

**omega****IDC Thin Wire Terminal Connector****General Terms and Conditions of Sale****TSG omega Srl**

Date: January 2, 2017

Ind. 01 – Rev.A

1. General notes

- 1.1 These General Terms and Conditions (GTC) shall apply to all sales, supplies and other services to customers (C) by TSG omega Srl (TSG). TSG and C agree that these Terms and Conditions shall be binding on both parties and shall exceed and replace any other term or condition applied by C which shall renounce it even if it forms the basis of the order or if reference is made thereto in forms or other documents of the C.
- 1.2 The GTC of TSG shall apply likewise to all subsequent transactions, including in the event that no reference is made thereto again at the time of the conclusion thereof.
- 1.3 Any ancillary agreements or amendments and supplements to the contract and GTC of TSG shall be valid only if agreed in writing with this latter, with express reference to the amended clause of the GTC.

2. Proposal and documentation

- 2.1 TSG's proposals shall not be binding and shall have a maximum validity of 30 days as from the date of the proposal, unless otherwise expressly indicated in the proposal.
- 2.2 All information contained in the catalogues, price lists and other documentation of TSG shall be subject to gradual changes in terms of specifications, design, products and other alterations which may affect the delivery terms and prices. C shall be bound to consult the latest version which shall be the only binding version for both parties.
- 2.3 Drawings, documentation, forms and every other document shall remain the property of TSG. No right of use is granted for the industrial property rights of TSG and its associated companies. The industrial property rights shall be respected. In particular, the reproduction and transmission to third parties of documents or forms, in particular documents protected by copyright, is prohibited without the prior written agreement of TSG. Upon request, all these documents and forms shall be returned to TSG.

3. Prices

- 3.1 Unless otherwise agreed in writing, prices shall be deemed to be in the currency indicated in the proposal, including packaging, exclusive of VAT and ex works at the corresponding factory/warehouse of TSG resulting from the delivery note.
- 3.2 As a rule, prices shall be updated annually. All the prices and payment terms agreed shall remain valid for the periods indicated in the proposal by TSG and C or, failing this, for six (6) months at the most from the date of the proposal from TSG. Should the costs incurred by TSG, in particular the costs relating to raw materials, undergo changes the (sic) exceeding 5%, TSG shall be entitled to request a change to the prices agreed for the products in an equal percentage. The change to the prices shall enter into force for deliveries made 30 days after written communication of the change. Should the C refuse these price changes or should the parties fail to agree on a new price within one month, following the invitation to negotiate, TSG shall be entitled to terminate the contract in writing with immediate effect, with the right to suspend the deliveries planned in the orders not yet dispatched without having to answer for the consequences of this decision in any way. The parties shall be free to extend the term of one month stipulated for the negotiations on price changes, in writing.

4. Orders, delivery dates, partial delivery and force majeure

- 4.1 Orders shall be transmitted to TSG in writing, including via fax or e-mail, specifying in each the number of parts and place of delivery if other than the head office of C, as well as the delivery dates. Orders relating to products manufactured in series may be cancelled or amended by the C up to 30 days prior to the date stipulated for delivery. In the case of a revocation of orders relating to products made

specifically for the C, arriving up to 60 days prior to the date planned for the delivery, C shall be charged a cost of 50% of the supplies of parts; in the event of a later revocation, C shall be charged the entire amount of the supply. In the case of the failure to collect or delayed collection of the goods ordered, C shall be charged for this, by way of a penalty, 60 days as from the agreed delivery date. The order shall be deemed accepted only on receipt of the order confirmation from TSG. Should the delivery date correspond to a span of time (and not to a specific date), this shall begin to run as from the date of written confirmation of the order.

- 4.2 Each delivery date shall be extended for a suitable period if TSG has not received information or documents required, in due time, if these are amended by the C later with the agreement of TSG or if a payment instalment is delayed.
- 4.3 Should the failure to comply with a delivery date not be attributable solely to the fault of TSG, the C shall not be entitled to withdraw from the contract or to waive the supply or to request any compensation for loss. Besides, the limitation of liability shall apply as provided for in clause 10.
- 4.4 In the event of force majeure or in the case of other exceptional events outside its control (including strikes), making the delivery impossible or extremely difficult, TSG may limit or halt the supply as long as the obstruction lasts or withdraw from the contract. "Cases of force majeure" shall include inter alia: war, riots, insurrections, acts of sabotage or similar events, strikes or other forms of trade-union struggle, promulgation of new laws and orders, delays consequent upon actions or omissions of a government or its authorities, fire, explosion or other unavoidable events, flood, hurricane, earthquake or other exceptional natural events. In no case of force majeure may TSG be called on to answer for claims in relation to services not provided, provided irregularly or delayed.
- 4.5 Partial supplies shall be permitted. In the case of continuous supply contracts, each partial supply shall be deemed an operation in itself. Should a partial supply be impossible or take place late, this shall not entitle the C to withdraw from the entire contract or claim compensation for loss.
- 5. Dispatch and taking delivery of the goods by the Customer**
- 5.1 Should the act of taking delivery be delayed or be impossible for reasons not attributable to TSG, this latter shall be entitled to store the goods in its premises or those of third parties, at the cost and risk of the C. In this way, the relative obligations of TSG shall be deemed fulfilled.
- 5.2 Should the C fail to communicate its own instructions in good time, the goods shall be packaged as planned for road transport. The standard packaging of TSG is in non-stackable boxes. TSG reserves the right not to accept any special packaging requested by the C.
- 6. Documents, payment, compensation and default interest**
- 6.1 Should TSG supply products to a cross-dock from which [the products] are transferred to the place of final destination in another country by the C, the C shall be obliged to make available to TSG copies of the transport documents as well as copies of the Customs documents (if required), in the event that the goods are exported from the European Union, within one month as from arrival of the goods at the cross-dock.
- 6.2 At any time during the contractual relationship, the C shall be bound to guarantee that the correct, valid VAT number of the corporate party (main company/subsidiary) is communicated to TSG, based on which the goods or services are ordered from TSG.
- 6.3 All invoices must be settled net within 30 days. This shall be without prejudice to other written agreements between the parties.
- 6.4 Compensation of amounts of any kind shall be excluded, unless the counterclaim is accepted in writing by TSG or established by a decision that has become *res iudicata*.
- 6.5 Should there be several outstanding amounts receivable, TSG shall be entitled to establish which of these have been extinguished by payments from C irrespective of the charging of this latter.
- 6.6 Payments may be negotiated or reduced as a result of complaints only with the express written agreement of TSG.



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6.7 In the event of a delay to the payments, C shall be charged the interest provided for in the case of delayed payments in Legislative Decree No. 231 of 9 October 2002, and consequently update and integration, according to integral receipt of Decree 2001/7/EU.

7. Customer default and insolvency

7.1 Should the C default on an entire payment or part thereof, all the payment obligations existing with regard to TSG shall become payable immediately, including those deriving from other contracts. The same shall apply if the C were to suspend its payments, if the start of composition, winding-up or similar proceedings were requested or decided with regard to its assets or if other circumstances were determined which threaten to cause the insolvency of the C.

7.2 In the event of a payment delay by the C, TSG may suspend/refuse to affect the other supplies already ordered, in full or in part, until full payment of the amount owing or may subordinate these to a payment in advance or provision of a guarantee, without prejudice to its other legal and contractual rights.

8. Reservation of ownership

8.1 The goods sold shall remain the property of TSG until receipt of full payment of the selling price. Should it fail to fulfil its payment obligation in full, C acknowledge the right of TSG to request the immediate return of the goods not paid for.

9. Warranty

9.1 The warranty shall last one year as from the transfer of risk.

9.2 TSG shall not issue explicit or tacit warranties of any kind exceeding the specifications of the TSG product or the agreed specifications of the product. Under no circumstances shall TSG's warranty relate to suitability for the market or use for a specific purpose.

9.3 Any defects of the goods must be communicated to TSG immediately in writing. Obvious defects must be notified within 8 days as from delivery. Hidden defects must be notified as soon as they are determined or it has been possible to determine them and, in any case, within and not later than 8 days as from that time. Failing this, the C shall lose all rights deriving from the warranty.

9.4 In the case of a defective supply, TSG shall replace or repair the goods free of charge without delay or grant a suitable price reduction, as it sees fit. Should the goods still be defective, despite the replacement or repair, the C may ask for a suitable price reduction. Further claims from C are expressly excluded, particularly with regard to the termination of the contract, but shall not include the legal title on the basis of which they are asserted. Besides, liability shall be limited in accordance with the provisions of clause 10.

9.5 Complaints regarding partial supplies shall not authorize C to refuse the performance of the entire contract by TSG and shall not permit C to suspend payments owing for the remaining supply or for other supplies.

10. Liability

10.1 Insofar as this is permitted, TSG's liability is limited, in any case, to compensation for direct loss (that is, re- installation or product replacement costs, selection costs and direct labor costs, with the exception of any recall costs) - even if it derives from an infringement of industrial property rights. Any liability for indirect or consequential loss, including loss of earnings, but not limited thereto, shall be excluded. TSG shall answer only for the loss which it has caused following its negligence at least.

10.2 Under no circumstances shall TSG answer for an amount exceeding the value of the supply concerned.

11. Protection rights

11.1 TSG is and shall remain holders of all industrial property rights. In the case of orders, the execution of which involves development activities, TSG shall be the sole owner of that produced from these activities including, *inter alia*, all projects, drawings, models, ideas, software, documentation and all other documents as well as all the relative industrial property rights which refer thereto and have been filed in this regard. Rights of use or licenses with regard to that resulting from the development or the

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industrial property rights, including “state of art” product development for specific Customer application, shall not be granted to the C, either implicitly or explicitly.

12. Trade marks

12.1 Rights in respect of a trade mark of TSG shall not be transferred with the item purchased. The purchase of products with the trademarks of TSG shall not mean the purchase of the rights over the aforesaid trademarks nor the right to use them independently of the product purchased. The only way to purchase these rights would be to draw up a separate written agreement in this respect.

13. Confidentiality and protection of personal data

13.1 The C undertakes to keep secret and not to disclose to third parties the confidential information received from TSG within the framework of the business relationship.

13.2 In accordance with Legislative Decree no. 196 of 30 June 2003, and subsequent amendments (Code regarding the protection of personal data) the parties mutually agree that are known the information specified in the decree above, each Party shall provide the other consent to the processing of their data directly or indirectly through third parties, as required by law, in relation to the purposes necessary for the contract management.

14. Invalidity and partial nullity

14.1 Should a clause of these GTC be or become invalid, this shall not prejudice the validity of the remaining clauses. The invalid clause must be replaced with a valid one which fulfils the same original, legal and economic purpose, as far as possible.

15. Place of performance, applicable law and competent court of jurisdiction

15.1 The place of performance for the services of the C and TSG is Brescia (BS), Italy.

15.2 The legal relationship between TSG and C is governed by Italian law only.

15.3 For all disputes, which might derive from the contractual relationship, in relation thereto or regarding the validity and performance thereof or that of these GTC, the sole competent court of jurisdiction shall be that of Brescia, Italy.

With reference to Art. 1341 and 1342 of Italian civil code, the Customer expressly declare to have read and accepts the following provisions:

3. Prices**4. Orders, delivery dates, partial delivery and force majeure****5. Documents, payment, compensation and default interest****7. Customer default and insolvency****8. Reservation of ownership****10. Liability****15. Place of performance, applicable law and competent court of jurisdiction**