



Terms of sale for the company Belden Deutschland GmbH

hereinafter referred to as “Belden”

I. General provisions

1. These Terms of Sale apply for all contracts concerning deliveries and services (hereinafter referred to as the “deliveries”) where Belden is the seller or contractor.
2. These terms of sale supplement all individually negotiated terms of delivery and shall be incorporated at the latest at the time of acceptance of the deliveries. This shall apply even where the ordering party has expressly rejected the validity of these Terms of Sale. In the case of permanent business relations, these Terms of Sale of Belden shall also apply to all future business with the same ordering party. The incorporation of the ordering party's general terms and conditions is expressly excluded.
3. These terms may not be amended after conclusion of the contract; the only exception to this shall be the agreement of a simple retention of title.
4. Offers (e.g. quantity, delivery time, price) are without obligation and non-binding. Concrete delivery obligations shall come into being only upon order confirmation. Cost estimates, drawings, drafts and other documents (hereafter referred to as the “documents”) can be adjusted. These shall only be binding where Belden expressly designates them as such.
5. Belden shall reserve unlimited proprietary rights and copyright (rights of utilisation) to all documents. Documents shall be made available to third parties only where Belden has indicated prior consent or this is necessary owing to legal provisions. Documents shall not be exploited in any other way without the consent of Belden. In the event that the order is not awarded, they must be returned immediately upon request.
6. Partial deliveries shall be permitted where deemed reasonable by the ordering party.

II. Delivery deadlines, delay

1. Delivery periods and deadlines specified by Belden shall refer to the forwarding date of the goods. They shall only be mandatory upon express confirmation. The meeting of deadlines for supplies shall require that all documents, necessary permits and approvals, especially of plans, to be furnished by the Purchaser are received in time; further the meeting of the terms of payments stipulated and all others of the Purchaser's obligations shall be a precondition for the supplies. If such requirements are not met in time, those deadlines shall be extended accordingly. However, this clause shall apply on condition that the delay is Belden's responsibility.
2. Force majeure or events which prevent Belden from supplying at all or considerably impair such supplies without Belden's fault, shall entitle Belden to postpone the date of delivery or withdraw from the contract.

3. In the event that Belden is unable to meet an agreed deadline on account of reasons for which it is responsible, or if the company defaults for any other reason, the ordering party shall be obliged to grant a reasonable period of grace. If the agreed performance has not been rendered before this period expires, the ordering party shall be entitled to withdraw from the contract.
4. Subjects to the limitations described below (in particular Art. VI), Belden shall be liable in accordance with the legal provisions where a transaction for delivery by a fixed date applies or where the ordering party is entitled to relinquish its interest in contract fulfilment owing to a default of delivery for which Belden is responsible.
5. The ordering party may only withdraw from the contract in accordance with the legal provisions where Belden is responsible for the delay in delivery.
6. In the case of recall orders without agreement on specific delivery deadlines, Belden shall be entitled to demand a mandatory definition of such dates up to three months after the confirmation of order. If the ordering party fails to comply with this demand within three weeks, Belden shall be entitled to impose a second deadline of two weeks and withdraw from the contract after this period has expired or reject any delivery and claim compensation.
7. If dispatch or delivery is delayed at the request of the ordering party for more than one month after readiness for shipping has been indicated, storage charges amounting to 0,5% of the price of the objects of delivery may be imposed on the ordering party for every month commencing (up to a maximum of 5%). The contracting parties are at liberty to furnish evidence of higher or lower storage charges.

III. Dispatch, transfer of risk, return of packing material

1. Risk shall be transferred to the Purchaser as soon as supplies have left Belden's location. Belden shall choose the kind of its discretion unless a specify kind of transport has been agreed upon with the Purchaser. Transport insurance shall only be executed upon separate agreement with the Purchaser. If the dispatch is delayed for reasons beyond Belden's responsibility, any risk shall be transferred to the Purchaser at the time readiness for shipping is communicated; then Belden shall have the right to store the goods at the Purchaser's expense (Art. II No. 7).
2. Belden shall only accept the return of used transport packing (within the meaning of the “Packing Regulations”) if the latter is returned – with carriage prepaid – to Belden's plant address.

IV. Pricing, terms of payment, delay

1. Unless otherwise agreed, prices shall apply ex works, excluding packing and legal v.a.t. Prices agreed upon shall be binding to Belden for four (4) month. If the delivery period exceeds four (4)

month – at the expiry of that time – Belden shall have the right to consider alterations of cost factors having occurred in the meantime within an adaptation to prices or a recalculation.

2. Invoices must be settled within 30 days of goods dispatch. No cash discount deduction may be applied unless expressly agreed. The ordering party shall only be entitled to offset with counter-demands where the opposing rights of that party are undisputed by Belden or non-appealable. Right of retention in the case of defects requires that the counterclaim of the purchaser is undisputed or non-appealable and based on the same contract.
3. If the Purchaser does not meet its payment obligations towards Belden in time, Belden shall be entitled to make all claims (including those based on a draft) due immediately without consideration of any deferment of payment, life of a bill or expiry of the deadline for payment and demand payment on delivery. This shall also apply if circumstances become known which may cause doubts as to the Purchaser's credit-worthiness.
4. In the event of late payment the Purchaser shall come in default
 - a) at the end of the day on which payments are due with the day being based on definition by calendar and stipulation;
 - b) on the day it receives our reminder or our claim is taken to court to initiate legal steps after payment has become due;
 - c) thirty (30) days after the invoice has become due and received at the latest, but in default of any other provision acc. to § 286 German Civil Code (BGB).

V. Liability for material defects

Belden shall be liable for material defects as follows:

1. All parts or services found to be defective within the period of limitation – irrespective of the time of operation – must be, at the discretion of Belden, reworked free of charge, supplied anew or rendered anew, provided that the cause of the material defect already existed at the time risk was transferred.

The statutory inspection and complaint obligations of the party placing the order (§ 377 of the German Commercial Code (HGB) apply in full.
2. Delivery quality and/or quality agreements that differ from those defined by Belden must be agreed in writing upon award of contract at the latest. A guarantee as to attributes or durability that results in strict liability shall only apply where Belden has expressly guaranteed details of attributes or durability in writing.
3. Goods which where claimed to be defective shall not be subjected to further treatment. If claims for defects are justified, Belden be liable for the expenses for dispatch and packing of the goods returned and the new delivery. Rework without authorization by Belden and incompetent treatment shall result in the loss of justified claims for warranty.
4. In all cases, Belden shall be granted the opportunity for subsequent compliance within a reasonable period. Compensation claims under the terms of Art. VI may only be asserted by the ordering party where subsequent compliance is not rendered.
5. If improvement fails, the Purchaser may – irrespective of potential claims for warranty as specified in Art. VI - withdraw from the contract or reduce payment.
6. Claims for defects shall not be deemed justified in the case of inconsiderable deviations from the properties stipulated, inconsiderable impairment of usability. In addition claims for

defects shall not apply in the case of natural wear or damage which – after the transfer of risk – may arise from faulty or negligent handling, excessive demand, inappropriate working material or special external influences not provided according to the contract. If the Purchaser or Third Parties acting on its behalf perform modifications or repair works, no claim for compensation can be lodged for those or consequences resulting from them.

7. In the case of notifications of material defects, payments by the ordering party may be withheld to an extent commensurate with the material defects established. However, the ordering party may only withhold payments where there is clear justification for a material defect being asserted. Where the notification of defect is unjustified, Belden shall be entitled to demand compensation for expenses incurred from the ordering party.
8. Purchaser's claims for expenditure required to effect post-delivery fulfilment, e.g. cost of transport, road, work and material, shall be excluded if expenses are increased because the object of delivery has been taken to a location different from the Purchaser's affiliate, this shall not apply if such a transport is in compliance with the intended use.
9. Demands based on the legal right of recourse by the Purchaser shall only exist to the extent that the Purchaser had not come to an agreement with its ultimate purchaser in excess of the legal claims for defects. In addition, Art. V no 8 shall also apply to the extent of the Purchaser's right of recourse against Belden.
10. Further, Art. VI (Compensation) shall be applicable to compensation claims for defects. Further claims by the Purchaser or others different to those governed by these Art. V and VI and lodged by the Purchaser against Belden and its debtor's agent and based on a material defect shall be excluded.

VI. Compensation

1. Insofar as nothing to the contrary is stipulated in Art. VI.3 or VI.4, claims of the party placing the order which are based on quality defects or defects in title - regardless of the legal reason - are hereby excluded. Belden is not liable for damage which has not been done to the delivery object itself. In particular, Belden is not liable for lost profit or other pecuniary loss suffered by the party placing the order.
2. Insofar as nothing to the contrary is stipulated in Art. VI.3 or VI.4, claims of the party placing the order which are based on impossibility, default in delivery or a breach of an obligation arising out of the relationship of the law of obligations is hereby excluded.
3. The foregoing liability disclaimers (VI.1 and VI.2) do not apply if Belden has mandatory liability, for example (1) pursuant to the German Product Liability Act, (2) due to loss of life, personal injury or damage to health which is due to a negligent or intentional breach of duty by Belden or a legal representative or a vicarious agent of Belden, (3) insofar as the cause of damage or loss is due to intentional behaviour or gross negligence by Belden or a legal representative or a vicarious agent of Belden, (4) if the party placing the order asserts rights based on a defect arising out of a guarantee of the quality or the particular duration of the quality, (5) Belden negligently breaches a fundamental contract obligation whose fulfilment is what makes the proper performance of the contract possible at all and on whose compliance the contract partner may usually rely (cardinal obligation), (6) recourse claims in the supply chain (§ 445a of the German Civil Code (BGB)) are affected.
4. Insofar as Belden negligently breaches a cardinal obligation, the compensation obligation is limited to the contract-typical, foreseeable damage or loss, insofar as no intentional behaviour or gross negligence is involved or Belden is not liable due to loss of life, personal injury or damage to health.

5. No change to the burden of proof to the detriment of the party placing the order is associated with the foregoing provisions.

VII. Impossibility; adaptation of contract

1. Insofar as the delivery is impossible, the party placing the order is entitled pursuant to Art. VI. to demand compensation unless the impossibility is not attributable to Belden. For its part, Belden is entitled to rescind the contract if despite entering into hedging transactions in a timely manner it is not possible for Belden to be supplied itself or not correctly or in a timely manner, and other hedging purchases are unreasonable or have been unsuccessful or if timely delivery is not possible for Belden or Belden's suppliers due to reasons which have arisen after entry into the contract or were not known to Belden and do not lie in Belden's sphere of influence, such as strike, lock-out, non-culpable business interruptions, including at Belden's suppliers (e.g. tool breakage), supply blockades, business shut-downs, refusal of import or export licences, other national interventions, as well as circumstances going beyond this, which are to be regarded as force majeure. Thus, Belden does not assume the procurement risk. In such case, Belden undertakes to inform the principal without undue delay about the non-availability and to refund the principal's consideration without undue delay.
2. Should unpredictable events within the meaning of art. II no. 2 considerably modify the economic significance or the contents of the delivery or have a considerable effect on Belden's business, the contract shall be adapted accordingly with the principle of bona fide being observed. Should this be economically inappropriate, Belden shall be entitled to withdraw from the contract. If Belden wants to exercise its right to withdraw, Belden shall immediately advise the Purchaser accordingly after having recognized the extent of the event; this shall also apply, if earlier agreements with the Purchaser included an extension of the delivery period.

VIII. Retention of title

1. The objects of the delivery (conditional goods) shall remain Belden's property until all claims Belden is entitled to against the Purchaser resulting from the business relationship are met. As soon as the value of all hedging rights Belden is entitled to exceeds the amount of all claims secured by more than ten percent (10%), Belden shall release the relevant part of the hedging rights upon the Purchaser's request.
2. The processing of conditional goods is performed by Belden acting as the manufacturer within the meaning of § 950 German Civil Code (BGB); this shall not mean that Belden has to meet an obligation. Should Belden not become a co-owner by the processing of the conditional goods, Belden shall transfer in advance the co-ownership of the processed product to the Purchaser with the proportion of the material values being observed and the relationship of holding the goods in safe custody free of charge being agreed upon. If Belden thus acquires a (co-)ownership of goods processed, Belden shall already now transfer them to the Purchaser upon the suspensive condition of payment of its invoices, which means that the Purchaser shall acquire a right of expectancy as it is the case with conditional goods.
The retention of title pursuant to Art. VIII.1 shall also apply if individual claims of Belden are included in a running account and the balance is drawn; the retention of title then relates to the respective balance claims.

3. In the event of levies of execution or other third-party encroachments, the Purchaser is obliged to notify Belden without undue delay.
4. As long as the Purchaser is not in default against Belden and Belden has not forbidden any further selling acc. to Art. VIII No. 6, it shall have the right to sell the conditional goods within the scope of standard business on condition that it also agrees with its purchasers upon the right of reservation in compliance with the above provisions. It shall, however, not be entitled to exercise other disposals of the conditional goods; this shall especially include pledging and assignment by way of security.
5. Claims resulting from sales against its ultimate purchaser shall thus already now be assigned to Belden as a form of security. The Purchaser's right of sale shall depend on the validity of the transfer of claims to Belden. If the goods were processed first or combined with other objects, the transfer of claim shall become effective to the amount of the sales price for the items integrated into the goods. The Purchaser shall only be entitled to collection as long as it is not in default to Belden.
6. If the Purchaser delays in performance, Belden may prohibit any further sale and combination and collect the debit covered by the assignment. The Purchaser shall provide information as required and hand all documents. After a withdrawal from the contract Belden can demand the return of conditional goods, which shall also include a partial withdrawal as to the goods still available.

IX. Industrial protective rights and copyright, defects in title

1. Unless otherwise agreed, Belden shall be obliged to supply goods free of industrial protective rights and copyrights held by Third parties (hereafter referred to as "Protective rights") in the country of the place of delivery only. Should a Third Party provide justified claims against the Purchaser which are based on the violation of Protective rights by Belden in the course of deliveries used as stipulated, Belden shall be liable to the Purchaser within the period defined in Art X. as follows:
 - a) At its own discretion and own expense, Belden shall either obtain a right of usage for the deliveries in question, amend the deliveries in such a way that a property rights is not infringed or replace them. If this is not possible under reasonable conditions, the legal rights of termination or reduction shall be open to the ordering party. The ordering party cannot claim compensation for ineffective expenses.
 - b) The obligation of Belden to pay compensation shall be regulated by Art. VI.
 - c) The above-named obligations of Belden shall only be effective where the ordering party notifies Belden immediately in writing about claims asserted by third parties, does not admit any infringement and reserves to Belden all precautionary measures and settlement negotiations. If the ordering party discontinues usage of the delivery for reasons of damage reduction or other good cause, that party shall be obliged to indicate to the third party that the discontinuation of usage implies no admission of an infringement of property rights.
2. Claims by the Purchaser shall be excluded if any violation of protective rights is its responsibility.
3. Further to that, claims by the Purchaser shall be excluded as far as the violation of the protective rights was caused by the Purchaser's specification, by an application which could not be foreseen by Belden or by the fact that the delivery was modified by the Purchaser or used together with products not supplied by Belden.
4. In the event of a breach of Protective rights the Purchaser's claims governed by no. 1 a) and for the rest the provisions of Art. V no. 4,5 and 8 shall apply accordingly.

5. Should further defects in title occur, the provisions of Art. V shall apply accordingly.
6. Further claims by the Purchaser or such being different to those governed by this Art. IX against Belden and its debtor's agent based on a defect in title shall be excluded.

X. Time-barring

All claims directed against Belden due to a quality defect or a defect in title become time-barred 12 months after the legal warranty commencement, unless the German Product Liability Act or other legislation, particularly § 438 paragraph 1, number 2 of the German Civil Code (BGB) (structures and items for structures), § 445b of the BGB (recourse claims in the supply chain) or § 634a paragraph 1, number 2 of the BGB (construction defects) prescribes longer periods of limitations. The time-barring of claims based on liability for damage and loss arising out of loss of life, personal injury or damage to health which is due to a negligent or intentional breach of duty by Belden or a legal representative or vicarious agent of Belden, and for other damage and loss which is due to an intentional or grossly negligent breach of duty by Belden or a legal representative or vicarious agent of Belden, is determined in accordance with the statutory provisions.

XI. Intra-community supplies, sales tax liability

If Belden is made liable for sales tax for deliveries to EU member countries just because Purchaser's data furnished to Belden on the requirements of sales tax exemption pursuant to § 4 no. 1b, § 6a of the German Sales Tax Act do not apply or the Purchaser or its ultimate purchaser did not meet an obligation within the scope of acquisition taxation (proper communication to the central tax office, payment of acquisition tax or others), the Purchaser shall be obliged to compensate Belden for the amount of value added tax without consideration of any fault.

XII. Place of jurisdiction and applicable law

1. If the Purchaser is a merchant, the exclusive place of jurisdiction shall be the place of Belden's head office in Schalksmühle, Germany (place of jurisdiction Iserlohn) for all disputes directly or indirectly arising from the contractual relationship. Belden however, shall also have the right to institute legal proceedings at the place of the Purchaser's head office.
2. As to the contractual relationship German substantive law shall apply, with the UN Convention of Contracts for the International Sale of Goods (CISG) being excluded. INCOTERMS in their currently valid version shall apply for the interpretation of supply clauses.

XIII. Mandatory character of the agreement

Even in the event that some provisions are legally invalid, the rest of the contract shall remain binding. This shall not apply if the continuation of the contract would mean undue hardship for one of the parties.

1 January 2018