the agreed delivery dates or deadlines will not be possible.
2. If failure to meet an agreed date or deadline is the result of force majeure, such as mobilization, war, natural disasters, or civil unrest, or of similar events, such as strikes or lockouts, the deadlines shall be extended

accordingly. The same shall apply in the event of delayed or nonconforming deliveries to Supplier by its own upstream suppliers.

3. In the event that Supplier exceeds the agreed delivery period or deadline, Customer has the right to specify an extension of the deadline by two weeks by means of registered letter, and to rescind the contract if delivery has not been made by the end of that period. If the delay is the result of an intentional act or gross negligence on the part of Supplier, claims for compensation for losses due to nonfulfillment may be asserted at the end of the above period. In that event, Customer - provided it can credibly show that it has suffered a loss - demand without damages payment of 0.5% of the purchase price of that portion of the delivery which could not be used for its intended function per full week of the delay, to a maximum of 5% of the purchase price.
4. Both claims for compensation for losses of Customer resulting from late deliver and claims for compensation in lieu of performance exceeding the limits set out in No. 3 above are excluded in all cases of delayed delivery, including after the expiry of any deadline for subsequent delivery set by Customer. This does not apply in the case of mandatory liability resulting from intentional acts or omissions, gross negligence, or loss of life, physical injury, or injury to health. Customer may only rescind the contract in accordance with the statutory provisions insofar as the delay in delivery is the fault of Supplier. The above provisions do not constitute a reversal of the burden of proof to Customer's detriment.
5. At Supplier's request, Customer shall be obligated to declare within a reasonable specified period whether it will rescind the contract as a result of late delivery, or will insist on delivery.
6. If shipment or delivery are delayed at Customer's request for more than one month after Supplier has informed Customer that it is ready to ship the goods, Customer may be charged a warehousing fee in the amount of 0.5% of the price of the delivery in question for each month or part of a month of additional storage, to a maximum of 5% of the total purchase price. The parties are free to demonstrate that actual storage costs exceeded or were less than this amount.

VII Transfer of risk

1. Even in the case of freight prepaid delivery, risk transfers to Customer when the goods are delivered to the freight forwarder or collected for shipment. At Customer's request and expense, deliveries may be insured by Supplier against the usual transport risks, insofar as they are not delivered free to Customer.
2. If shipment, delivery, or acceptance at the agreed place of delivery is delayed for reasons within Customer's sphere of responsibility, or if Customer delays acceptance of the goods for some other reason, risk shall transfer to Customer.

VIII Acceptance

1. Customer may not refuse acceptance of deliveries for insignificant defects.

IX Material defects

Supplier shall be liable for

1. All parts or services exhibiting material defects shall be -- at Supplier's option -- either remedied, redelivered, or reperformed without charge, inasmuch as the cause of the defect was already in existence prior to the transfer of risk.
2. Claims for supplementary performance expire

12 months from the beginning of the statutorily specified limitation period; the same applies for rescission of the contract and unilateral price reductions. The statutory provisions regarding the tolling or suspension of limitation periods and the restarting of limitation periods remain unaffected.

3. Notice of defects must be made by Customer promptly and in writing, in accordance with the requirements of ISO 9001.
4. In the event that notice is given of defects, Customer may withhold payment in an amount commensurate with the value of the material defects identified. Customer may only withhold payment if proper notification of the defects has been made in accordance with the ISO 9001, and if the justification for the defect claim is beyond doubt. Customer has no such right of retention if its defect claims are time-barred. If a defect claim is unjustified, Supplier is entitled to demand reimbursement from Customer for its resulting expenses.
5. Supplier shall be given a reasonable period in which to make supplementary performance.
6. In the event that supplementary performance fails, Customer may -- without prejudice to any claims for compensation for losses in accordance with No. 10 -- rescind the contract or unilaterally reduce the purchase price.
7. No defect claims shall be established by merely insignificant deviations from the agreed qualities or insignificant impairment of the usability of the goods or services delivered, by natural wear and tear or damage incurred after the transfer of risk due to inadequate or improper handling, excessive wear or strain, or unsuitable operating materials and inappropriate process control during further processing, or which are incurred as the result of extraordinary external influences not provided for in this contract, or by non-reproducible software defects. If improper modifications or repairs have been undertaken by Customer or by a third party, no defect claims may be asserted for the underlying defects or any consequences thereof.
8. Claims by Customer for the expenses incurred for supplementary performance, in particular transport and handling, labor, and material costs, are excluded insofar as such expenses have been increased as a result of the subsequent movement of the delivered items to a location other than Customer's delivery premises, unless such movement reflects the items' intended use.
9. Recourse claims by Customer against Supplier in accordance with § 478 BGB (Recourse of Customer) may only be asserted insofar as Customer has made no agreements with its own customers exceeding the scope of the statutory defect claims. In addition, for the scope of Customer's claim for recourse against Supplier in accordance with § 478 Para. 2 BGB, No. 8 applies accordingly.
10. Claims for compensation for losses by Customer arising from a material defect are excluded. This does not apply in the case of fraudulent concealment of a defect, failure to fulfill a guarantee of quality, loss of life, physical injury, or injury to health or freedom, or in the case of an intentional or grossly negligent violation of its obligations by Supplier. The above provisions do not constitute a reversal of the burden of proof to Customer's detriment. Further claims by Customer arising from a material defect or claims regulated in a manner other than in accordance with this Art. IX are excluded.

X Intellectual property rights and copyrights; legal defects

1. Unless agreed otherwise, Supplier is only obligated to deliver free from third-party intellectual property rights and copyrights (hereinafter: intellectual property rights) in the country of delivery. Insofar as a third party

asserts justified claims against Customer due to the violation of intellectual property rights as a result of the use of deliveries provided by Supplier and used in accordance with their contractual purpose, Supplier shall be liable to Customer within the period specified in Art. IX No.2 as follows:

- a) Supplier shall, at its options, either obtain at its own expense a right of use for the delivered goods or services in question, modify the delivery such that no such rights are infringed, or make substitute performance. If this is not possible for Supplier under reasonable conditions, Customer is entitled to exercise its statutory right to rescind the contract or impose a reduction in price.
 - b) Supplier's obligation to pay compensation for losses is determined in accordance with Art. XII.
 - c) Supplier's obligations set forth above exist only insofar as Customer promptly notifies Supplier in writing of the asserted third-party claims, does not acknowledge an infringement, and reserves to Supplier all defensive measures and settlement negotiations. If Customer Regarding suspension of the period of limitations, suspension, and restarting of the periods remain unaffected.
2. Claims by Customer are excluded insofar as Customer is responsible for the infringement of the intellectual property right.
 3. Claims by Customer are also excluded insofar as the infringement of intellectual property rights is the result of special demands by Customer, of an application not foreseeable by Supplier, or of a modification of the delivered goods and/or services by Customer, or their use in conjunction with products not supplied by Supplier.
 4. In the case of infringements of intellectual property rights, the provisions of Art. X No. 4, 5, and 9 shall apply accordingly to Customer's claims as provided for in No. 1 a).
 5. In the event of other legal defects, the provisions of Art. IX shall apply accordingly.
 6. Further claims of Customer against Supplier and its agents or claims other than those provided for in this Art. X related to legal defects are excluded.

XI Impossibility, amendment of contract

1. Insofar as delivery is impossible, Customer is entitled to demand compensation for losses, unless the reason for the impossibility is outside the sphere of Supplier's control. However, Customer's claims for compensation are limited to 10% of the value of that part of the delivery which could not be placed into productive operation as a result of the impossibility. This limitation does not apply in the case of mandatory liability resulting from intentional acts or omissions, gross negligence, or loss of life, physical injury, or injury to health. The above provisions do not constitute a reversal of the burden of proof to Customer's detriment. Customer's right to rescind the contract remains unaffected.
2. Insofar as unforeseen circumstances in the meaning of Art. VI No. 2 materially change the economic importance or contents of the delivery, or significantly affect Supplier's operations, the contract shall be amended accordingly in good faith. Insofar as such an amendment is economically unreasonable, Supplier is entitled to rescind the contract. If Supplier wishes to exercise its right of rescission, it must inform Customer thereof promptly upon becoming aware of the effects of the circumstances in question, even if an extension of the delivery period had already

been agreed with Customer.

XII Other claims for compensation for losses; limitation period

1. Claims by Customer for compensation for losses, regardless of the legal reason, and in particular resulting from violations of contractual obligations and from tortious acts, are excluded.
2. This does not apply in cases of mandatory liability, e.g. in accordance with the German Product Liability Act, in the event of intentional acts or omissions, gross negligence, loss of life, physical injury, or injury to health, or violations of material contractual obligations. However, claims for compensation for losses resulting from the violation of material contractual obligations shall be limited to losses typical and foreseeable for contracts of such type, except in cases of intentional acts or omissions, gross negligence, or liability resulting from loss of life, physical injury, or injury to health. The above provisions do not constitute a reversal of the burden of proof to Customer's detriment.
3. Insofar as Customer has a claim to compensation for losses, such claims shall expire at the end of the limitation period specified in Art. X No. 2. The same shall apply for Customer's claims related to measures taken in mitigation of losses (e.g. product recalls). For claims to compensation for losses arising under the German Product Liability Act, the statutory limitation provisions shall apply.

XIII Confidentiality

1. The contracting parties undertake to treat as trade secrets all non-public and technical particulars becoming known to them as a result of the business relationship.
2. Illustrations, calculations, drawings, models, templates, data, samples, and similar items may not be made available to unauthorized third parties. The reproduction of such items and data is only permissible within the scope of operational requirements and the applicable copyright provisions.
3. Sub-suppliers shall be obligated to confidentiality in accordance with the above provisions.

XIV Place of jurisdiction and applicable law

1. If Customer is a merchant, the sole place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be the location of Supplier's registered office. However, Supplier is also entitled to file suit against Customer in the location of Customer's registered office.
2. The legal relations pertaining to this contract are governed exclusively by the provisions of German substantive law, to the exclusion of the United Nations Convention on Contracts for the International sale of Goods (UN CISG).

XV Validity of the contract

In the event of the legal invalidity of individual provisions of this contract, the validity of the remainder of the contract shall remain unaffected. This does not apply in the event that adherence to the contract would represent an unreasonable burden on one of the contracting parties.