

Purchasing conditions for the company Belden Deutschland GmbH

Hereinafter referred to as "Belden"

I. Contents of contract, deviating conditions

1. For orders, business deals, delivery calls as well as changes and additions to them, the following conditions apply. Conflicting conditions or conditions that deviate from the purchasing conditions will be recognized by Belden only if these regulations are agreed upon in writing. This applies even if Belden is aware of conflicting or deviating conditions of the supplier or contractor (hereinafter the "supplier") and accepts or pays for the delivery of products or works or services (hereinafter the "deliveries"). This Purchasing Conditions also apply as a framework agreement for future contracts concerning the purchase and supply of moveable items or the rendering of works or services with the same supplier, without Belden having to refer to them again in every individual case.
2. Orders, business deals, delivery calls as well as changes or additions to them must be in writing. Additions or changes of written orders after contract conclusion are binding only if they are confirmed in writing by Belden.
3. Performing a task related to an order is considered to be an unconditional acknowledgment of these Purchasing Conditions.
4. If the deliveries deviate from the order, the supplier is to report this. The acknowledgment of a deviation is to be confirmed by Belden in writing.

II. Delivery Deadline, delivery delay, passing of risk

1. Delivery dates and deadlines that have been agreed upon are binding. Deadlines refer to the time of arrival at the shipping address. This applies also when Belden pays the transportation costs. If a contract for work and labour is agreed upon for the delivery, then the time of the acceptance is relevant.
2. The place of performance is the point of reception designated by Belden.
3. The supplier is obligated to immediately inform Belden in writing in the event that the stipulated delivery time cannot be kept.

4. The unconditional acceptance of late deliveries does not indicate surrender of associated legal requirements.
5. In the event of default in delivery, Belden is entitled to demand 0.2%, but no more than 5%, of the order value of the deliveries affected as a flat-rate compensation amount per working day of the default. However, the supplier is permitted to provide evidence that Belden has not suffered any loss at all or that the loss suffered is significantly less than the flat-rate compensation demanded. Instead of the flat-rate compensation, Belden can rescind the contract and demand compensation of the loss or damage actually suffered. More extensive statutory claims remain unaffected by this provision.
6. The risk of accidental loss or deterioration is transferred to Belden upon receipt of the deliveries at the shipping address (in the case of delivery in accordance with a contract for work and labour, upon acceptance).
7. The supplier is not authorized to let the order be filled by a third party without written permission. The same holds for the production site. Moving production to another location requires the previous express agreement of Belden.
8. Belden has the right to surrender existing orders under the same conditions to associated Belden companies. If this impairs substantial interests of the supplier, it is entitled to cancel the contract.

III. Packaging and shipping

1. A notice of consignment for each dispatch, including our order number, is to be given to Belden upon shipment of the goods.
2. Unless agreed otherwise, the goods to be delivered should be packed properly and in accordance with industry standards. The supplier is responsible for damage due to defective packing.
3. Deliveries including packaging are to be made at no cost at the point of reception prescribed in each case, unless differently agreed upon in writing. Deliveries for which Belden has to pay freight charges in total or in part are to be transported by the cheapest means of shipping and the least expensive freight rates, unless

Belden has specific a particular means of conveyance. The supplier pays cartage and other expenses at the place of shipment.

4. The supplier bears the risk of transport.
5. All transmission must include a delivery note that indicates the order and item number given by Belden, if necessary internal job number, as well as a notice of whether it is a completed or partial delivery. The delivery note must also contain information about the gross and net weight.
6. There is no agreement to return the packaging. Otherwise the supplier bears to costs of return.

IV. Supplier's declarations, documentary evidence of origin, export controls

1. Separate supplier's declarations as per Regulation (EC) no. 1207/2001, stating the country of origin and customs tariff numbers, must be provided for all goods delivered. If long-term supplier's declarations are used, changes to the information provided in the long-term supplier's declaration must be reported to our Customs Department by separate letter. The obligation to provide supplier's declarations stating the country of origin and customs tariff numbers also covers goods supplied that are not of preferential origin.
2. Certificates of preferential origin must be submitted for suppliers not established in the EU without being requested to do so. Autonomous certificates of origin must be presented on request.
3. The supplier undertakes to inform us of existing export authorization requirements for all materials supplied (including national export list number and that of the USA). Notification must be made directly to our Customs Department together with the supplier's declaration or the documentary evidence of origin. All negative consequences of incomplete reporting or failure to report shall be for the account of the supplier. Indication on other company documents is not permitted.

V. Provision of material

1. Materials and assembly provided remain the property of Belden. Tools and other means of production that are provided or subsidized remain the property of Belden. Upon payment of the agreed-upon subsidy, Belden acquires a co-ownership portion corresponding to the value.

2. The supplier is obligated to take care of the articles, to maintain them, and if necessary to renew them at its own expense. The supplier must include the articles provided in its operating liability and fire insurance.
3. Materials, assemblies, tools and other means of production manufactured or provided by Belden may accordingly be used only for the purpose agreed upon. Deviations require written confirmation by Belden.

VI. Property, relinquishment

No retention of title on the part of the supplier is recognized beyond the simple retention of title.

VII. Pricing

1. Unless otherwise agreed, the prices are fixed and include legal value added tax. They include all costs including free delivery to our shipping address, in particular packaging and shipping expenses, customs duties and similar fees as well as insurance.
2. In the case of pricing from factory or from supplier's storage, shipping must be at the lowest prices, provided Belden does not make any special requirements. Extra costs are to be borne by the supplier.
3. Belden is not obliged to return packaging in the absence of any special agreement or compelling laws. If the packaging must be returned or if the supplier wishes this, then the supplier bears the freight charges for this. If Belden has covered packaging costs, then Belden has the right to return it in each case; the packing costs are then to be credited in full.

VIII. Invoices, payments

1. Invoices are to be sent to Belden's address and must indicate the individual delivery positions and the designation of the delivery notes and dispatch notes as well as the order number, unless another invoice regulation is indicated. They may not be included in the delivery of goods.

The supplier is responsible for all of the consequences arising due to non-fulfilment of the foregoing obligation insofar as it does not prove that these are not attributable to it.

2. Unless otherwise agreed in writing, payments are to be made within 60 days net after receipt of the invoice and delivery of the materials and determination of delivery in due form.
3. The time fixed for payment does not begin until the ordered goods have been completely received or before the agreed upon delivery date. The date of acceptance hold for servicing and other benefits.
4. Payments by Belden do not imply acknowledge of the delivery as being in accordance with the contract and are always on condition of fulfilment of the contract.

IX. Guarantee, notices of defects

1. The supplier is legally responsible for all defects in the delivery, in particular for all (direct and indirect) damage suffered by Belden or by a third party in the case of using the deliveries unless the supplier is not culpable with regard to causing the error..
2. The specifications and designs underlying each delivery relationship are especially relevant for the accuracy of delivery. The provisions of our quality guidelines, known to the supplier, and quality agreements agreed upon individually hold as well.
3. If a delivery is unsatisfactory, then the supplier has to improve it or make a new delivery, as Belden chooses. If the improvement or new delivery fails, then Belden can make an appropriate price reduction or withdraw from the contract an claim compensation.
4. Belden is entitled to demand that the supplier provides compensation for expenses which Belden is to carry as regards dealings with its customers because these customers are entitled to compensation from Belden for the expenses required for the purpose of a subsequent performance, in particular costs incurred for transport, labour and materials.
5. If the supplier is aware that delivered goods shall be resold by Belden or that deliveries shall be reused by Belden, and if the supplier is aware of the country of the resale or reuse, the supplier shall release Belden from all claims which our customers may lodge against Belden as a result of the delivery of faulty goods or other deliveries that are not as agreed upon whether this be on the basis of statutory provisions of substantive German law or on the basis of statutory provisions of the substantive law of the country in which the goods were delivered. The release shall not apply if the

- claim of our customer is based on a breach of obligation on the part of Belden or if the defect or the contractually non-compliant delivery is not attributable to the supplier for other reasons.
6. The period of limitations shall apply in the cases of IX.4 and IX.5 at the earliest two months following the time at which Belden has met the claims of its customers that are lodged against it, at the latest, however, five years following delivery on the part of the supplier
 7. The supplied goods are unsatisfactory also if they do not meet the recognized rules of technology, the relevant operational safety and environmental-protection regulations, accident prevention regulations or other safety-relevant regulations that apply in the Federal Republic of Germany. If the supplier knows that the goods are to be sold on by Belden to another country, then they also have to meet the regulations of that country.
 8. Insofar and as soon as Belden has entered into a quality assurance agreement with the supplier, the incoming-goods inspection at Belden is limited to a quantity and identity check on the basis of the delivery papers as well as a check for transport damage and other identifiable external damage. Belden is obliged to notify the supplier without undue delay in writing about any defects in the delivery as soon as they are discovered in the framework of that limited incoming-goods inspection or later depending on the circumstances of a proper course of business. In addition, the supplier waives the objection of late inspection and defect complaints. When delivering to third parties, any inspection and complaint obligation is only incumbent upon the recipient of the goods, and this is in the framework of this section IX.4 .
 9. The guarantee with respect to material defects ends after 36 months after the delivery, unless another period is expressly agreed upon. In the case of defective titles the supplier exempts Belden from any arising requirements of third parties. A period of limitations of 10 years applies with respect to defective titles.
 10. If the supplier's delivery is responsible for damage, the supplier shall indemnify Belden at its first request from any compensation claims by third parties resulting there from, if the cause of the product damage lies within the supplier's control and organisational area and the supplier is itself liable to third parties. If Belden or its customers implement measures to ward off danger (e.g. call-back campaigns), the supplier shall be liable insofar as it is legally under obligation in this

respect, and it shall release Belden in this respect upon first request.

11. Belden is entitled to recourse claims against the supplier in corresponding application of § 478 and § 479 of the German Civil Code (BGB) (recourse in the consumer goods purchase-supply chain) even if the goods were further processed before being sold by Belden or a customer of Belden, e.g. through installation into another product.

X. Product liability

1. The supplier is by law liable for damage caused by defective products and exempts Belden accordingly from any product liability claims of third parties.
2. The supplier will secure its liability risks by taking out and maintaining appropriate product liability insurance whose limit of indemnity is appropriate to the range of the business relations as well as the concrete liability risk. On request, the supplier will verify the essential facts of insurance (scope and amount of coverage) to Belden. The supplier will inform Belden of any changes to its insurance coverage, without being asked.

XI. Technical documentation; confidentiality

1. Samples, designs, models data media, etc., which Belden makes available to the supplier for filling an order remain the property of Belden and are to be kept confidential. They may not be made available to third parties nor used for the production of goods for third parties nor reproduced, without express prior permission. They are to be sent back to Belden immediately upon completion of the order. The confidentiality requirement applies also after completion of the contract.
2. Belden reserves the right to have a confidentiality requirement signed already at the beginning of a business relationship.

XII. Quality and work safety, health and environmental protection, documentation

1. With regard to its services the supplier is to abide by Belden's specifications, recognised engineering standards, environment- and safety regulations, DIN norms that may apply, agreed technical data and agreements pertaining to the QM system as well as UM system. When required and following prior consultation Belden's customer is to be granted the

opportunity to verify the adherence at the suppliers' premises. The supplier undertakes to abide by all statutory, environment- and technical safety conditions in the manufacturer's and the customer's country, and also to take into consideration the prevailing conditions regarding the environment, electricity and electro-magnetic fields

2. The goods delivered must correspond to the requirements of all of the pertinent EU regulations, particularly the respectively current version of RoHS Directive 2011/65/EU with the amendment of Annex II according to 2015/8653/EU, Regulation (EC) Nr. 1907/2006 (REACH), Low Voltage Directive 2006/95/EC and/or its successor directive 2014/35/EU, Ecodesign Directive 2009/125/EC, Machinery Directive 2006/42/EC as well as General Product Safety Directive 2001/95/EC. In the case of parts which do not correspond to the requirements, this must be shown in the initial sample test report. Whether an approval can be granted is examined in the framework of the approval process.
3. Alterations to the subject matter of delivery shall be subject to our prior, written approval.
4. Work can only commence on the shipping of the initial series delivery (which also applies to product alterations) if the written release of the Belden review has been submitted following the initial shipment of samples in accordance with our Guideline for suppliers.
5. Materials which are potentially hazardous are to be indicated without being asked to Belden.

XIII. Data storage

Belden has the right to process data received in connection with the business relation in the sense of the Federal Law for Data Protection.

XIV. Jurisdiction and applicable law

1. If the supplier is a businessperson, the exclusive area of jurisdiction for all disputes arising from the contractual relation itself is the domicile of Belden in Schalksmühle, Germany (area of jurisdiction Iserlohn). Belden, however, also has the right to sue at the domicile of the supplier.
2. German substantive law applies for the contractual relations, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG). INCOTERMS in their currently valid version shall apply for the interpretation of supply clauses.

XV. Miscellaneous

These Purchasing Conditions completely replace any older versions. If individual regulations are invalid, the validity of the other regulations will not be affected by this. This applies also to the validity of any contracts entered into on the basis of these conditions. This does not apply if adhering to the contract would create an unreasonable hardship for a party.

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