

VALID FROM 01.01.2017

# Terms and conditions of Sale

## Stäubli Electrical Connectors, Inc. (herein after called „Stäubli“)

### 1. Application

These general terms and conditions (the “General Terms and Conditions of Sale”) are brought to the customer’s attention with the sale proposal or, in case of a direct sale, via the order confirmation, and are available under [www.staubli.com/electrical](http://www.staubli.com/electrical).

They replace and cancel any previous general terms and conditions of sale appearing on any Stäubli document or agreed upon in any other manner. All sales are concluded subject to the condition precedent of the application of these unchanged General Terms and Conditions of sale, thus it is deemed that the customer has unconditionally accepted these terms and conditions.

The General Terms and Conditions of Sale shall prevail over those of the customer, notwithstanding any conflicting clauses provided for in customer’s general terms and conditions and subject to any amendments which may be made to the General Terms and Conditions of Sale under the provision of this clause.

Any contractual provision contrary to these terms and conditions must be proposed to Stäubli in writing, separately from the pre-printed terms on the customer’s documents or from these printed General Terms and Conditions of Sale, and prior to Stäubli’s acceptance of an order. In order to be binding on Stäubli, the proposed modification must be expressly approved by Stäubli in writing and signed by Stäubli.

### 2. Shipments

Shipments, deliveries, payment terms and performance of work shall at all times be subject to the approval of Stäubli or its agents. Stäubli or its agents may, at any time, decline to make any shipment or delivery or perform any work except upon receipt of payment or security or upon terms

and conditions satisfactory to Stäubli or its agents.

### 3. Prices

All prices quoted by Stäubli or its agents are net and are predicated on use of these terms and conditions. The use of differing terms and conditions may result in higher pricing. List prices are subject to change without notice. Prices stated on this form are contingent upon acceptance of delivery by the Buyer of all goods subject to this order within six (6) months and can be increased or decreased at Stäubli’s or its agent’s option upon ninety (90) days’ written notice by Stäubli or its agents. Subject to Section 1, Stäubli’s or its agent’s payment terms are net thirty (30) days from the date of Invoice. Pursuant to California law a charge of one and one-half percent (1-1/2%) per month is made on the past due balance of any account in order to reimburse Stäubli or its agents for estimated administrative and other costs associated with delinquent accounts. The Buyer agrees that such a charge is reasonable in the light of the anticipated or actual harm caused by reason of the Buyer’s delinquency, the difficulties of proof of loss, and the inconvenience or nonfeasibility of Stäubli or its agents otherwise obtaining a remedy. The Buyer further agrees that such a charge is not an agreement express or implied to give further time for payment.

### 4. Minimum Order

The minimum order value is \$100.00.

### 5. Order Confirmation

Orders sent by the customer constitute order proposals and are subject to acceptance by Stäubli. They must be complete and all their elements precisely defined. An order shall

be considered accepted by Stäubli only when the customer has received a written order confirmation within 7 business days.

### 6. Shipping Tolerance

All special orders may vary by + or -10% of the total quantity ordered. Standard package unit may be substituted if split unit package is ordered.

### 7. Taxes

The buyer shall promptly pay any taxes which Stäubli or its agents may be required to pay or collect under any existing or future law for the account of the Buyer. Unless Buyer provides Stäubli with a valid and accurate tax-exemption certificate applicable to Buyer’s purchase and ship-to location, Buyer is responsible for sales tax and any other taxes or governmental fees associated with Buyer’s order. Without limiting the generality of the foregoing, California sales tax shall be added to shipments made within California unless a valid resale certificate has been filed with Stäubli or its agents.

### 8. Costs

Buyer acknowledges that freight related charges are not included in the pricing, unless otherwise specified in any price quotation. All transportation costs and insurance charges shall be invoiced to the Buyer. F.O.B. point is Windsor, California. Stäubli or its agents reserve the right to ship by carrier of its discretion unless otherwise specified by the Buyer.

### 9. Delivery

A delivery period is deemed to begin (i) after all commercial and technical details have been clarified and agreed on in writing and (ii) all documentation and components to be procured by the customer have been sup-

plied to Stäubli. Unless a firm deadline has been expressly agreed on in writing, delivery periods are estimates only and not guaranteed. Any modification of an order in the process of being executed, if accepted by Stäubli, leads to an extension of the agreed delivery period as indicated by Stäubli to the customer.

Deliveries are made by the least expensive mode of shipment. Any costs for other transport means or express shipment shall be solely borne by the customer.

### 10. Limited Warranty

If the goods furnished to the Buyer shall fail due to defective material or workmanship, within one (1) year from the date of shipment Stäubli or its agents shall replace such nonconforming goods or repair such nonconforming goods without charge to the Buyer. This warranty does not apply if the goods have been damaged by accident, abuse, misuse, modification, or misapplication; by damage during shipment; or by improper service. The foregoing warranty is exclusive and NO OTHER WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A GENERAL OR PARTICULAR PURPOSE OR DESIGN SHALL EXIST IN CONNECTION WITH ANY OF THE GOODS SUPPLIED HEREUNDER, AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED. The parties agree that these limitations of liability are agreed allocations of the risk of the failure of goods between Stäubli or its agents and the Buyer as authorized by applicable law. These limitations constitute, in part, the consideration for Stäubli's sale of the goods, products and/or services to Buyer, and such limitation will apply notwithstanding the failure of an essential purpose of any limited remedy. No employee, agent, dealer, or of her person is authorized to give any warranties on behalf of Stäubli or its agents or to assume for Stäubli or its agents any other liability in connection

with any of its goods, except in writing and signed by an officer of Stäubli or its agents. Stäubli or its agents make no representation that the goods comply with any present or future federal, state, or local regulation or ordinance. Compliance is the Buyer's responsibility. The use of Stäubli's goods should be in accordance with the provisions of the national Electric Code U.L. and/or other industry or military standards that are pertinent to the particular end use. Installation or use not in accordance with these codes and standards could be hazardous.

Except for the warranty of the technical characteristics and specifications of the product pursuant to the commercial documentation of Stäubli, Stäubli does not warrant any performance or result of the product in connection or combination with other products or when installed or fixed on a panel or when being part of a system.

To invoke the provisions of the warranty, the customer must notify Stäubli, in writing and within the above stated warranty period, of the defects allegedly found in the products and provide proof thereof. The customer must facilitate the assessment of these defects. The customer shall not, without the prior written consent of Stäubli, carry out any repair or removal himself or arrange for doing so by a third party.

Under the terms of warranty Stäubli may, at its sole discretion, choose whether to supply new products (of the same type if still available), repair or replace the products, ex works, all the products covered by the warranty and found to be defective by Stäubli. Stäubli shall not be liable to pay any compensation for any reason whatsoever and in particular for any loss or damage of any kind (physical, material or financial loss in relation to the [allegedly] defective products, loss of business, loss of revenue or loss of reputation, etc.)

Repairs or replacements made under the terms of warranty shall not extend the warranty period. Parts replaced during the war-

ranty period shall be returned to Stäubli and shall become property of Stäubli.

Stäubli excludes all liability for and the warranty shall not cover any defects (and any damage whatsoever arising therefrom) resulting from

- any assembly or installation or use of the products that does not comply with Stäubli's instructions or specifications (documentation, operating and assembly instructions, special recommendations, etc.) or professional standards,
- abnormal use of the products, defective or unsuitable maintenance, negligence or any use other than the use for which the products were intended,
- materials supplied (or design imposed) by the customer, or from servicing or maintenance performed on the products by third parties not expressly authorized by Stäubli;
- acts of God or force majeure as well as defects and consequences thereof resulting from normal wear and tear of the Product,
- a non-Stäubli product being used, assembled with or integrated into a Stäubli product (unless so expressly agreed by Stäubli). Stäubli does not accept any liability from any such combination.

Stäubli shall not be liable for any warranty other than listed above.

### 11. Claims

All goods shall be inspected by the Buyer when received, and every claim on account of defective material, workmanship, or shortages, or for any other cause shall be deemed waived by the Buyer unless made in writing and received by Stäubli or its agents within thirty (30) days from the date of receipt of such goods to which such claim relates. Upon receipt of such claim Stäubli or its agents shall be given a reasonable opportunity to inspect such goods. No goods shall be returned to Stäubli or its agents without written authorization by Stäubli or its agents. Returned goods shall be subject

to 15% restocking charge, F.O B. destination and Prepaid. No claim of any kind, whether as to goods delivered or for non delivery of goods shall be greater in amount than the purchase price of the goods In respect of which such damages are claimed.

## 12. Change Orders

All orders placed with Stäubli are firm and definitive. Exceptionally, they may be cancelled or modified at customer's request, subject to Stäubli's express consent. In case of modification: any modification may increase the cost of the order, which shall be notified to the customer for acceptance, and / or may cause delays for the respective order. In case of cancellation: all cost and expenses incurred by Stäubli until such cancellation and in relation to that order are to be borne by the customer.

Request for a scheduled delivery change or cancellation will be deemed waived by buyer unless Stäubli or its agents is notified thirty (30) days prior to the original scheduled delivery.

## 13. Damages

IT IS EXPRESSLY AGREED THAT SECTION 10 STATES THE BUYER'S SOLE AND EXCLUSIVE REMEDY, and Stäubli's sole obligation with respect to any claim of Buyer for any breach of warranty and or any claim for personal injury, property damage, or commercial loss, whether sounding in contract, tort, strict liability, or negligence, based on any defect in any goods of Stäubli or its agents. Without limiting the generality of the preceding sentence, It is expressly agreed that Stäubli OR ITS AGENTS SHALL NOT BE RESPONSIBLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES WHATSOEVER, including any labor or other costs incurred by the Buyer as a result of such defect or incident to the repair or replacement or inability to use any goods.

## 14. Intellectual Property

Stäubli retains all rights to intellectual property and know-how related to the products sold by Stäubli. The customer undertakes not to reproduce or procure the reproduction of the trademarks, design rights, patents and any other industrial or intellectual property rights held by, or licensed to, Stäubli, in whole or in part. Stäubli has and shall retain full ownership and copyright of any studies, drawings, documents, designs, technical calculations, cost estimates, technical information provided to the customer concerning the products supplied thereto. Any such documents shall neither be reproduced nor disclosed or made available to any third party. If no order is placed, all such documents must be returned to Stäubli without delay.

All documents provided are not binding and Stäubli reserves the right to modify the products in any manner it deems necessary. In any case the customer is responsible for verifying the studies and calculations provided to the customer and for checking that they comply with the conditions of use expected by the customer.

## 15. Brochures, Technical Information

The information and characteristics presented in any catalogue, brochure, technical or specification sheets, assembly instructions or any other documentation are for information purposes only and shall, under no circumstances, be considered as firm offers. These documents are legally not binding. Stäubli reserves the right to carry out such modifications or improvements as it deems necessary on any products.

## 16. Force Majeure

Stäubli or its agents shall be excused for any delay in performance due to acts of God, war, riot, embargoes, acts of civil or military authorities, fires, floods, accidents, quarantine restrictions, strikes, differences with workmen, delays in transportation, shortage of fuel, labor or materials, or any

circumstantial cause beyond the control of the Stäubli or its agents in the reasonable conduct of business.

## 17. Modifications of Agreement

This agreement cannot be modified in any way, except in writing, signed by the parties herein.

## 18. Waiver

Waiver by Stäubli or its agents of a breach of any of the terms and set forth above shall not be construed as a waiver of any other or subsequent breach.

## 19. Governing Law

California law governs all transactions performed by Stäubli or its agents.

## 20. Collection Costs

In the event the Buyer defaults in the terms of payment, Stäubli, or its agents, may recover from the Buyer all costs of collection, including, and without limitation, reasonable attorneys' fees, whether or not such collection includes the commencement of a lawsuit.

## 21. Terms and Conditions

Stäubli or its agents accept orders only upon the foregoing terms and conditions, which shall prevail notwithstanding any variance with the terms and conditions of any other document, including, without limitation, any purchase order submitted by the Buyer. Acceptance of delivery of the goods shall be deemed agreement herewith by the Buyer.

## 22. Dispute Resolution

Buyer and Stäubli will attempt to resolve any dispute between the parties based on the sale of any goods, products and/or services subject to these Terms and Conditions, through face-to-face negotiation with persons fully authorized to resolve the dispute, or through mediation utilizing a mediator agreed to by the parties, rather than through litigation. The existence or results of any

negotiation or mediation will be treated as confidential. Notwithstanding the foregoing, either party will have the right to obtain from a state or federal court in Sonoma County or the Northern District of California, a temporary restraining order, preliminary injunction, or other equitable relief to preserve the status quo, prevent irreparable harm, avoid the expiration of any applicable limitations period, or preserve a superior position with respect to other creditors, although the merits of the underlying dispute will be resolved in accordance with this section. In the event the parties are unable to resolve the dispute within 30 days of notice of the dispute to the other party, the parties shall be free to pursue all remedies available at law or in equity.

### **23. Construction and Interpretation**

Buyer acknowledges that it has read these terms and conditions, and has had the opportunity to clarify these terms and conditions with Stäubli, and is satisfied that it reflects the intent of the parties. Accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the contract formed between Buyer and Stäubli or any amendments or exhibits hereto.