

General Terms and Conditions of Sales of CABLEX Group

I. GENERAL PROVISIONS

- a) These General Terms and Conditions of Sales (hereinafter "GTCS") apply to all proposals, quotations, acknowledgements, agreements, contractual declarations, purchase orders and order releases, goods supplied and services performed by CABLEX d.o.o. and its subsidiaries (hereinafter referred to as "Seller") to its customer (hereinafter referred to as "Buyer"), unless explicitly agreed in other documents which are referred to herein, mutually agreed-on, or are attached hereto or in a document subsequently signed by Seller and referencing this transaction.
- b) Any general terms of the customer that contradict, supplement or differ from these GTCS have no contractual value, unless formally accepted in writing by Seller.
- c) These Terms and Conditions are only for the benefit of both parties, except all disclaimers and limitations applicable to Seller shall be for the benefit of Seller's employees, contractors, and suppliers. If any other provisions of the Agreement determinate to other parties, all other provisions including limitations, waivers, and disclaimers shall also apply.

II. QUOTATION, ORDER (CONTRACT), CHANGES AND CANCELLATION

- a) Quotations are valid for ninety (90) days from date of issue, unless otherwise specified. Quotations are non-obligatory and free of charge. Any change in quantity, sales conditions, technical specification, packaging or any other agreed parameter of quoted goods is subject to new negotiations and requires a new quotation issued by Seller.
- b) Orders must be concluded in written form or transmitted via electronic data interface (EDI).
- c) Seller objects and is not bound by any term or conditions on Buyer's order which is different from or in addition to Seller's GTCS.
- d) No terms, conditions, description, price, quantity or delivery schedule shall be changed, and no other term and condition shall be binding upon Seller without written authority from Seller's authorized representative.
- e) Buyer may not, under any circumstance or for any reason, cancel its order or any part thereof unless Seller has received written notice of the cancellation more than agreed production lead time prior to the shipping date last agreed by Seller or at least sixty (60) days for the order or portion thereof being cancelled. In the event of any such cancellation or change of any order, Buyer shall reimburse Seller for all costs and expenditures made or committed to be made by Seller up to the date of Buyer's cancellation receipt which will be determined on "case by case" basis. Such reimbursement shall include, but is not limited to, all expenditures for raw materials, semi-finished goods, finished goods, transportation costs, import duties, custom fees, and production costs.
- f) Urgent orders can be arranged if raw materials are available. Additional production and/or transportation costs may be imposed, which needs to be confirmed by Buyer in written notice.
- g) Due to long delivery times of raw materials Forecast/Orders of twelve (12) months in advance are required, after project is nominated to Seller and samples confirmed, otherwise stated delivery time might not be fulfilled by Seller. Any consequences deriving thereof, especially but not limited to any production stops, are at total discretion of Buyer. A list of critical components can be provided by Seller upon request.
- h) Pre-serial and serial production can only be started if Purchase Order is submitted and PPA approval is available.
- i) General production lead time is six (6) weeks, if not otherwise stated in quotation, after placing official purchase order and once material is available. Any deviation thereof will be shared to Buyer by Seller in written Form.

III. PRICES AND PAYMENT TERMS

- a) Goods shall be delivered Free Carrier – FCA (Incoterms 2020), unless otherwise provided in quotation. Whether or not Seller prepays shipping charges, risk of loss passes to Buyer upon delivery of the goods to carrier.
- b) Prices do not include taxes, transportation charges, engineering documentation and special packaging and Buyer shall pay all such charges, if not otherwise agreed. All prices are in Euros, unless otherwise quoted.
- c) Prices contained in individual written quotations or proposals are firm for a period of ninety (90) days from the date of quotation.
- d) If Buyer's order requires breakage of the standard pack quantities specified by Seller, then Seller may charge the breakage fee for each standard pack that must be broken to fill Buyer's order.
- e) Seller may unilaterally adjust prices for change of design, material costs and manufacturing costs after the date of quotation or order, if such change derives from Buyer's request. A price adjustment will also take place in case of unforeseen events, to which Seller has no impact to, such as but not limited to change in the price of materials, mandatory wage increases commanded by the government, imposed tax tariffs etc. Such price adjustment will be announced to Buyer accordingly.
- f) Seller shall not be responsible for changes in freight, transportation, insurance, shipping, storage, handling, or similar charges, if not otherwise agreed. If such charges are specifically included in the price, these changes will become effective immediately and prices of goods will be adjusted accordingly.
- g) All export and import duties and customs fees shall be the responsibility of Buyer, if not otherwise agreed.
- h) Invoices shall be paid after receiving the delivery and invoice within thirty (30) days, unless otherwise provided in quotation. This period begins upon issue date of the invoice. In case of overdue payments and non-compliance to reminder, Seller reserves the right to hold all further deliveries until overdue payments are settled. All consequences deriving of such delivery stop, in particular but not limited to a production stop at Buyer's facility, are at sole responsibility of Buyer and Seller shall not be held responsible whatsoever. Additionally, the agreed payment term will be terminated, and all further deliveries will require a prepayment for a period of at least sixty (60) days. This period can be extended by Seller's sole discretion and does not require Buyer's confirmation.
- i) Prices are valid for items and quantities stated in quotation. In case of technical changes or quantity deviations, prices will be adjusted accordingly.
- j) If annual purchase volume does not reach at least 80 percentage of initial project's plan, then Seller has the right to adjust sales prices of goods accordingly. Buyer will be notified of such price adjustment at least thirty (30) days in advance by written notice and the change shall become effective on 1st of the month.

IV. SAMPLING PROCESS

- a) Samples are provided solely for evaluation by Buyer as examples of the type of goods available from Seller, and not as a representation that the quality or specifications of goods, which may be supplied under a separate agreement for the sale of goods, will be similar or as high. Samples may not be used in production or final assembly by Buyer or any third party and must be returned upon Seller's request, if they are provided free of charge.
- b) Sampling cost is subject to separate quotation and shall consider MOQ and other expenses, which will be determined on a "case by case" basis. These expenses for samples may be later credited or deducted from first payment upon receipt of first regular purchase order, if so agreed.
- c) General delivery time of Prototype Samples needs to be confirmed by Seller and is subject to material availability and material authorization for MOQ.

- d) General delivery time of First Samples is approx. 8-10 weeks if not otherwise stated in quotation and is subject to material availability and material authorization for MOQ.
- e) General First Serial Delivery will follow in 6-8 weeks after approval of samples if not otherwise stated in quotation and is subject to provided forecast, material and tools availability as well as material authorization for MOQ.
- f) All samples provided by Seller are regarded a trade secret and all information, technical data, drawings and characteristics thereof, must be kept confidential by Buyer at all times, regardless whether Buyer had paid for such samples or if they had been provided by Seller free of charge. Any breach thereof, especially but not limited to sharing samples and/or data to Seller's competitors or any third parties, shall entitle Seller to full compensation of any loss, may it be material or immaterial including all past, current and also future business volume.
- g) For Buyers with non-specific sampling requirements the standard sampling process performed by Seller is VDA2. Sampling shall be done with every change of material, process, location and resources upon request of Buyer. Seller will provide to Buyer upon his request all levels of VDA2 documentation (Level 1-4), but only VDA2 Level 1 documentation is included in the price of the product, if not agreed differently. All further requests by Buyer will be charged accordingly.
- h) Seller will provide to Buyer upon his request all levels of PPAP documentation (Level 1-5), but only PPAP Level 1 and Level 2 documentation is included in the price of the product, if not agreed differently. All further requests by Buyer will be charged accordingly.
- i) Seller's standard package for sampling and/or documentation includes:

PPF (VDA2)	Cost
Vorlagestufe 0	Free of charge
Vorlagestufe 1	Free of charge if so agreed: 1. Cover sheet, 2. Measuring report for 1 pcs/1 molding shot 3. Sample – max 1 pcs/1 molding shot, additional parts as per quote
Vorlagestufe 2	Upon request
Vorlagestufe 3	Upon request
Requalification	Upon agreement

PSV (PPAP)	Cost
Level 1	Free of charge
Level 2	Free of charge if so agreed: 1. Cover sheet, 2. Measuring report for 1 pcs/1 molding shot, 3. Sample – max 1 pcs/1 molding shot, additional parts as per quote
Level 3	Upon request
Level 4	Upon request
Level 5	Upon request
Requalification	Upon agreement

- j) Seller reserves the right to adjust these rates accordingly due to variations in labor cost of different production sites.

V. PACKAGING

- a) Standard packaging for goods produced by Seller is cardboard boxes with labels. Goods shall be packed and labelled in accordance with standard labelling of Seller. Identification of all packages shall be with Seller's part number. Special packaging or labelling stipulates additional charge to Buyer.
- b) Other packaging, such as returnable boxes, can be arranged, but must be returned to Seller in proper condition with no further delay. If Buyer

fails to return aforementioned returnable boxes to Seller, they will be picked up at Buyer's sole expense – if this is commercially not feasible, quantity of such unreturned boxes will be invoiced to Buyer with next invoice.

- c) If goods are delivered on pallets, these are not included in the item price and remain property of Seller. It is Buyer's responsibility to return empty pallets on his own expense or prepare empty pallets for pick-up upon next delivery or any other interval prior agreed with Seller. If Buyer fails to do so or if such return of empty pallets is commercially not feasible, quantity of such unreturned pallets will be invoiced to Buyer with next invoice.

VI. SPECIAL TOOLING AND DEDICATED EQUIPMENT

- a) If Seller purchases, manufactures or develops special tools, dies or dedicated equipment in connection with Buyer's order or request for samples, the cost for such tools, dies and dedicated equipment shall be borne by Buyer, unless otherwise agreed to in writing by an authorized representative of Seller, either through Buyer's investment or gradually depreciated through sold items to Buyer. In the case of latter option with gradual depreciation through sold items, the yearly quantity of sold items as defined by Buyer's estimated annual usage, which was used for depreciation calculation, must be reached. If not, the non-reimbursed costs will be charged to Buyer proportionally with the difference between estimated and actual sales.
- b) Seller has exclusive property rights on internally developed and produced production accessories, including all intellectual property rights, which must be treated and protected in accordance with the legislation governing the intellectual property. These property rights on assembly boards cannot pass from Seller to Buyer, regardless Buyer's obligation to pay for the development and construction of assembly boards, which is considered as payment for compensation of using Seller's intellectual property rights.

VII. BINDING FORECASTS AND PURCHASE ORDERS

- a) All forecasts received from Buyer are understood as binding forecasts. Seller ensures delivery of items on time, provided materials and components are available at supplier, and if Buyer's forecast of future needs has been submitted to Seller at least 12 months before the required delivery date, if not otherwise agreed.
- b) Seller will place a purchasing order for raw materials and components to his vendors exclusively based on Buyer's binding forecasts and/or orders, which have to be submitted in written or via EDI. A forecast is binding in the last three (3) months prior originally required delivery date. Any change or cancellation thereof, which consequently results in financial damage of any sort to Seller, such as but not limited to obsolete, unnecessary or useless raw materials and products, is at sole financial responsibility of Buyer, who needs to compensate Seller for such damage.
- c) All purchase orders are binding without any exception. Seller will not accept or react on any changes in purchase orders from Buyer during the last six (6) weeks before originally requested delivery time, if not otherwise agreed. Such change may impose additional charges to Buyer, such as, but not limited to, additional production and/or transportation costs, obsolete, unnecessary or useless raw materials, semi-finished goods or finished goods.
- d) If a single invoice value is not greater than EUR 1.000,00 or equivalent of any agreed currency, Seller will impose an administrative surcharge or EUR 150,00 or equivalent of any agreed currency per such invoice due to increased administrative costs.

VIII. SAFETY STOCK OF MATERIALS AND COMPONENTS

- a) Safety stock of specific materials and components, which are used solely for Buyer's demands, can be set up upon Buyer's request. This requires a separate agreement by both parties in written form. Any additional costs of investment and cost of needed storage capacities shall be borne solely by Buyer.
- b) Buyer's specific materials and components can remain on safety stock

no longer than six (6) months, if not otherwise agreed between parties. If provided forecast doesn't cover consumption of materials and components on safety stock within six (6) months from last serial production, the total remaining stock will be invoiced to Buyer immediately under general commercial conditions. It is then at Buyer's own choice whether to deliver these obsolete materials to a certain address or to discard them at Buyer's sole expense.

- c) Seller will maintain the safety stock under FIFO principles. Only MOQ or multiples thereof can be put into or out of safety stock, ensuring only full boxes remain there.
- d) Safety stock of materials and components will be set up only after a separate agreement thereof is signed and according to lead times of needed materials and components. If quantity of safety stock is used up due to Buyer's increased purchase orders, Seller will replenish agreed stock levels in a timely manner, taking lead times of needed materials and components into account. This replenishment time will be communicated with Buyer on a "case by case" basis.

IX. SAFETY STOCK OF PRODUCTS

- a) Safety stock of products can be set up upon Buyer's request, which requires a separate agreement by both parties in written forms. Any additional costs of investment and cost of needed storage capacities shall be borne solely by Buyer.
- b) Products on safety stock are considered as additional order by Buyer and can remain on safety stock no longer than three (3) months, if not otherwise agreed between parties. If provided purchase orders and forecasts don't cover consumption of products on safety stock within three (3) months from last delivery, the total remaining stock will be invoiced to Buyer immediately under general commercial conditions. It is then at Buyer's own choice whether to deliver these obsolete products to a certain address or to discard them at Buyer's sole expense.
- c) Seller will maintain the safety stock under FIFO principles. Only MOQ or multiples thereof can be put into or out of safety stock, ensuring only full boxes remain there.
- d) Safety stock of products will be set up only after a separate agreement thereof is signed and according to lead times of needed materials and components. If quantity of safety stock is used up due to Buyer's increased purchase orders, Seller will replenish agreed stock levels in a timely manner, taking lead times of needed materials and components into account. This replenishment time will be communicated with Buyer on a "case by case" basis.
- e) A consignment stock for products can also be set up upon Buyer's request and at Buyer's own premises, which requires a separate agreement by both parties in written form. Special conditions apply.

X. MATERIAL AND FINISHED GOODS LIABILITY

- a) Seller will receive forecast of twelve (12) months from Buyer to support Buyer's requirements. Seller will purchase materials based on component lead time, manufacturing cycle time and transit lead time, to support forecast considering annual quantities, minimum order quantities, package minimum or multiples and the most efficient manufacturing processes. Materials are raw materials including long lead-time and non-cancellable/non-returnable items, components, work-in-progress (WIP) or finished goods.
- b) Forecasts are considered cancelled if Seller receives receipt of cancellation notice from Buyer in written form.
- c) Upon cancellation, Buyer is responsible and will pay Seller for raw materials, WIP and non-cancellable/non-returnable on-order materials at 105 percentage of the cost. Finished goods inventory will be paid at quoted selling price. Seller will use reasonable commercial efforts, including the mutual involvement of Buyer, to return unused inventory for a full refund, net of restocking charges and to cancel open purchase order(s) with Seller's suppliers. Seller shall invoice Buyer and Buyer will pay for all excess inventory and cancellation charges. Payment terms will be thirty (30) days from the date of invoice issue.
- d) Inventory of semi-finished and finished goods is deemed obsolete, if shelf-time of 4 months is reached and there are no sufficient orders in Seller's system, if not otherwise agreed. Inventory of raw material is deemed obsolete, if shelf-time of 8 months is reached and there are no

sufficient orders in Seller's system, if not otherwise agreed. In such event Buyer bears responsibility to issue a purchase order for aforementioned goods immediately upon Seller's request and Seller will deliver these goods with no further delay at Buyer's expense. If Buyer fails to issue such purchase order, then these obsolete goods and raw materials will be nevertheless invoiced and scrapped at Buyer's sole expense.

- e) In the event of project's phase-out, it is Buyer's sole responsibility to create a feasible ramp-down plan and submit a notification thereof in written form to Seller, who will set up a plan for final delivery of any remaining finished goods, semi-finished goods, raw materials or materials in transit. A final call for last order under same conditions might be offered by Seller if commercially feasible. If Buyer refuses to receive all aforementioned goods and materials, they will nevertheless be invoiced to Buyer and discarded at Buyer's sole expense. Such invoice is due for payment in 30 (thirty) days.
- f) A yearly forecast plan is necessary to ensure undisturbed supply of raw materials and production process. Should the yearly purchase volume not reach at least 80% of forecasted yearly plan, then Buyer is bound to consume the difference in a one-off purchase order if not explicitly agreed otherwise in written.
- g) All materials are ordered following MOQ as set forth by Seller's vendors. If Buyer's purchase order doesn't exceed the consumption of materials or components MOQ, then Buyer has full material responsibility of any remaining quantity, which will be invoiced to Buyer. It is then at Buyer's sole decision whether to deliver the remaining quantity to him or to discard it at his own expense.

XI. DELIVERY

- a) All shipping dates are estimated based on Seller's present engineering and manufacturing capacity and scheduling, considering also the lead time of raw materials and components needed for production of goods.
- b) Each delivery shall stand as a separate sale and is subjected to credit agreements to the satisfaction of Seller. If payments are not made in accordance with such agreement or if at any time in the judgement of Seller, Buyer's credit standing has been impaired, Seller may withhold delivery of any goods called for hereunder until payment or credit agreements satisfying Seller have been established. Any consequences deriving thereof, especially but not limited to production stops, are at sole responsibility of Buyer.

XII. WARRANTY

- a) Unless otherwise provided, Seller warrants for a period of twelve (12) months from the date of delivery, that the delivered products will be of the kind and quantity designated or specified herein, and shall conform to specifications set forth herein and shall be free from defects in materials or workmanship.
- b) Buyer shall inspect products delivered hereunder upon delivery and raise any deviation in quantity and/or damaged packaging within seven (7) days of discovery, but no later than two (2) months from delivery date.
- c) In the event the products sold hereunder fail to confirm to the specifications set forth herein or are not free from defects in material or workmanship, and if Buyer shall notify Seller thereof within seven (7) days after Buyer's discovery of such failure or defects, then Seller shall at Seller's sole and exclusive option issue credit note or correct such failure or defect by repairing or replacing such product found in fact to be nonconforming or defective. Buyer shall return, by prepaid shipment, all nonconforming or defective products, subject to reimbursement Seller of the cost of shipping such products found in fact to be nonconforming or defective, only after first obtaining and then observing, such reasonable instructions as Seller may give in authorizing any return by Buyer.

XIII. ADDITIONAL SERVICES

- a) Continuous administration work of any kind on Buyer's portfolios, data bases, reports, portals for orders, pricing, distribution, logistics, documentation or any such or similar action is not included in the price of items. If such continuous activity is required to be performed by Seller, an individual agreement between both parties shall be concluded in written form, with well-defined and specified actions. These actions are deemed as additional administrative services, which are subject to additional service quotation.

XIV. SPARE PARTS

- a) Spare parts will be provided by Seller for the period as stipulated under applicable law, if not otherwise agreed.
- b) Finished goods, which have not been purchased by Buyer for over a year, will automatically be deemed spare parts and thus become subject to special conditions.
- c) Price for spare parts is subject to separate quotation and shall consider MOQ and other expenses, which will be determined on a "case by case" basis.

XV. CLOSING PROVISIONS

- a) Should Seller be prevented from fulfilling his contractual obligations due to force majeure or other circumstances beyond his control, the resumption of these obligations shall be deferred for the period during which such circumstances exist.
- b) These Terms and Conditions of Sale summarize the obligations effectively accepted by the parties and are therefore binding in its latest version, published on Seller's website at www.cablex-group.com/en. Their execution by the parties will be used to assess the fulfilment of the contract duties and obligations, to be honestly and fairly carried out in good faith.
- c) Any controversy concerning the definition, validity, interpretation, fulfilment, modification or cancellation of these Terms and Conditions of Sales shall be solved observing the principles of international law and the international conventions in force. In any case the parties will confer immediately and make every effort necessary to set up any modifications required to maintain and safeguard the economic benefits deriving from the contract for both parties.
- d) If efforts prove to be fruitless to resolve a dispute mutually and in the light of economic benefit deriving from these GTSC, both parties shall seek a solution in the framework of international arbitration tribunal, governed by 1927 Geneva Convention or 1961 European Convention on International Commercial Arbitration. A decision ruled out by arbitration tribunal is final and binding for both parties.

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