

## SFElectronics Electronics Components Standard Purchasing Terms and Agreements

**1 Definitions:** The following words shall have the meanings given them below throughout these conditions of supply:  
'Company' - SFElectronics (Company number 34187203) whose registered office is situated at Kelbergen 153, 1104 LH AMSTERDAM, THE NETHERLANDS or its permitted assigns.  
'Conditions' - these terms and conditions  
'Contract' - any contract between us and you for the sale of Goods and/or the supply of Services.  
'Customer'- the person(s), company or other entity whose order for Goods or 'Services'- is accepted by the Company  
'Goods' - any goods supplied or to be supplied by us to you.  
'Services' - any services supplied or to be supplied by us to you.  
'Supplies' - any Goods or Services.  
'in writing' - includes electronic communications.

**2 Conditions:** All orders are accepted by the Company subject to and in accordance with these Conditions. These Conditions override and exclude any terms or conditions in or referred to in any negotiations or course of dealing between the Company and the Customer or set out in the Customer's standard terms and conditions.  
These Conditions will prevail at all times in case of any conflicts between Company and Customer unless the Company agrees otherwise in writing. Together with any terms accepted by the Company in connection with an order, these Conditions constitute the entire agreement between the Company and the Customer in relation to the Supplies ordered. No variation to these Conditions is permitted unless expressly authorized in writing by a director of the Company.

**3 Prices:** Unless otherwise stated, prices for Supplies are in Euro, exclusive of VAT. The Company has used all reasonable endeavors to ensure that prices for the Supplies are accurate but reserves the right to change its prices without notice at any time. Prices charged will be those prevailing when an order is accepted. The Company's standard documentation is a single invoice. The cost of other documents such as Chamber of Commerce or Consular certification or legalization or multiple invoice copies is not included unless specified on the Company's quotation or pro-forma invoice and the Company will quote separately for such charges if requested. Prices do not include carrier fees.

**4 Payment:** Unless agreed otherwise all orders must be paid in full and in advance with T/T copy / bank confirmation. Supplies will be prepared for shipment upon bank confirmation. Company and Client can agree upon a credit limit of an amount set by Company. Client can order Supplies up until a limit of the pre-established credit limit. However all payments / credits and outstanding invoices must be paid in full within 30 days (unless agreed otherwise) by one of the following methods, as agreed with the Company: a) in the currency invoiced. b) By wire transfer. 1. is IRREVOCABLE. 2. Conforms exactly in detail as to price, description, dispatch method etc., given in the Company's quotation or pro-forma invoice. 3. states that all Bank charges, commissions etc. are to the account of the Customer. 4. allows the Company a reasonable time, both for dispatch of Goods and the preparation and presentation of documents. If Customer fails to respect the agreed payment term:

- following orders must be paid in full and in advanced with T/T copy / bank confirmation;
- an additional 10% (ten percent) administration fee can be invoiced to Customer.

Please note that the Company will not accept any bank charges, commissions or fees. All documentary credits must clearly be marked that all such charges or commissions are for the account of the Customer. All payments must be made without any deductions, withholding or set off. Time for payment is of the essence. If the Customer fails to make payment by the due date then, without prejudice to any other right or remedy, the Company shall be entitled to: i. cancel the order or suspend any further deliveries or performance; ii. Appropriate any payment made by the Customer to such of the Supplies (or the Supplies made under any other contract) as the Company may think fit; and iii. Charge interest (both before and after any judgment) on the amount unpaid at the rate of 8% per annum until payment is made in full. iiiii. The company is at liberty to make use of a third party company of its own choosing to chase outstanding payments which have passed the agreed due date. All charges or commissions are for the account of the Customer.

**5 Orders:** The Company reserves the right to decline to trade with any company person or other entity. To avoid duplication, written confirmation of orders must be made. The minimum order value must be € 100 (one hundred euro) once accepted, an order can only be canceled or returned upon prior agreement with the director of the Company.

**6 Delivery:** Unless otherwise stated by written agreement all deliveries will be executed on an EX- Works/FOB method. The Company may offer delivery on other terms and at additional cost if requested. The Company reserves the right to deliver or perform by installments. Failure to meet a delivery or performance date where deliveries or performance are by installment shall not prevent or restrict the Company from making further deliveries or rendering subsequent performance under the relevant Contract by installment. The Company may use any method of delivery available to it. The Company will use reasonable endeavors to meet delivery and/or performance estimates but is in no circumstance liable to compensate the Customer for non-delivery, non-performance or late delivery or performance. Customer acknowledges that delivery dates provided by SFElectronics are estimates only and that SFElectronics will not be liable for failure to deliver on such dates. SFElectronics is NOT responsible for delays caused by third parties, Customs or/and weather circumstances. Time for delivery and/or performance will not be of the essence. The Company reserves the right to delay

dispatch for a number of reasons, including to perform any necessary credit or anti-fraud checks or procedures or to ensure that payment has been received in cleared funds in full. Where dispatch is delayed for such reasons, the Company will use reasonable endeavors to inform the Customer

**7 Inspection, defects and non-delivery:** The Customer must inspect the Supplies as soon as is reasonably practicable after delivery or, in the case of Services, performance and, except as set out in Condition 12 below, the Company shall not be liable for any defect in the Supplies unless written notice is given to the Company within 7 (seven) working days after the delivery. The Company does not write software comprised in the Goods and it is the Customer's responsibility to check for the presence of computer viruses before the Goods are used. Goods must be tested prior to (Bulk) usage. The Company is not liable for damage caused by untested Goods to equipment, material and/or other machinery in which the Goods have been used. The quantity of any consignment of Goods, as recorded by the Company upon dispatch from the Company's place of business, shall be conclusive evidence of the quantity received by the Customer on delivery, unless the Customer can provide conclusive evidence to the contrary. The Company will not be liable for any non-delivery of Goods or non-performance of Services unless written notice is given to the Company within 7 (seven) days of the date when Goods should have been delivered or the Services performed in the ordinary course of events. Any liability of the Company for non-delivery or non performance or for Goods notified as defective will be limited to replacing the Goods (excluding damaged Goods due to internal tests prior to usage) within a reasonable time or by refunding the purchase price (minus the value of Goods damaged due to internal test prior to usage) with RMA form.

**8 Returns:** No Goods may be returned to the Company unless the Customer has first obtained from the Company a Returns Material Authorization form (RMA). All Goods are returned at the Customer's risk and expense and should be undamaged by the Customer and in their original packaging. The Customer is responsible for returning Goods to the Company and for providing proof of delivery of such return. Any static-sensitive Goods supplied in sealed packaging may not be returned if the blister or 'peel' packs in which they are supplied have been opened, tampered with or damaged.

**9 Description:** All specifications, drawings, illustrations, descriptions and particulars of weights, dimensions, capacity or other details including, without limitation, any statements regarding compliance with legislation or regulation (together "Descriptions") wherever they appear (including without limitation in this Catalogue, on data sheets, application notes, dispatch notes, invoices or packaging) are intended to give a general idea of the Supplies, but will not form part of the Contract. If the Description of any Goods differs from the manufacturer's description, the latter shall be deemed to be correct. The Company shall take all reasonable steps to ensure the accuracy of Descriptions but relies on such information, if any, as may have been provided to it by its suppliers and accepts no liability in contract or tort or under statute or otherwise for any error in or omission from such Descriptions whether caused by the Company's negligence or otherwise.

**10 Risk and ownership:** Ownership of the Goods shall not pass to the Customer until the Company has received the outstanding invoiced amount in full. If payment is not received in full by the due date, or the Customer passes a resolution for winding up or a court shall make an order to that effect, or a receiver or administrator is appointed over any assets or the undertaking of the Customer or an execution or distress is levied against the Customer or any equivalent action is taken in any other jurisdiction, the Company shall be entitled, without previous notice, to retake possession of the Goods and for that purpose to enter upon any premises occupied or owned by the Customer.

**11 Performance and fitness for purpose:** Unless any performance figures, tolerances or characteristics have been specifically and expressly warranted by a director of the Company in writing, the Company accepts no liability for any failure of the Supplies to comply with such criteria, whether attributable to the Company's negligence or otherwise. The responsibility for ensuring that Supplies are sufficient and suitable for a particular purpose is the Customer's, unless specifically stated in writing by a director of the Company. Any advice or recommendation given by an employee of the Company which is not confirmed in writing by a director of the Company is acted on entirely at the Customer's risk and the Company shall not be liable for any such advice or recommendation which is not so confirmed.

**12 Warranty/Guarantee:** Supplies can be returned within the 30 days if Supplies do not meet (technical requirements) and/or order agreements. This obligation will not apply:

- if the defect arises because the Customer has altered or repaired such Goods without the written consent of the Company;
- because the Customer did not follow the manufacturers' instructions for storage, usage, installation, use or maintenance of the Goods;

**13 Force Majeure:** The Company shall not be liable to the Customer in any manner or be deemed to be in breach of these Conditions because of any delay in performing or any failure to perform any of the Company's obligations under these Contract if the delay or failure was due to any cause beyond the Company's reasonable control (which shall include, but not be limited to government actions, war, fire, explosion, flood, import or export regulations or embargoes, labour disputes or inability to obtain or a delay in obtaining supplies of Goods or labour). The Company may, at its option, delay the performance of, or cancel the whole or any part of a Contract.

**These Conditions supersede all previous issues.  
Issued on January 2016**