

## 1. Scope of application

1.1. These General Terms and Conditions of Purchase (GTCPs) apply to all orders and assignments for the purchase of goods (hereinafter called "Service") of the Neutrik Group (hereinafter called "Customer") as the Buyer and its supplier/contractor as the seller (hereinafter called "Contractor"). The group companies are Neutrik AG and all shareholders in which it has a direct or indirect holding.

1.2. General terms and conditions, contrary or additional agreements of the Contractor to which the Contractor refers in its business documents, must be in writing to be agreed effectively. Silence on the part of the Customer in relation to conditions deviating from these GTCPs and acceptance of products without reservation do not count as approval or consent.

1.3. The written form requirement within the meaning of these GTCPs shall only be met by communications by letter and declarations in text form by fax or e-mail.

1.4. These GTCPs also apply to all future purchase of goods and services with the Contractor.

1.5. In the event of contradictions between different contractual documents, the documents take precedence in the order listed below:

- contract signed by the Parties
- Customer's order
- Customer's General Terms and Conditions of Purchase
- Customer's order query
- Contractor's offer
- Contractor's General Terms and Conditions

## 2. Order placement and contract conclusion

2.1. The Customer's orders are only binding if they are placed in writing. Verbal agreements and agreements by phone are only valid if the Customer (retrospectively) confirms them in writing.

2.2. The Contractor is not entitled to a remuneration for drawing up offers and documents.

2.3. Once the Contractor accepts an order placed by the Customer, this forms part of these GTCPs.

2.4. The Contractor shall confirm its acceptance of the order to the Customer within 5 (five) working days in writing.

2.5. The Customer may revoke orders free of charge if the Contractor fails to send a proper order confirmation within an appropriate period, in any case at the latest within 5 (five) working days after the order is placed.

2.6. The Contractor must clearly show using a visual presentation if the order confirmation deviates from the Customer's order. A deviation is only binding if the Customer approves the deviation explicitly and in writing. Acceptance of the goods/service without reservation is not deemed to be such approval.

2.7. The contract is established between the Customer and the Contractor when the order is confirmed.

2.8. The Customer's contract performance is subject to the reservation that performance is not contrary to obstacles due to (inter-) national regulations of foreign trade legislation, embargoes or other sanctions.

## 3. Prices and payment terms

3.1. The prices agreed between the Parties are fixed prices and also cover the costs of packaging and labelling. Changes are only binding if and to the extent that they are approved by the Customer explicitly and in writing.

3.2. All prices are deemed to have been agreed exclusive of statutory VAT.

3.3. The Customer agrees to pay within 30 days, unless a different payment target is agreed, of receiving a properly drawn up invoice.

3.4. In the event of a deficient service, the Customer is entitled to withhold payment until proper performance.

3.5. Payments made by the Customer without reservations do not constitute tacit acknowledgement of the Service's conformity with the contract.

3.6. If the Customer accepts the Service, the due date is based on the agreed delivery deadline.

## 4. Delivery deadline and default

4.1. The delivery deadlines specified in the order are fixed deadlines. The Contractor is in default as soon as it fails to observe a delivery deadline. No reminder is required.

4.2. In the event of a delayed delivery or if the delivery is impossible, the Contractor agrees to notify the Customer of this immediately and to inform the latter when the (new) Service will be performed.

## 5. Documents

5.1. Each order must contain the required shipping documents.

5.2. All shipping documents must state the order number, order date, volume, Customer's item description and the agreed place of performance.

## 6. Place of performance

The destination is the place of performance for the Services.

## 7. Transfer of ownership and risk

7.1. Risk is transferred to the Customer upon acceptance at the place of performance.

7.2. Ownership of the Service is transferred upon handover from the Contractor to the Customer.

## **8. Quality and standards**

8.1. The Contractor agrees to supply the contractual products in accordance with the applicable official approval requirements and with all relevant laws and regulations as well as the applicable standards for technical features, product safety and industrial and occupational safety.

8.2. The Contractor shall ensure through selection of the materials, the design, the application and the monitoring of the manufacturing processes that the contractual products meet the agreed specifications, properties and other quality features.

8.3. The Contractor shall check the goods before delivery to the Customer based on the properties agreed between the Parties, which are regularly required and can regularly be assumed.

8.4. The Contractor shall ensure by setting up appropriate, reliable quality control that no unprocessed materials or contractual products are released for delivery to the Customer unless they have been examined for compliance with the agreed quality provisions.

8.5. The Contractor guarantees the traceability of the individual Services.

8.6. Specific quality requirements agreed between the Parties do not release the Contractor from the obligation to comply with all further applicable legal regulations, standards, official orders and the latest state of the art.

8.7. The Contractor shall notify the Customer of any changes to the materials, recipes or suppliers in good time in advance without being requested to do so.

## **9. Prohibition of assignment and set-off**

9.1. A claim on the part of the Contractor may only be assigned to third parties with the Customer's explicit approval.

9.2. The Contractor's claims against the Customer may not be offset.

## **10. Liability and warranty**

10.1. The Contractor warrants that the Service has the agreed features and the generally assumed properties and is state of the art.

10.2. The goods must comply with the laws and security regulations applicable in the Customer's country.

10.3. The Contractor warrants that the Service does not have any defects which could impair its value or suitability.

10.4. The warranty period is 36 months and starts from the time that the Service is delivered to the Customer. The warranty period for hidden defects only starts when these can be discovered.

10.5. The Customer must check the Service within 10 working days of delivery for compliance with the order – the Customer shall check the Service for obvious defects.

10.6. If the Contractor cannot fix a defect or deliver replacement products within 2 weeks, the Customer may withdraw from the respective order and demand that any payments made be reimbursed and any compensation be paid or that the defective service is either repaired immediately or replaced by third parties commissioned by the Customer at the Contractor's expense or may assert a price discount.

10.7. The Contractor shall correct any defects that arise during the warranty period in accordance with Clause 10.6.

10.8. The Contractor is liable to the Customer for any damage and disadvantages from a violation of the contract – particularly a delayed or defective delivery.

10.9. The amount of claims for damages are unlimited.

10.10. The Contractor shall also be liable for simple negligence.

## **11. Third-party property rights**

11.1. The Contractor is liable for ensuring that no third-party property rights are violated, either in Liechtenstein or abroad.

11.2. The Contractor shall indemnify and hold the Customer harmless in relation to third-party claims.

## **12. Samples and drawings**

12.1. All documents, such as, in particular, samples and drawings which the Customer makes available to the Contractor, remain the full property of the Customer. As soon as the documents are no longer required to execute the order, the Contractor must return these to the Customer without being requested to do so.

12.2. Any documents made available to the Contractor must not be copied or used for third parties.

12.3. The Contractor must neither sell, pledge or otherwise charge the documents made available by the Customer with third-party rights in any way.

12.4. The provisions above apply to Services produced using these documents.

## **13. Confidentiality**

The Contractor warrants to neither make available nor transfer to third parties any and all information obtained in the context of existing and future business relationships. If the Customer agrees to a transfer to third parties, the latter must be obligated in writing to maintain confidentiality.

**14. Data protection**

14.1. The Customer shall process the personal data made available by the Contractor exclusively within the context of contract performance and legal obligations.

14.2. The Contractor agrees to exclusively process any personal data made available by the Customer for contract performance and any legal obligations relating to this.

14.3. The Contractor acknowledges that the information about processing of personal data by the Customer can be viewed at any time at [www.neutrik.com/en/data-protection](http://www.neutrik.com/en/data-protection) in its currently valid version and shall make this information available to its employees without being requested to do so.

**15. Advertising**

The Contractor is not permitted without the Customer's explicit prior written approval to either publish or use for advertising purposes the business relationship with the

Customer, either by itself or together with third parties. This also applies to the use of intellectual property rights. Approval for this must be obtained from the Customer in advance for each individual intended use.

**16. Choice of law and jurisdiction agreement**

16.1. The law of Liechtenstein shall apply to the exclusion of the conflict-of-law regulations and to the exclusion of the UN Convention on Contracts for the International Sale of Goods (UNCISG) from 11/04/1980.

16.2. The competent local court in Vaduz is agreed as the jurisdiction.

**17. Written form clause**

Any changes and additions to these GTCPs must be made in writing in order to be valid. This also applies to a change to this written form clause. The written form clause may only be cancelled in an individual agreement.

*Last updated: April 2020*

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(Place, date)

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(Contractor)