

# Terms and Conditions of Sale



The sale of products and services ("Products") by TS Europe BVBA and its branch offices, divisions, subsidiaries, and affiliates ("TS Europe" or "TSE") to a customer ("Customer") are subject to these terms and conditions ("Agreement") regardless of other terms or conditions in any purchase order, document, or other communication of Customer ("Order") or TSE's failure to object to such other terms. This Agreement may only be modified in writing signed by authorized representatives of both TSE and Customer.

## 1. ORDERS

Unless otherwise stated on the quote, TSE quotes are invitations to tender and are subject to change at any time without notice. All orders are subject to fully acceptance by TSE. Contracts between Customer and TSE are formed upon TSE's written acceptance, Electronic Data Interchange ("EDI") acknowledgment or execution of Customer's Order and are subject to this Agreement. All Orders for Products that TSE identifies as non-standard or "NCNR" are non-cancelable and non-returnable. TSE may identify Products as non-standard or "NCNR" by various means including quotes, Products lists, attachments or exhibits. Customer may not change, cancel or reschedule Orders for standard Products without TSE's consent. TSE reserves the right to allocate the sale of Products among its Customers.

## 2. PRICES & TAXES

Unless otherwise stated on TSE's proposal, quote or invoice, prices are for Products only and do not include taxes, freight, duties or any other charges or fees for additional services (collectively, "Additional Fees"). Unless otherwise stated on TSE's proposal, quote or invoice, Customer is responsible for any and all Additional Fees.

**2.1. Payment of Taxes:** All prices quoted are exclusive of all taxes. Each party is responsible for its own taxes relating to transactions under this Agreement and shall report and pay any relevant taxes to the respective tax authorities.

**2.2. Documentation of Taxes:** TSE shall invoice Customer for all taxes applicable to sales of the Products, itemized by type and jurisdiction, which TSE is required by law to collect from Customer. Upon Customer's request, TSE shall provide Customer with sufficient documentation to enable Customer to complete any necessary tax filings or claim any applicable tax credits for amounts paid to TSE.

**2.3. Withholding Taxes:** If Customer is required by any applicable law to deduct any amount from the amounts to be paid to TSE under this Agreement on account of withholding taxes or any other taxes or levies of any kind, Customer shall pay all such additional amounts so that the net amounts received by TSE are the amounts specified on the invoice. To the extent that any withholding tax is payable, TSE and Customer shall mutually collaborate and provide any and all assistance reasonably requested to obtain the benefits of any applicable tax treaty between the country where the TSE entity that accepted Customer Order is located and the applicable jurisdiction where the withholding tax applied.

## 3. TERMS OF PAYMENT

Payment is due as stated on TSE's invoice without offset or any deduction for withholding taxes or otherwise. On any past due invoice, TSE may charge interest from the payment due date to the date of payment at 18% per annum or the maximum amount allowed by applicable law, plus reasonable attorneys' fees and collection costs, with a minimum fee of 40 Euros for sales in France. At any time, TSE may change the terms of Customer's credit. TSE may apply payments to any of Customer's accounts. If Customer defaults on any payment, TSE may reschedule or cancel any outstanding delivery or Order and declare all outstanding invoices due and payable immediately. Unless otherwise provided by applicable law, Customer credits provided by TSE will expire if unused within 12 months.

## 4. DELIVERY

Unless otherwise stated by TSE in writing, all TSE deliveries from the European Union are CIP Destination to Non-EU destinations and DDP to EU destinations, and all TSE deliveries from outside the European Union or, for drop shipments are CIP destination (INCOTERMS 2010). TSE's delivery dates are estimates only and subject to TSE's timely receipt of supplies. No compensation or penalty can be granted to the Customer if the delivery date is exceeded for reasons not directly and solely caused by TSE. For partial or early deliveries and Customer shall accept delivery. Customer may not cancel any other Orders based on delayed delivery of any part of an Order.

## 5. TITLE

For sales from outside the European Union or Australia, title shall pass to Customer upon delivery of the Products to the carrier. For sales from the European Union or Australia, as a form of payment security, title shall pass to Customer upon payment in full for the Product by Customer. In case of an onwards sale, Customer assigns all rights in the related receivables to TSE until Customer has made payment in full. Once the Product is processed or combined with other items (the "Processed Product"), TSE's retained title transfers to a share in the title in the Processed Product reflecting the value of the Product relative to the value of the Processed Product. This section does not apply to sales of Software (as defined below).

## 6. SOFTWARE

Software is the machine readable (object code) version of computer programs ("Software"). Customer's use of Software and any related documentation shall be governed by the Software's applicable license agreements. Software embedded in or bundled with hardware must be used solely with the device for which it was intended and may not be transferred separately.

## 7. WARRANTY

Customer acknowledges that TSE is not the manufacturer of the Products. To the extent legally and contractually permitted, TSE shall pass through to Customer any transferable Product warranties, indemnities, and remedies provided to TSE by the manufacturer, including those for intellectual property infringement. TSE warrants that at the time of delivery, Products will conform to the specifications stated by the manufacturer in its published data sheet for the Products. All warranty claims shall be time-barred 12 months from the time of delivery of the non-conforming Products. If TSE performs value-added work such as integration work, tape-and-reel, or programming, TSE warrants such value-added work will conform to Customer's written specifications accepted by TSE for 90 days after TSE delivery. Customer will be deemed the manufacturer of such value-added Products. **TSE MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, SUCH AS WARRANTY OF MERCHANTABILITY, FITNESS FOR PURPOSE OR NON-INFRINGEMENT.** Customer's sole remedies for breach of TSE's warranty are, at TSE's choice: (i) repair of the Products; (ii) replacement of the Products; or (iii) refund of Customer's purchase price for the Products. TSE makes no representation or warranty with respect to Software and will have no liability in connection therewith. **Customer undertakes not to carry out directly or indirectly any act of reverse engineering, particularly, but not limited to, copying, decompiling, disassembling Products in full or in part, extracting their source code, modifying, adapting, or reproducing their components.** Unless it is specifically stated in the Software's applicable license agreement, **SOFTWARE IS PROVIDED "AS IS" WITH NO ADDITIONAL WARRANTY.**

## 8. PRODUCT RETURN

Customer may return Products to TSE only with a return material authorization ("RMA") number issued by TSE under CIP Destination incoterm. (A) Returns for Visual Defect: Customer must notify TSE in writing of any damage to the outer packaging or the Products, shortage, or other discrepancy ("Visual Defect") within three business days after receipt of the shipment; otherwise, Customer is deemed to have accepted the Products. (B) Returns for Product Warranty: Customer must notify TSE in writing stating the specific Product defect within the warranty period. TSE will only issue an RMA if the defect (either for Visual Defect or for Product Warranty) is created solely by TSE or the original manufacturer, and only if Customer meets the notice requirement. TSE will not grant RMAs for damage, shortage, or other discrepancy created by Customer, the carrier or freight provider, or any other third party. Upon receiving the RMA, Customer must return the Products to TSE in compliance with TSE's instructions in the RMA under CIP Destination incoterm. TSE may assess all Products returned by Customer via RMA. If TSE determines such Products are not eligible for return, TSE will send such Products back to Customer under CIP Destination incoterm with freight costs charged to Customer on freight collect basis, or hold such Products for Customer's FCA collection from TSE's location and on account at Customer's expense. No Product return shall be accepted in the case of:

- 1) "consumable Products";
- 2) Products with open or damaged packaging except in the event of opening or damage attributable to TSE exclusively.
- 3) Products that have been specifically ordered for the Customer,
- 4) Products that have been modified on behalf of the Customer
- 5) and Products declared obsolete.

## 9. LIMITATION OF LIABILITY

TSE's liability to Customer is limited to Customer's direct damages up to an amount not exceeding the price of the Product at issue. This limitation of liability does not apply in case of death or personal injury caused by TSE's negligence. TSE is not liable for and Customer is not entitled to any indirect, special, incidental or consequential damages (for example, loss of profits or revenue, loss of data, loss of use, rework, repair, manufacturing expense, costs of product recall, injury to reputation or loss of customers). To the extent TSE cannot lawfully disclaim any implied or statutory warranties, Customer's statutory rights are not affected by this limitation of liability.

## 10. FORCES BEYOND TSE'S CONTROL

TSE is not liable for failure to fulfill its obligations under this Agreement due to causes beyond its reasonable control (for example, acts of nature, acts or omissions of Customer, operational disruptions, man-made or natural disasters, epidemic medical crises, materials or Product shortages, strikes, criminal acts, delays in delivery or transportation, or inability to obtain labor, materials or Products through regular sources).

## 11. USE OF PRODUCTS

Customer shall comply with the manufacturer's Product specifications. Products are not authorized for use in life support systems, human implantation, nuclear facilities or any other application where Product failure could lead to loss of life or property damage. If Customer uses or sells the Products for use in such applications or fails to comply with the manufacturer's Product specifications, Customer acknowledges that such use, sale, or non-compliance is at Customer's sole risk. Customer shall indemnify, defend and hold TSE harmless from any claims based on: (i) TSE's compliance with Customer's designs, specifications, or instructions, (ii) modification of any Product by anyone other than TSE, or (iii) use of Products in combination with other products or in violation of this clause.

## 12. EXPORT/IMPORT

Certain Products and related technology sold by TSE are subject to export control regulations of the United States, the European Union, and/or other countries, excluding boycott laws ("Export Laws"). Customer shall comply with such Export Laws and obtain any license or permit required to transfer, export, re-export or import the Products and related technology. Customer shall not export or re-export the Products and related technology to any country or entity to which such export or re-export is prohibited, including any country or entity under sanction or embargoes administered by the United States, European Union or other countries. Customer shall not use the Products and related technology in relation to chemical, biological or nuclear weapons, rocket systems (including ballistic missile systems, space launch vehicles and sounding rockets) or unmanned air vehicles capable of delivering same, or in the development of any weapons of mass destruction.

Customer acknowledges and agrees that the goods, software, and technology contained in any order or agreement to supply between TSE (including any subsidiary or branch) and Customer are subject to the export control laws and regulations of National legislation, EU and the United States. This includes but is not limited to the Export Administration Regulations ("EAR"), and sanctions regimes of the U.S. Department of Treasury, Office of Foreign Asset Controls. Customer will comply with all these laws and regulations. Customer shall not, without prior appropriate government authorization, export, reexport, or transfer any goods, software, or technology contained in any order or agreement to supply between TSE (including any subsidiary or branch) and Customer, either directly or indirectly, to any country subject to a U.S. trade embargo or to any resident or national of any such country, or to any person or entity listed on the "Entity List" or "Denied Persons List" maintained by the U.S. Department of Commerce or the list of "Specifically Designated Nationals and Blocked Persons" maintained by the U.S. Department of Treasury or any other comparable European or local regulation. In addition, any goods, software or technology contained in any order or agreement to supply between TSE (including any subsidiary or branch) and Customer may not be exported, reexported, or transferred to an end-user engaged in activities related to weapons of mass destruction. Such activities include but are not necessarily limited to activities related to: (1) the design, development, production, or use of nuclear materials, nuclear facilities, or nuclear weapons; (2) the design, development, production, or use of missiles or support of missiles projects; and (3) the design, development, production, or use of chemical or biological weapons. Customer shall not do or omit to do anything that may cause TSE in its reasonable judgment, to be in breach of applicable export control and sanctions laws and regulations, and shall protect, indemnify and hold harmless TSE from any claim, damages, liability, costs, fees and expenses incurred by TSE as a result of the failure or omission of Customer to comply with such laws and regulations.

### 13. ELECTRONIC DOCUMENTATIONS

If any part of the purchase and sale of Products, including Customer's NCNR acknowledgment or demand forecast, uses EDI, Customer's internal portal, third party portal or any other electronic means ("Electronic Purchase Order"), this Agreement will continue to apply to the purchase and sale of Products between Customer and TSE. Customer's acceptance of TSE's acknowledgment request or TSE's specification of details with respect to Electronic Purchase Orders via writing, email or other EDIs is binding on Customer. TSE may issue the electronic invoices only.

### 15. ENVIRONMENTAL COMPLIANCE

Both parties undertake to comply with their respective obligations and liabilities under the European Union's (i) Waste Electrical and Electronic Equipment Directive (2012/19/EU), (ii) Packaging Waste Directive (94/62/EC), (iii) Batteries Directive (2006/66/EC), and (iv) EU Copyrights Directive 2001/29/EC, all as amended and implemented by national measures in force from time to time. In cross-border transactions Customer is usually liable to comply with the requirements thereunder.

### 15. DATA PRIVACY

The parties are committed to respecting the privacy rights of individuals.

To the extent a party collects, processes and/or transfers personal data as defined in applicable data protection laws and regulations, in particular laws implementing the EU Directive 95/46/EC, or EU Regulation 2016/679 as from its entry into force (collectively referred to as "Data Protection Legislation"), such party will comply with all obligations and duties with respect to its own collection, processing, and/or transferring activities. For the purposes of this section, personal data has the meaning set out in the EU Directive 95/46/EC and EU Regulation 2016/679.

During the performance of this agreement, in the event a party provides personal data of its employees (e.g. business-related contact information such as names, job titles, business addresses, telephone numbers and email addresses) to the other party; (i) the providing party shall comply with its obligations as a data controller; and (ii) the receiving party shall comply with its obligations as a data processor.

Furthermore, during the performance of this agreement, in the event a party to this agreement provides to the other party personal data of third party individuals, including those of e.g. sub-contractors or the end-users, the providing party shall ensure that the collection and processing of such personal data in performance of this agreement is lawful under Data Protection Legislation.

Where processing of personal data under this agreement requires the transfer of such personal data to third parties, including group members (e.g. affiliates, subsidiaries etc.); or the cross-border transfer of such personal data, the transferring party shall ensure that such transfer is lawful under Data Protection Legislation.

Customer agrees that where personal data is provided by Customer, such personal data may be processed by TSE in furtherance of the legitimate interests of the parties within the context of their business relationship such as, but not limited to, execution of contractual obligations, ensuring compliance with export laws, etc.

### 16. INTELLECTUAL PROPERTY RIGHT & TRADE MARKS

16.1. All Intellectual Property Rights related to Products belong to TSE's suppliers or licensors. Customer acknowledges that the sale of Products does not transfer any intellectual property rights unless otherwise explicitly agreed by the owner of such rights.

16.2. Each party undertakes to respect all distinctive signs and intellectual or industrial property elements incorporated in the Product, marked on the Products, or attached to the Products, packaging or documentation supplied by TSE. Each Party undertakes not to reproduce, display, adapt or modify, in any way whatsoever, the marks of the other Party and/or of suppliers, particularly their brands, trade names or logos (hereinafter "Trade Marks"), except with prior express written authorization from the Party and/or from the relevant supplier if applicable.

The Customer agrees that TSE may use its name and/or logo as a reference and can mention it on all communication mediums unless the Customer specifies in writing to TSE that it withdraws its agreement.

## 17. GENERAL

A. This Agreement shall be governed, construed, and enforced in accordance with the laws of Belgium without reference to the conflict of laws principles. The United Nations Convention for the International Sale of Goods shall not apply. The courts in Brussels shall have jurisdiction and venue over all controversies arising out of, or relating to, this Agreement.

B. Customer may not assign this Agreement without TSE's prior written consent. TSE's branch offices or affiliates may perform TSE's obligations under this Agreement. This Agreement is binding on successors and assigns.

C. The unenforceability or invalidity of any of these terms or conditions will not affect the remainder of the terms or conditions.

D. Any failure of a Party to exercise, in any respect, any right or remedy provided for under this Agreement shall not be deemed a waiver of any right of that Party under, or in connection with this Agreement.

E. Products, including software or other intellectual property, are subject to any applicable rights of third parties, such as patents, copyrights and user licenses, and Customer shall comply with such rights

F. The parties shall observe and comply with all applicable laws, rules and regulations applicable to the performance of their respective obligations under this Agreement including, but not limited to, anticorruption laws (such as the U.S. Foreign Corrupt Practices Act).

The parties acknowledge and agree that each is subject to all applicable anti-bribery and anti-corruption laws ("ABAC"). The parties will comply with all applicable ABAC Laws. Neither party shall take any action, permit, or authorize any action by a third party in violation of ABAC Laws. Neither party will use its own money or monies/consideration paid to it for any unlawful purposes, and/or directly or indirectly offer, promise, give, solicit or accept anything of value to or from a government official, government controlled enterprise or company, political party or any other person or company to gain an improper advantage or improperly influence any act or decision. If either party breaches this section, the breaching party shall indemnify, defend, and hold harmless the non-breaching party against any thirdparty claim related to the violation of any ABAC Laws.

G. The parties agree that electronic signatures may be used and will be legally valid, effective, and enforceable.

H. Product information (for example, statements or advice (technical or otherwise) advertisement content, and information related to a Product's specifications, features, export/import control classifications, uses or conformance with legal or other requirements) is provided by TSE on an "AS IS" basis and does not form a part of the properties of the Product. TSE makes no representation as to the accuracy or completeness of the Product information, and DISCLAIMS ALL REPRESENTATIONS, WARRANTIES

AND LIABILITIES UNDER ANY THEORY WITH RESPECT TO THE PRODUCT INFORMATION. TSE recommends Customer validate any Product Information before using or acting on such information. All Product information is subject to change without notice. TSE is not responsible for typographical or other errors or omissions in Product information.

I. This Agreement is made in English. In the event a specific language version of this Agreement exists, such specific version shall prevail and govern any agreement entered into between TSE and Customer within the respective jurisdiction, having that language as the official language of the parties' agreement, even if such specific language version deviates from, or is inconsistent with the terms and conditions of this Agreement.

J. The parties acknowledge and agree that (a) each is subject to all applicable anti-bribery and anti-corruption laws ("ABAC Laws") and (b) the hardware, software, services and other technology subject to these terms and conditions of sale are subject to the export control laws and regulations of the United States, the European Union and other national legislation ("Export Laws"). The parties shall comply with all applicable Export Laws and ABAC Laws.

No hardware, software, services or other technology obtained hereunder may be exported, reexported, or transferred to an end user engaged in activities related to weapons of mass destruction, including, but not limited to the design, development, production, or use of nuclear materials, facilities, or weapons, missiles or the support of missiles projects, and chemical or biological weapons. Furthermore, neither party shall take any action, permit, or authorize any action by a third party in violation of ABAC Laws. Neither party will use its own money or monies/consideration paid to it for any unlawful purposes, and/or directly or indirectly offer, promise, give, solicit or accept anything of value to or from a government official, government controlled enterprise or company, political party or any other person or company to gain an improper advantage or improperly influence any act or decision.

If a party breaches this section, the breaching party shall indemnify, defend, and hold harmless the non-breaching party against any third-party claim related to the violation of any applicable laws, including, without limitation, Export Laws and ABAC Laws.