

**General Terms of Sales and Delivery
of Hirose Electric Europe B.V., Amsterdam,
The Netherlands**

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1. Definitions

1.1. In this document the following words shall have the following explicit meaning:

1.1.1. "The Seller" shall mean Hirose Electric Europe B.V., a private company with limited liability incorporated under the laws of The Netherlands with its statutory seat at Schiphol-Rijk and its main place of business at Hogehilweg 8, 1101 CC Amsterdam Z-O, The Netherlands, and/or any of its branches, subsidiaries, successors and/or permitted assigns;

1.1.2. "The Buyer" shall mean the legal person, corporation, organization or person, who purchases the Products from the Seller;

1.1.3. "Party" shall mean either the Seller or the Buyer, jointly referred to as "Parties";

1.1.4. "Product", respectively "Products" shall mean the articles or goods or commodities to be supplied to the Buyer by the Seller, mainly, but not limited to, connectors, cable assemblies and parts thereof, also hand tools for harnessing purposes;

1.1.5. "List Price" shall mean the list of prices of the Products maintained by the Seller as amended from time to time;

1.1.6. "GTSD" shall mean the present General Terms of Sales and Delivery of Hirose Electric Europe B.V., Amsterdam, The Netherlands, in the actual wording and/or as amended from time to time;

1.1.7. "Incoterms" shall mean the international rules for the interpretation of trade terms as published by the International Chamber of Commerce, Paris, France in the year 2010 and as amended from time to time;

1.1.8. "IPR" shall mean Industrial Property Rights" including all patents, registered and unregistered designs, copyrights, trade marks, logos, know-how and all other forms of intellectual property wherever in the world enforceable.

2. General

2.1. These GTSD shall apply solely to all present and future contracts for the sale of Products by the Seller to the Buyer to the exclusion of all other terms and conditions referred to, offered or relied on by the Buyer whether in negotiation or at any stage in the dealings between the parties, including any standard or printed terms tendered by the Buyer, unless the Buyer specifically states in writing, separately from such terms, that it wishes such terms to apply and this has been accepted and confirmed by the Seller in writing.

2.2. By placing an order, the Buyer accepts these GTSD without qualifications. The Buyer's general / purchasing / any other terms and conditions shall not apply to any contract, sale and delivery of the Seller to the Buyer, even if the Buyer declared such own terms and conditions solely applicable and the Seller has not explicitly rejected them in writing. The same shall apply also in case that the submission or acceptance of an offer by the Buyer is made subject to its own terms and conditions and has last shot priority.

2.3. Any deviation to these GTSD (including any special terms and conditions agreed between the Parties) shall not be applicable unless agreed in writing by the Seller.

2.4. The Seller may amend these GTSD at any time. The amended GTSD shall apply in respect of all contracts concluded between the Seller and the Buyer or orders placed by the Buyer after the amendments have been made.

3. Quotation, Order, Conclusion of the Contract

3.1. All offers and quotations submitted by the Seller to the Buyer shall be without prejudice, being subject to change and non-binding unless otherwise expressly stated or agreed by the Seller in writing.

3.2. No order submitted by the Buyer shall be deemed to have been accepted by the Seller unless such shall be acknowledged or confirmed explicitly by the Seller through an order confirmation in writing sent by mail or by facsimile, alternatively, electronically by eMail and/or eMail attachment (.pdf-file), also by EDI or Web-EDI (if EDI was agreed in advance by the Parties for communication purposes), or conclusively through the delivery of the ordered Products to the Buyer. A mere confirmation that an order of the Buyer sent by eMail and/or by eMail attachment has been received by the Seller shall not constitute itself a binding declaration

of acceptance of the contractual offer by the Seller, unless the acceptance has been expressly declared in such confirmation of the receipt.

3.3. Any order of the Buyer shall be acknowledged or confirmed under the suspensive condition that the creditworthiness of the Buyer is confirmed by a credit agency. Provided that the creditworthiness and/or the credit rating of the Buyer shall not be sufficient for deliveries on account, the Supplier may, at its own choice, ask the Buyer to provide either collateral securities, alternatively, pre-payment or C.O.D.

3.4. The Buyer shall not be authorized to terminate, modify or reschedule unilaterally a contract concluded by order confirmation or parts thereof, unless the Seller gives its approval thereto in writing; the Buyer shall bear any additional costs that are notified by the Seller in its approval.

4. Price and Terms of Payment

4.1. Deliveries of Products and rendering of services shall be carried out according to the prices and conditions of the written order confirmation and/or in accordance with the List Price, which is valid at the time of the conclusion of the contract. In case of discrepancy, the written order confirmation shall prevail.

4.2. All prices of Products or services shall be stated in Euro (EUR), net, exclusive of V.A.T., being based on the Incoterms' rule ex warehouse (EXW), place Amsterdam, The Netherlands, unless stated or agreed explicitly otherwise in writing.

4.3. Invoices may be sent by the Seller electronically (eBilling) by eMail as eMail attachment (.pdf-file) without bearing a digital signature, such paperless electronic invoice being fully valid without restrictions, whereas the Seller shall be released from its obligation to send such invoice also by mail (post) or facsimile. The Buyer may print out such invoice received by eMail and/or archive it digitally using an adequate document management system and observing any legal requirements therefore, whereas the risk of losing the input tax deduction is exclusively with the Buyer.

4.4. Unless stated or agreed otherwise in writing, all sales must be paid within 30 days of the invoice date by the Buyer into the bank account named by the Seller.

4.5. Once the said period of 30 days after the invoice date has expired, the Buyer shall be in default. Should the aforesaid period be exceeded, the Buyer shall, as of the date, on which the period is exceeded and without any further notification, owe the statutory interest on the payable and due amount as referred to in Article 119, Book 6 of the Dutch Civil Code or the trade default interest as referred to in Article 119a Book 6 Dutch Civil Code valid on that date per month or a part of a month, without prejudice to the other rights of the Seller.

4.6. A cash discount deduction is accepted only in the case of a prior, special written agreement between the Seller and the Buyer.

4.7. The Seller is not obligated to accept cheques in lieu of payment. If such shall be accepted by the Seller, then acceptance occurs only upon fulfilment. The Buyer will bear any non-redemption costs of dishonoured / returned cheques.

4.8. Payment of amounts owed to the Seller may not be suspended, neither may such amounts be offset against any claims the Buyer may have, nor may the Buyer attach such amounts while these are in its possession, which shall also be understood to mean attachment by any other group and/or affiliated companies.

4.9. The payments made by the Buyer shall, first of all, be used to pay any interest owed to the Seller as well as any collection costs incurred and then to settle the oldest outstanding invoices in the invoice issuing date order.

4.10. All extrajudicial costs, including the costs of legal assistance, incurred in order to collect the outstanding amounts shall be borne by the Buyer. The extrajudicial costs have been fixed at 15% of the total outstanding amount, with a minimum of EUR 175.

5. Delivery

5.1. All delivery dates are non-binding for the Seller, unless such shall have been explicitly stated or agreed in writing as binding, e.g. marked as fixed or binding in the order confirmation.

5.2. The Seller shall notify the Buyer when the ordered and confirmed Products are ready for shipment, usually at the Seller's logistic partner's depository located in Amsterdam, The Netherlands. The Buyer shall send to the Seller and/or to the Seller's logistic partner shipping instructions or a routing order regarding the delivery. Such may be either a permanent instruction or instructions for every shipment in part and may consist either of data regarding the forwarder nominated by the Buyer to handle the shipment on its own account, or instructions to the Seller to handle the shipment using the Seller's own logistic partner on the expense of the Buyer, unless otherwise stated or agreed in the order confirmation, which shall prevail over these GTSD.

5.3. The Seller shall make all reasonable efforts to deliver all Products to the Buyer as set out in the order confirmation and all in one load. Dates or periods specified for delivery are not of the essence, unless such were firmly agreed in writing as binding by the Parties.

5.4. In case that the Buyer shall request the Seller to deliver the Products to another location – especially to another country – than the shipment address foreseen in the initial order confirmation, additional shipping costs that may arise are to be borne by the Buyer.

5.5. Unless otherwise stated or agreed, part and/or multiple shipments as well as direct shipments from the pre-supplier may always be possible notifying the Buyer accordingly.

5.6. In case a delay in delivery may arise, which shall be beyond the Seller's reasonable control and which the Seller can not prevent despite using the required care, such events including, but not limited to, force majeure, governmental action, labour disputes, shortage of raw material, energy supply problems or transportation delay, the Seller shall notify the Buyer about such circumstances on time and to take also all possible steps to deliver the Products as soon as reasonably practicable after the date specified for delivery, keeping the Buyer informed of such change in the delivery date.

5.7. Excepting for firm delivery dates acknowledged by the Seller, all other estimated delivery dates shall not, if exceeded, and even if the Seller should have received a notice of default, undertake the Seller to pay any compensation to the Buyer and shall also not entitle the Buyer to suspend or terminate the contract, to cancel the order or a part thereof or to refuse to carry out any other contractual obligation assumed and arising from the sale agreement or any other agreement connected thereto.

5.8. In the event that the Seller is unable to deliver the Products to the Buyer due to circumstances beyond the Seller's reasonable control, the Seller may cancel the Buyer's order or any part thereof, even though the Seller may have already accepted it, without resulting liability.

5.9. The Seller shall not be liable for any loss the Buyer is claiming arising or resulting from:

5.9.1. delay in delivery, or failure to deliver, or change in location or in method of delivery, due to circumstances beyond the Seller's reasonable control, including, but not limited to, if the Buyer has failed to give to the Seller adequate delivery instructions;

5.9.2. part and/or multiple deliveries.

5.10. Without prejudice to any other right or remedy available to the Seller, if the Buyer fails to take delivery, or fails to give to the Seller adequate delivery instructions, being in both cases, in default of acceptance, also, if the Buyer failed its payment obligations at the time stated for delivery having overdue payable from past deliveries, then, after a reasonable period of grace fixed by the Seller and notified to the Buyer, the Seller is entitled, at its own choice, to:

5.10.1. store the Products of the actual delivery until the Buyer shall fulfil the aforesaid obligations it failed to fulfil, whereas the Seller may charge the Buyer for the reasonable costs of storage; or

5.10.2. sell the Products at the best price readily obtainable and charge the Buyer for any shortfall below under the price agreed between the Seller and the Buyer.

6. Risk

6.1. The risk of an accidental loss or impairment of the Products shall pass to the Buyer – even if a carriage-free consignment has been agreed upon – with their handing over to the Buyer or its appointee or with their handing over to the carrier or forwarder, the latest with the goods leaving the Seller's logistic partners depository.

6.2. The Buyer shall inspect the shipment, the parcels, and the Products at the goods receipt and claim obvious transport damages immediately to the forwarding agent in writing, respectively mentioning such damages on forwarder's shipping transfer note, notifying also the Seller thereof within three (3) days subsequently.

6.3. Other claims of the Buyer regarding delivery discrepancies must be submitted in writing to the Seller within seven (7) days after the goods receipt of the Products and/or the provision of services.

7. Title

7.1. Notwithstanding the delivery and the passing of risk in the Products, the title and property in the Products, including full legal and beneficial ownership, shall not pass to the Buyer until the Seller has received payment in full in cleared funds for all Products or goods delivered and services rendered to the Buyer or for any other balance arising from deliveries to the Buyer on open account under this and all other contracts between the Seller and the Buyer, for which payment of the full price of the Products thereunder without any set-off, deduction or deferment on account of any disputes or counterclaims has not been received by the Buyer ("All Monies Clause" – "All Sums Clause"). Payment of the full price of the Products shall include the amount of any interest or other sum payable under the terms of this and all other contracts between the Seller and the Buyer, under which the Products were delivered. This shall include also any claims ensuing from the non-performance on the Buyer's part of one or more agreements.

7.2. If the Products delivered by the Seller to the Buyer shall be processed, converted, joined or mixed with one or more other movable goods, irrespective, if such shall be its own goods or belong to other suppliers, the Seller will implicitly acquire property or common ownership of the new items created at the ratio of the value of Products to the total value of the new items created by the processing and converting. The Buyer shall store the newly created items for the Seller free of any charge. In as far as the Seller becomes joint owner of the new items created by the processing or converting or by the intermixture, the regulations applying to goods delivered under retention of title shall apply accordingly

to this new items and to the co-ownership share of the Seller.

7.3. The goods delivered by the Seller to the Buyer, which fall under the retention of title clause pursuant to paragraph 7.1., can only be sold on within the context of ordinary business operations. Moreover, this privileged property of the Seller may not be assigned, pledged, placed in escrow or title thereto transferred to any other third party, unless explicitly agreed by the Seller in writing.

7.4. In the event that the Buyer delays payment or expects to discontinue payment, also if there is a founded reason to assume that the Buyer will do so, the Seller shall have the right to repossess the Products that are in the Buyer's possession. The Buyer shall then grant unrestricted access to its depositories situated at its own or at third parties' locations without prior notice and during its office hours to the Seller's representatives, who have been granted the right to pick up the Products, to which the retention of title referred to in paragraph 7.1. does apply. The exercising of rights arising from the retention of title through a demand of the Seller to the Buyer to return the Products, inclusively through the repossession of the Products by recovering such at the Buyer's depositories due to non-payment shall in no case be deemed to be considered a rescission of the contract and/or a waiver for the fulfillment of the Buyer's contractual obligations.

7.5. For the case that a third party intends to or announced already to claim or to establish or to exercise its rights to the Products delivered by the Seller to the Buyer under the retention of title clause, or a bailiff has already seized the Products, the Buyer shall inform the Seller without delay and as quickly as this can be reasonably expected. This applies also new items created by the processing or converting the Products, for which the Seller acquired implicitly property or common ownership. The Buyer shall also explicitly notify such third party and/or the bailiff that the Products are not in its own property but in the Seller's privileged property, respectively that the new created items are in common ownership due to prolonged and extended retention of title of the Seller.

7.6. The Buyer shall undertake to:

7.6.1. insure the Products delivered under the retention of title clause as well as the new items created by the processing or converting the Products, keeping such insured adequately, at its own expense and at their full replacement value against damages or losses by fire, water, burglary and theft, as well as against natural disasters, and to submit the insurance policy to the Seller for inspection;

7.6.2. pledge to the Seller all of the Buyer's and insurer's claims to the Products delivered under the retention of title clause at the Seller's first request and in the manner described in Article 239, Book 3 of the Dutch Civil Code;

7.6.3. pledge the claims that the Buyer acquires from its customers when selling on the goods delivered by the Seller under the retention of title clause at the Seller's first request and in the manner described in Article 239, Book 3 of the Dutch Civil Code;

7.6.4. mark the goods delivered under the retention of title clause as property of the Seller;

7.6.5. co-operate in other ways at the Seller's first request with all the reasonable measures that the Seller wants to take with regard to its right of ownership of the goods and not unreasonably impede the Buyer in the performance of its normal business operations.

7.7. The Seller shall be entitled, by means of a deed and the notification thereof to the Buyer to transfer its ownership and retention of title to financiers, leasing companies, credit sales insurers or holders of a pledge on the Seller's receivables. The Buyer hereby declares that it agrees implicitly to this.

8. Warranty

8.1. The warranty period shall be twenty-four (24) months counted from the invoice date of the delivered Products to the Buyer, provided the Products have been professionally stored, maintained and used by the Buyer.

8.2. Where the Products have been manufactured by the Seller and are found to be defective, the Seller shall, as a supplementary performance, repair, or in its sole discretion, replace (re-supply and/or re-manufacture) defective Products free of charge within the aforesaid warranty period subject to the following conditions:

8.2.1. the Buyer notifying the Seller in writing immediately upon the defect becoming apparent, describing such defect in detail;

8.2.2. the defect being due solely and unequivocally to the faulty design, materials or workmanship of the Seller.

8.3. Apparent defects shall be reported in writing by the Buyer to the Seller within fourteen (14) days after the receipt of the delivered Products and defects which can not be detected within this period despite a diligent examination shall be reported in writing immediately after their detection.

8.4. Any Products to be repaired or replaced shall be returned by the Buyer to the Seller if requested so at the Seller's expense and following exclusively its routing instructions within fourteen (14) days after the Seller requested the Buyer to do so. The Seller will bear return and resending costs only provided that the claim proves to be legitimate and the Seller is solely and unequivocally responsible for the defect, otherwise such costs shall be borne by the Buyer.

8.5. The Buyer shall have no right to rescind the contract or any other agreement between the Seller and the Buyer due to faulty Products, for which the Seller

carries out or declares to accomplish a supplementary performance repairing or replacing of the defective Products, whereas the Buyer shall grant the Seller an appropriate respite for such supplementary performance, such being not less than three (3) weeks from the date the Seller was notified about the defective Products or from the date the faulty Products were received by the Seller in the case of repair, whichever occurs last.

8.6. If the supplementary performance shall definitely fail, the Buyer may either claim abatement or declare the rescission of the contract, but limited to the faulty delivered Products. The rectification of the defect shall be considered to have failed with its second futile attempt unless further attempts to rectify the defect can be considered as being appropriate and reasonable for the Buyer.

8.7. Any Products delivered by the Seller shall not imply any certified characteristics in a legal sense, unless such were stated or agreed explicitly by the Seller in writing in contractual documents.

8.8. For repaired or replaced Products the warranty period shall end the same with the original delivered Products.

8.9. Only the Buyer itself shall be entitled to raise claims for defective Products to the Seller, warranty claims shall not be assignable to third parties.

9. Liability

9.1. Except in the case of legal liability pursuant to provisions of mandatory law, excepting also deliberate acts or omissions, intent, or gross negligence, any liability of the Seller for any further damage, including, but not limited to, any indirect or collateral damage, consequential damages or lost profits of the Buyer or any other third party is excluded.

9.2. In case of ordinary negligence the Seller's liability shall be limited to the breach of the main contractual obligations assumed by the Seller explicitly, while for slight negligence, damages that are atypical for the contract or not foreseeable, any liability and compensation is excluded, unless a relevant contractual obligation assumed by the Seller explicitly has been broken by the Seller and/or its vicarious agents.

9.3. The onus of proof shall be on the Seller and/or the claimant to prove the damage, the defect and the causal relationship between the defect and the damage.

9.4. The Buyer shall indemnify the Seller against all claims for compensation brought by third parties in respect of which the Seller is not liable under these GTSD.

9.5. Liability due to mandatory statutory regulations, particularly due to the Netherlands Product Liability Act, the EU Product Liability Directive, remains unaffected.

9.6. Claims for damages shall become statute-barred, if no shorter period is stipulated by law, at the latest twelve (12) months after the main contractual obligations have been fulfilled or when the contract period ends, whichever is sooner.

10. Industrial Property Rights

10.1. Nothing contained in these GTSD shall constitute a grant of any license or right under any patent or trademark of the Seller, its subsidiaries and its companies group, nor shall it be so construed as conferring any such license or right by implication, estoppel, implication by law or otherwise. Any use of the patents, trademarks, brands, logos or any other IPR belonging to the Seller or the Seller's companies group requests mandatorily the prior authorization of the Seller in writing.

10.2. No rights to manufacture products similarly to the Products delivered by the Seller to the Buyer using the patents, trademarks, brands, logos or any other IPR belonging to the Seller or the Seller's companies group shall be conferred through these GTSD.

10.3. Samples, specifications, drawings, plans, information and other documents, which are mutually exchanged between the Seller and the Buyer for the purpose of signing and, if applicable, implementing the contract shall remain the property of the Party providing such. The Buyer may not make such available to any third party in whatever form or use or exploit them in any other form (in particular, for registering industrial or intellectual property rights, patents, etc.), except with the explicit written approval of the Seller.

11. Force Majeure

11.1. If the performance of the Supplier shall be prevented, restricted, interfered with, or delayed by reason of any cause beyond Supplier's reasonable control, due to, but not limited to, natural disasters, like earthquakes, tsunamis, fires, flooding, storms, typhoons and hurricanes, volcano ash, also by wars, hostilities between nations, riots, civil commotions, insurrections, strikes, lockouts, any other major labour disturbances, breakdown of plant and/or equipment, shortages of raw materials or energy at the Supplier, its upstream suppliers or sub-contractors, plane crashes, vessel, train or truck accidents, any other industrial or transportation accidents, sabotages, terrorist acts, operational disturbances without fault, governmental measures and acts, embargoes, then the Supplier shall, on declaring without delay force majeure in writing to the Buyer, be released temporary from such performance liability to the extent of such prevention, restriction, interference, or delay, provided that the Supplier shall use its reasonable best efforts to avoid or remove such causes of non-

performance and shall continue performance with the utmost dispatch whenever such causes are removed.

11.2. During the duration of force majeure, each Party shall bear its own costs resulting from the delay in execution of its contractual obligations assumed. Claims of compensation due to force majeure events shall be excluded.

11.3. In any case of Acts of God / force majeure events the Buyer may not declare the rescission of the contract or to cancel any other agreement between the Seller and the Buyer, unless agreed with the Seller in writing.

11.4. If the events, which caused the Act of God shall persist longer such time that the Seller considers unreasonable, it may, without liability on its part, terminate or withdraw partially from the contract.

12. Relationship of the Parties

Nothing contained in these GTSD shall be construed as establishing or implying any partnership or joint venture between the Parties, also nothing in these GTSD shall be deemed to construe either of the Parties as the agent of the other.

13. Sub-contracting and Assignment

13.1. The Seller may transfer for the fulfillment of its obligation to perform such obligation in part or in full to its vicarious agents such as, but not limited to, sub-contractors, including from one sub-contractor to another, without having to notify the Buyer accordingly.

13.2. The rights and obligations of the Parties deriving from the present GTSD shall be binding upon and shall inure to the benefit of each of the Parties' permitted successors and assigns.

14. Waiver

The failure of the Seller to enforce at any time or for any period one or more provisions of the present GTSD shall not constitute a waiver of them or of the right of the Seller to enforce any term at any time. All the Seller's original rights, powers, exemptions and remedies shall remain in force notwithstanding any neglect, forbearance or delay in the enforcement of them.

15. Severability

If any term or provision of these GTSD shall be found to be invalid, illegal or unenforceable or become ineffective for any reason by any court of competent jurisdiction such provision shall be severed and the remaining terms or provisions hereof shall continue in full force and effect as if these GTSD had been agreed without the invalid, illegal unenforceable or ineffective term or provision. The appropriate provisions of Dutch Law shall substitute any such invalid, illegal unenforceable or ineffective term or provision. Also, the Supplier reserves the right to amend such term or provision in order to make it legally valid.

16. Place of Performance

The place of fulfillment for the delivery and payment of the Products as well as of all other performances shall be Amsterdam, The Netherlands, unless explicitly agreed otherwise in writing between the Seller and the Buyer.

17. Governing Law and Jurisdiction

17.1. These GTSD and all other agreements arising thereof shall be governed exclusively in all respects by the substantive law in force in The Netherlands.

17.2. The Vienna Sales Convention (the Convention of the United Nations Concerning Agreements for International Sales of Goods - C.I.S.G.) dated 11 April 1980 or any other international regulation on sales law, where exclusion thereof is permitted, shall not apply to these GTSD.

18. Venue

For any dispute that may arise between the Parties in respect of or in connection with these GTSD and/or all other agreements that may result thereof or basing on them, also, notwithstanding any statutory rules for the competence of the civil court, the Parties agree the exclusive jurisdiction of the pertinent local court competent for the Seller's place of business located in Amsterdam, The Netherlands.

19. Binding Language Version

Should there be any discrepancies between the English wording of these GTSD and a translation thereof the English text shall be controlling and prevail in its meaning.