

**General Terms and Conditions of Purchase
of HARTING Manufacturing, Inc. (“HARTING”)**

1 General Terms and Conditions

1.1 These General Terms and Conditions of Purchase (these “**General Terms**”) set forth the general terms and conditions that will apply to all products purchased from Supplier by HARTING (“**Products**”). The part numbers, scheduled shipping date, shipping destination and other terms specific to the Products will be set forth in a written order issued by an authorized representative of HARTING (an “**Order**”). All purchases are subject to the terms and conditions stated in the applicable Order and these General Terms. These General Terms will be deemed incorporated into each Order, unless otherwise expressly set forth therein (these General Terms and the applicable Order, together with any documents attached hereto or thereto or incorporated by reference herein or therein, are collectively referred to herein as this “**Agreement**”). In the event of any conflict between these General Terms and an Order, the Order will prevail. Unless otherwise specified, references to Sections and Articles herein are intended to refer to the Sections of Articles of these General Terms. Capitalized terms not otherwise defined within the body of these General Terms will have the meanings ascribed to them in **Section 24**.

1.2 The then-current version of the HARTING Quality Guideline, the HARTING Delivery Guideline and the HARTING Environmental Policy (collectively, the “**HARTING Standards**”), available at www.HARTING.com, are hereby incorporated by reference into these General Terms and will apply to the purchase of all Products. Supplier will comply with the HARTING Standards in performing its obligations under this Agreement. In the event of a conflict between or among the HARTING Standards and these General Terms, the following order of precedence will apply: (a) these General Terms; (b) the HARTING Quality Guideline; (c) the HARTING Delivery Guideline; and (d) the HARTING Environmental Policy.

1.3 The International Chamber of Commerce Incoterms@2010 (“**Incoterms 2010**”) will apply to all Products provided under these General Terms. In the event of a conflict between Incoterms 2010 and these General Terms, these General Terms will prevail.

1.4 Supplier will accept or reject all Orders within three (3) business days of receipt thereof. All Orders will be deemed accepted if not rejected by Supplier within such time period.

1.5 Supplier may utilize its own form to describe the Products; provided, however, that all terms and conditions stated on Supplier’s form, whether such form is a purchase order, acknowledgment, acceptance, invoice, confirmation or other document, that in any way modify, supplement, conflict with or contradict this Agreement will be considered specifically objected to by HARTING and invalid and non-enforceable. FOR THE AVOIDANCE OF DOUBT, HARTING’S ACCEPTANCE OF ANY DELIVERY OF ANY PRODUCTS UNDER ANY ORDER, OR, PRIOR TO DELIVERY, HARTING’S INSTRUCTIONS TO SELLER TO SHIP PRODUCTS OR OTHERWISE COMMENCE PERFORMANCE, WILL NOT BE DEEMED HARTING’S ACCEPTANCE OF ANY TERMS OR CONDITIONS CONTAINED IN SUPPLIER’S PURCHASE ORDER, ACKNOWLEDGEMENT, ACCEPTANCE, INVOICE, CONFIRMATION OR OTHER DOCUMENT.

1.6 HARTING may cancel or change any Order by written notice to Supplier prior to acceptance of such Order by Supplier, without any charge or penalty to HARTING. HARTING may cancel or change any Order by written notice to Supplier after acceptance of the same by Supplier, without any charge or penalty to HARTING other than as otherwise expressly specified in the Order. No Order may be changed by Supplier without HARTING’s prior written agreement to such changes, and no Order may be cancelled by Supplier after acceptance.

1.7 HARTING may submit to Supplier electronically Orders, cancellations and changes.

1.8 If HARTING requests that Supplier provide proposals for new Products, Supplier will promptly prepare such proposal for HARTING’s consideration, at no additional charge to HARTING, and will deliver such proposal to HARTING within five (5) business days of its receipt of HARTING’s request; provided, however, that Supplier will use all commercially reasonable efforts to respond more quickly if HARTING indicates that such proposal is

for a pressing business need or an emergency situation.

2. Packaging; Labeling; Shipping; Title

2.1 All Products will be packed and labeled for shipment by Supplier in accordance with this Agreement and all applicable Laws. Unless otherwise agreed in writing by HARTING, Supplier will package and label all Products in such a way that the Products are permanently recognizable as Supplier's Products. Supplier will package all Products as necessary to avoid damage to the Products during shipping and transportation. The amount of packaging material used must only be sufficient to meet this purpose. Only environmentally friendly materials will be used by Supplier. Supplier is responsible for the environmental compatibility of the Products supplied.

2.2 Unless expressly specified otherwise in an Order, all deliveries will be made DDP (as such term is defined in Incoterms 2010) at the point of destination set forth in the Order. Title to the Products will pass from Supplier to HARTING when the Products are delivered to the point of destination set forth in the Order. Supplier will be responsible for arranging, and paying the cost of, all shipping for the Products, in accordance with the Order, and insuring the Products against loss or damage (including loss during shipment, breakage, transportation damage and fire damage).

2.3 If certificates on material tests are required under an Order, they will form an essential part of the delivery of the Product and will be sent by Supplier to HARTING together with the delivery of the Products. Supplier will, at its own expense, promptly provide to HARTING properly signed and completed certificates of origin as requested by HARTING. Supplier will also provide to HARTING any other information and permit customs inspections of Products, as may be required by applicable Law.

2.4 Packaging material for transport and all other packaging may be returned by HARTING to Supplier, and will be accepted by Supplier, except to the extent such return is prohibited by applicable Law.

3. Prices

3.1 The prices set forth in an Order are fixed and include all packaging, labeling, loading, freight, insurance and customs, import and export duties, taxes and other obligations. The prices will fully compensate Supplier for providing the Products. HARTING will not be required to pay Supplier any

amounts for the Products in addition to the fixed price specified in the Order. Prices are in U.S. Dollars, unless otherwise specified in the Order. If no prices are specified in the Order, the price will be Supplier's current list prices, with the customary discounts.

3.2 HARTING will be financially responsible only for sales, service, value-added, use and excise taxes that are assessed on the sale of the Products in a jurisdiction in which HARTING is physically located and receives the Products. Supplier will be financially responsible for all other taxes, levies, duties and assessments on the sale of the Products or otherwise in connection with this Agreement.

3.3 To the extent that Orders relate to Products that are to be provided ultimately to a governmental authority, Supplier will provide unqualified information on its pricing to such governmental authorities to the extent required by applicable Law.

4. Payment Terms

4.1 Unless otherwise specified in an Order, Supplier will invoice HARTING for Products following delivery to and acceptance by HARTING of such Products. Supplier's invoice will be in duplicate and in a format approved in writing by HARTING, together with all associated documentation and data. Invoices that are not properly submitted to HARTING will not be deemed to have been received by HARTING.

4.2 Payment of all undisputed amounts specified in an invoice will be made within thirty (30) calendar days following the Invoicing Date. The term "**Invoicing Date**" means, with respect to any invoice or Order, the date that is the later of (a) the date of HARTING's actual receipt of such invoice, (b) the date of delivery to and acceptance by HARTING of all Products (including all required certifications) covered by such Order and (c) the delivery date for such Products set forth in such Order, as the same may be adjusted in accordance with **Section 1.6** (such delivery date as so adjusted, the "**Delivery Date**"). In addition to any other discounts or pricing concessions to which HARTING may be entitled, HARTING will be entitled to a three percent (3%) discount from Supplier for payments made within fourteen (14) calendar days of the Invoicing Date.

4.3 Payments made by HARTING will not be deemed to be acceptance of any Products.

4.4 HARTING may withhold payment of any charges or other amounts that HARTING disputes in good faith, without losing any discounts or similar payment concessions. If HARTING disputes any charges or other amounts, HARTING will so notify Supplier and provide a description of the charges or other amount in dispute and an explanation of the reason for the dispute. Supplier will continue performing its obligations under this Agreement pending the resolution of any dispute. Neither the failure to dispute any charges or other amounts prior to payment nor the failure to withhold any amount will constitute, operate or be construed as a waiver of any right HARTING may otherwise have to dispute any charge or other amount or recover any amount previously paid.

4.5 With respect to any amount to be paid or reimbursed by HARTING, HARTING may set off against such amount any amount that Supplier is obligated to pay HARTING under this Agreement or any other agreement between the Parties.

5. Delivery, Delivery Delays

5.1 Products will be delivered to the point of delivery specified in the Order.

5.2 Supplier will deliver, and HARTING will only be obligated to accept, the full volumes or quantities set forth in an Order. Deliveries of volumes or quantities greater or less than the full volume or quantities specified in the Order are only permitted if HARTING has agreed in writing to the same at least ten (10) business days prior to the scheduled Delivery Date. If HARTING agrees to accept greater or less than the full volume or quantities specified in the Order, the dispatch documents must clearly indicate such variation, and, in the case of delivery of less than the full volume or quantity, the committed delivery date of the remaining volume or quantity.

5.3 Supplier will deliver, and HARTING will only be obligated to accept, deliveries on the applicable Delivery Date. If Supplier makes delivery earlier than the Delivery Date, HARTING reserves the right to return the Products at Supplier's expense. If the Products are not returned in the event of early delivery, they will be stored at Supplier's expense and risk until the Delivery Date.

5.4 The Delivery Dates are binding upon Supplier. However, if an order confirmation indicates that a Delivery Date is approximate, estimated or the like, and HARTING has agreed in writing to the same,

Supplier will deliver the Products no later than eight (8) calendar days following the date so specified.

5.5 HARTING's acceptance of, or failure to object to, a late delivery will not constitute a waiver of any rights HARTING may have as a result of such late delivery.

5.6 If Supplier believes, for any reason, that a Delivery Date may not be met, Supplier will inform HARTING of the same in writing immediately, specifying the reasons and the probable length of the delay. In such cases, Supplier will use its best efforts to meet the agreed Delivery Date or, if such date cannot be met, to ensure that only the shortest possible delay occurs, and Supplier will inform HARTING in writing on a regular basis of the specific efforts Supplier has undertaken and is intending to undertake to this effect. Subject to **Section 13**, any notification provided by Supplier pursuant to this **Section 5.6** will not excuse Supplier from the performance of any of its obligations under this Agreement. HARTING will have the right, but not the obligation, to contact suppliers engaged by Supplier, including with respect to delivery or quality issues, and Supplier will assist and cooperate with HARTING in connection therewith.

5.7 Supplier will reference HARTING's Order number and the part numbers of the Products in all order confirmations, delivery notes, dispatch documents, invoices and all other correspondence related to the Products. Any such document provided to HARTING without such numbers will be deemed to have not been delivered to HARTING. All such documents will be in English.

5.8 Supplier will, at no additional charge to HARTING, inform HARTING on a regular basis of all technological advancements with respect to the Product and notify HARTING of any opportunities for improvements and technical changes in the Products that can be implemented prior to the delivery thereof. Supplier will not implement such improvement or changes in Products to be provided under any Order without HARTING's prior written consent.

5.9 In the event that the delivery of any Products is delayed, Supplier will provide HARTING with the following late delivery credits in recognition of the diminished value of the delivery resulting from Supplier's failure to meet the Delivery Date, and not as a penalty or liquidated damages: five percent (5%) of the applicable purchase price for each three (3) day period starting on the Delivery Date and ending on the date that the full volume or quantities of all of the

Products ordered are properly delivered to HARTING. Under no circumstances will the imposition of late delivery credits be construed as HARTING's sole or exclusive remedy for failure to meet the applicable Delivery Date.

5.10 If Supplier is more than thirty (30) days late in delivering Products (or parts therefor) for which no replacement Products (or parts) are generally commercially available to HARTING, Supplier will, upon written request from HARTING, provide all technical documentation required for HARTING to manufacture the Products (or parts therefor) or to have them manufactured by a third party engaged by HARTING. Supplier hereby grants to HARTING and HARTING's designees a non-exclusive, royalty-free, non-transferable, perpetual, irrevocable, worldwide right and license to make, have made, possess, import, sell, offer to sell, test, use, have used and maintain the Products (and the parts therefor), including through the use of such technical documentation to be provided by Supplier.

5.11 Supplier will ensure that, on or prior to delivery, the Products are approved by the responsible inspection bodies and fully certified for the use intended for them by HARTING.

6. Quality Assurance, Inspections

6.1 Supplier will employ adequate equipment, production methods and manufacturing quality control procedures to ensure that the Products conform to the Specifications and will manufacture the Products in compliance with good manufacturing practices. The term "**Specifications**" means the technical, design and/or functional specifications, features and quality requirements set forth in an Order, the applicable documentation and/or as otherwise agreed in writing by the Parties.

6.2 HARTING, or its designee, will have the right, at any time during normal business hours and from time to time, to inspect or test the Supplier's facilities and Products in order to ensure compliance with Supplier's obligations hereunder. No such inspection or testing by HARTING, or failure to inspect or test, will relieve Supplier of any of its obligations under this Agreement.

6.3 At HARTING's request, in its sole discretion, Supplier will enter into a quality assurance agreement with HARTING.

7. Representations, Warranties and Covenants

Supplier represents, warrants and covenants as follows:

7.1 During the Warranty Period, the Products will be (a) new and unused, (b) free from liens and encumbrances (with good and marketable title thereto being in Supplier prior to transfer to HARTING), (c) free from defects and errors in operation and performance and of good and merchantable quality and fit for the use intended for them by HARTING, and (d) in compliance with the applicable Laws, Specifications and technology standards of leading providers of products similar to the Products. The term "**Warranty Period**" means, unless expressly specified otherwise in the applicable Order, the period commencing upon Supplier's provision to HARTING of any Products and continuing until the end of the twenty-four (24) month period following HARTING's acceptance of such Products; provided, however, that with respect to Products that are spare parts, the Warranty Period will commence upon Supplier's provision to HARTING of such spare parts and continuing until the end of the twenty-four (24) month period following HARTING's acceptance of the installation and commissioning of such spare parts.

7.2 The Products and HARTING's receipt of the Products, and Supplier's Product manufacturing operations, including those operations of its subcontractors and suppliers, whether located in the U.S. or in other countries, (a) are in compliance with all applicable Laws, and (b) do not and will not infringe or misappropriate any patent right, copyright, trademark, trade secret or other proprietary or privacy rights of any third party.

7.3 Supplier will at all times and at its own expense (a) comply with all applicable Laws, now or hereafter in effect, relating to its performance of this Agreement including those relating to the sourcing, manufacturing, packaging and labeling of the Products, the salability and marketability of the Products, destruction of materials and child and involuntary labor, health, safety and environment Laws, (b) pay all fees and other charges required by such Laws and (c) maintain in full force and effect all licenses, permits, authorizations, registrations and qualifications from all applicable governmental authorities to the extent necessary to perform its obligations hereunder.

7.4 All Products and components and parts of Products manufactured outside the U.S. have been duly and properly imported into the U.S. in compliance with all Laws of the country of origin and

the U.S. Except as otherwise specified in an Order, Supplier will be the exporter of record of the Products out of the countries in which the Products are manufactured and the importer of record of the Products into the countries in which the Products are to be delivered and, accordingly, will be responsible to the applicable governmental authorities in such countries for the proper importation and exportation thereof. Supplier acknowledges that certain products, technology, technical data and software (including certain services and training) and certain transactions may be subject to export controls and/or sanctions under the Laws of the United States and other countries and jurisdictions (including the Export Administration Regulations, 15 C.F.R. §§ 730-774, the International Traffic in Arms Regulations, 22 C.F.R. Parts 120-130, and sanctions programs implemented by the Office of Foreign Assets Control of the U.S. Department of the Treasury). Supplier will supply HARTING with all export control numbers, classifications and other information to enable HARTING to comply with such Laws. Supplier will not directly or indirectly export or re-export any such items or any direct product thereof or undertake any transaction or service in violation of any such Laws.

The foregoing warranties will be in addition to Supplier's standard warranties or other rights or warranties that HARTING may have obtained. All of Supplier's warranties will survive inspection, delivery, acceptance and payment, and will run in favor of HARTING, its successors and assigns.

8. Non-conforming Products; Products Rejection

8.1 Supplier will, at Supplier's sole cost and expense, repair, replace or correct any failure of any Product to comply with this Agreement that is identified by HARTING during the Warranty Period and will use commercially reasonable efforts to do so as expeditiously as possible, but in no event later than thirty (30) days after Supplier's receipt of notice of the non-compliance from HARTING. If Products provided upon repair, re-performance or correction fail to comply with any representations or warranties in this Agreement, or Supplier fails to provide such repair, replacement or correction within the time period required above or after two (2) attempts to provide such repair, replacement or correction, then at HARTING's election, (a) Supplier will refund the price paid by HARTING for the affected Products and all other Products rendered less useful thereby, (b) Supplier will repair, replace or correct again the relevant Product or (c) HARTING, or its designee,

may repair, replace or correct the Products at Supplier's sole cost and expense. As long as notice of any non-compliant Product is provided within the Warranty Period, the Warranty Period will be extended until one of the foregoing remedies has been implemented to HARTING's satisfaction. The Warranty Period for Products (or parts thereof) that have been repaired, replaced or corrected will be renewed and will again commence upon the repair, replacement or correction thereof.

8.2 Within thirty (30) days from physical receipt of Products by HARTING (or its designee) at the point of destination set forth in an Order, HARTING (or its designee) will inspect such Products. HARTING or its designee will advise Supplier in writing (a "**Rejection Notice**") if it reasonably believes that any Products (or any parts thereof) fail to comply with the warranties set forth in this Agreement; provided, however, that HARTING's (or its designee's) failure to advise Supplier within such 30-day period that Products are non-compliant will not prejudice HARTING's right to reject and return the Products if the noncompliance could not have been reasonably detected by a visual inspection of such Products by HARTING. If more than five percent (5%) of the Products (or five percent (5%) of the units of any particular Product) in any Order are defective or contain defective parts, HARTING will be entitled to reject and return the entire delivery of Products under such Order as defective.

8.3 Supplier will reimburse HARTING for all costs (including labor, materials, shipping and insurance) incurred by HARTING (or its designee) in connection with establishing and correcting the defective Products, inspecting defective Products, de-installing defective Products and installing any repaired, replacement or corrected Products, transporting and returning defective Products and receiving repaired, replacement or corrected Products.

8.4 In the event any Product is required by Law to undergo an inspection, such Product will be inspected by Supplier and certified in writing as inspected by Supplier, prior to delivery to HARTING thereof.

8.5 Supplier will provide to HARTING, with each delivery of Products pursuant to an Order, correct and accurate safety data sheets applicable to such Products and promptly provide HARTING with all changes to the same.

9. Indemnities

9.1 Supplier will indemnify, defend and hold harmless HARTING and its Affiliates and its and their respective directors, officers, employees, agents, distributors, resellers and customers (collectively, “**HARTING Indemnified Parties**”) from and against any and all Losses and threatened Losses due to third party claims arising from or in connection with any of the following:

(a) any claim for personal injury (including wrongful death) or damage or loss of property, including any claim for product liability related to any Products (or any parts thereof);

(b) Supplier’s breach of any of the representations, warranties and covenants set forth in this Agreement;

(c) a claim brought by any governmental authority to the extent arising from violation of applicable Law by Supplier; and/or

(d) infringement or misappropriation or alleged infringement or alleged misappropriation of a patent, trade secret, copyright or other proprietary rights in contravention of Supplier’s representations, warranties and covenants in **Section 7.2**.

9.2 HARTING will promptly notify Supplier of any claim for which it is seeking indemnification under this **Article 9**, including a copy of each communication or notice received by HARTING that pertains to such claim, provided that no delay or failure to so notify will relieve Supplier of its obligations under this **Article 9** except to the extent that Supplier has suffered actual and material prejudice by such delay or failure. Supplier may assume sole authority to conduct the defense or settlement of such claim at its expense using counsel reasonably acceptable to HARTING; provided, however, that Supplier will not settle any claim without HARTING’s prior written consent, unless such settlement (a) includes an unconditional release of the HARTING Indemnified Parties from all liability with no admission of liability or wrongdoing and (b) imposes no liability or obligation on any HARTING Indemnified Party. Each HARTING Indemnified Party may employ counsel at its own expense to participate in the handling of the claim. HARTING will, at Supplier’s expense, provide reasonable information and assistance requested by Supplier in connection with such claim. Notwithstanding the foregoing, HARTING may, at HARTING’s option and at Supplier’s expense, retain sole control over the defense

and settlement of any claim brought against any HARTING Indemnified Party by any governmental authority.

9.3 In the event of suit against HARTING or its Affiliates, with or without Supplier being named as a co-defendant, Supplier will cooperate to the fullest extent with HARTING in the defense against such a claim or suit, including (a) collecting and producing to HARTING documents and other information concerning the Product at issue in such litigation, its research, development, formulation, testing, manufacture, financial performance, manufacture costs, cost of goods sold and other relevant and producible information, (b) providing access to relevant Supplier personnel, in terms of consulting with HARTING on the issues set forth in **clause (a)** above, and (c) providing testimony, as needed, in the U.S. through live witnesses in deposition, hearing and/or at trial.

10. Product Recalls

10.1 In the event of a Recall, Supplier will indemnify and hold harmless the HARTING Indemnified Parties from and against (to the extent applicable): (a) all reasonably incurred expenses of notifying the trade, customers and/or consumers of such Recall; (b) all freight charges actually incurred by them or paid by them to their customers for the retrieval of the Products; (c) all reasonable service charges paid by any of them to their customers in line with normal trade practices in connection with the retrieval of the Products; and (d) all costs and reasonable counsel fees incurred by any of them in connection with such Recall.

10.2 Each Party will notify the other Party promptly of (a) any legal claim brought or threatened against it or those acting by or through it or (b) any actual or threatened governmental investigation, audit, recall or other action that comes to the Party’s attention, in either case, with respect to any Products based on alleged hazards or defects in the design, manufacture, packaging or labeling of the Products or other adverse claim regarding the Products. Upon receiving such notice, subject to applicable Laws, HARTING may assume sole control of the defense of any such claim, including the power to conduct and conclude any and all negotiations, compromises or settlements. Supplier will promptly cooperate and comply with all reasonable requests from HARTING for information, materials or assistance with respect to the conduct of such defense.

10.3 Supplier will give HARTING written notice immediately after determining that any Product (a) fails or is alleged to have failed to comply with any product safety requirements contained in the Specifications or applicable product safety rules, specifications or standards promulgated by any governmental authority or (b) constitutes, or contains a hazard or defect that could create, a substantial risk of injury to users or the public. Supplier will promptly furnish to HARTING documentation and information regarding the Product necessary or helpful to HARTING, as determined in HARTING's sole discretion, in responding to any request by the governmental authority. HARTING and Supplier will work together under HARTING's product safety program to determine if a safety hazard or defect in any Product requires a report to the governmental authority and, if such a report is required, what will be appropriate remedial actions. Supplier will provide its best remedial services and treatment for the Product that is at least as rigorous as Supplier is providing or has provided for its other products under like circumstances.

10.4 If any recall, repair/rework, replacement or refund program ("**Recall Program**") is needed to correct one of the situations outlined above, whether voluntary or required, Supplier will implement and administer the Recall Program except to the extent HARTING elects to do so. In any event, Supplier will reimburse HARTING for all reasonable costs and expenses incurred by HARTING in connection with the Recall Program. Costs and expenses include the cost of locating, identifying and notifying customers or others and the cost of repairing, repurchasing or replacing recalled Products, and any costs of packing, shipping or recycling recalled Products. If Supplier implements and administers the Recall Program, HARTING will cooperate with Supplier, at Supplier's expense, in implementing and administering the Recall Program, and promptly provide to Supplier all reasonable records requested regarding the Recall Program. To the extent HARTING elects to implement and administer the Recall Program, Supplier will cooperate with HARTING, at Supplier's expense, in implementing and administering the Recall Program, and promptly provide to HARTING all reasonable records requested regarding the Recall Program.

11. Risk of Loss and Insurance

11.1 Risk of loss or damage to the Products will pass from Supplier to HARTING when the Products are delivered to the point of destination set forth in an Order.

11.2 Supplier will insure itself to an appropriate level against all risks arising from product liability including the risk of recall, and provide to HARTING the insurance policy for HARTING's perusal if so requested by HARTING.

12 Ownership of HARTING Materials and Tooling

For purposes of this Agreement, HARTING will be and remain the sole and exclusive owner of (a) all intellectual property, software and other designs, specifications, tooling, molds, dies, jigs, fixtures and other equipment and materials provided by or obtained for HARTING or its Affiliates in connection with any Order and (b) all modifications, enhancements and derivative works of any of the foregoing items, free from any liens or claims of any type or nature whatsoever by Supplier or parties claiming through Supplier, and Supplier will, and hereby does, irrevocably and in perpetuity, assign to HARTING, without further consideration, all right, title and interest that Supplier has or may in the future have in such modifications, enhancements or derivative works. Supplier will return to HARTING all such items upon request by HARTING or, if not earlier requested, upon termination or expiration of this Agreement.

13. Force Majeure

13.1. Neither Party will be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God; wars, terrorist acts, site-specific terrorist threats, riots, civil disorders, rebellions or revolutions; strikes, lockouts or labor disputes; or any other similar cause beyond the reasonable control of such Party; except to the extent that the non-performing Party is at fault in failing to prevent or causing such default or delay, and provided that such default or delay could not be reasonably circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means (each, a "**Force Majeure Event**"). A strike, lockout or labor dispute involving Supplier or Supplier Affiliate personnel will not excuse Supplier from its obligations hereunder.

13.2 Without limiting any of HARTING's other rights hereunder, if any Force Majeure Event delays or is reasonably expected to delay the provision of any Products for longer than ten (10) days, HARTING may, at HARTING's election and at

Supplier's expense, cancel any or all of the Orders for such Products and procure substitute products from an alternate source, without HARTING having any liability to Supplier.

13.3 Without limiting any of HARTING's other rights hereunder, if any Force Majeure Event has substantially prevented or delayed or is reasonably expected to delay or substantially prevent the performance by Supplier of its obligations hereunder for more than ten (10) days, HARTING may cancel or terminate any or all Orders and/or this Agreement upon written notice to Supplier, without HARTING having any liability to Supplier.

13.4 If Supplier changes or converts its production, or plans to do so, for any Product, regardless of the reason for doing so, Supplier will notify HARTING thereof immediately and provide to HARTING the opportunity to make a final purchase of such Product.

14. Limitation of Liability

14.1 HARTING's cumulative liability for all losses and damages under this Agreement, including those arising out of contract, tort (including actions based on negligence, strict liability and willful and/or intentional conduct), warranty, indemnity or other theory of liability, will not exceed Supplier's actual direct out-of-pocket expenses that are reasonably incurred by Supplier, and in no event will such expenses exceed the amounts paid by HARTING under the Order pertaining to such liability.

14.2 IN NO EVENT WILL HARTING BE LIABLE TO SUPPLIER OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, COLLATERAL, EXEMPLARY, PUNITIVE, RELIANCE OR SPECIAL DAMAGES (INCLUDING BUSINESS INTERRUPTION OR LOSS OF DATA, REVENUE OR PROFITS), EVEN IF HARTING OR ANY OF ITS DISTRIBUTORS, RESELLERS OR SUPPLIERS HAS BEEN ADVISED OR MADE AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES OR DAMAGES AND REGARDLESS OF WHETHER THE CLAIM IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY AND WILLFUL AND/OR INTENTIONAL CONDUCT), WARRANTY, INDEMNITY OR OTHER THEORY OF LIABILITY.

14.3 Supplier's recourse for any claim or action relating to this Agreement will be limited to the assets of HARTING, and in no event will any HARTING

Indemnified Party have any liability to Supplier or third party in connection with this Agreement or any of the transactions contemplated hereby.

15. Subcontracting

15.1 Supplier will not subcontract or delegate any of its obligations arising under this Agreement, in whole or in part, to any third party without HARTING's prior written approval, which approval HARTING may withhold in HARTING's sole discretion.

15.2 Unless otherwise approved in writing by HARTING, the terms of any subcontract must be consistent with the terms of this Agreement. Notwithstanding the terms of the applicable subcontract, the approval of such subcontractor by HARTING or the availability or unavailability of subcontractor insurance, Supplier will be and remain fully responsible and liable for any failure by any subcontractor or subcontractor personnel to perform in accordance with this Agreement or to comply with any duties or obligations imposed on Supplier under this Agreement.

16. Termination

16.1 If Supplier commits a breach of this Agreement or any Order, and that breach is not cured within ten (10) days after notice of the breach from HARTING, or commits a breach of this Agreement or any Order that is not capable of being cured within such ten (10) day period, then HARTING may, by giving notice to Supplier, terminate this Agreement or any Order, in whole or in part, for cause as of a date specified in the notice of termination.

16.2 If Supplier (a) files for bankruptcy, (b) becomes or is declared insolvent, or is the subject of any bona fide proceedings related to its liquidation, administration, provisional liquidation, insolvency or the appointment of a receiver or similar officer for it, (c) passes a resolution for its voluntary liquidation, (d) has a receiver or manager appointed over all or substantially all of its assets, (e) makes an assignment for the benefit of all or substantially all of its creditors, (f) enters into an agreement or arrangement for the composition, extension or readjustment of substantially all of its obligations or any class of such obligations, (g) fails or become incapable of paying its debts as they become due or is otherwise in default under material contracts and fails to promptly cure such defaults or (h) experiences an event analogous to any of the foregoing in any jurisdiction in which any of its assets are situated, then

HARTING may terminate this Agreement or any Order for cause as of a date specified in a termination notice.

16.3 In addition to HARTING's termination rights provided elsewhere herein, HARTING reserves the right to terminate for cause any Order, either in whole or in part, if Supplier delivery is not made as specified in such Order or other written document signed by an authorized representative of HARTING, or if Supplier fails to deliver Products that conform in all respects to the Specifications, or if Supplier otherwise fails to perform in accordance with these General Terms, any Order or other written document governing the provision of any Products.

17. Covenant Against Pledging; Liens

Without the prior written approval of HARTING, which approval HARTING may withhold in HARTING's sole discretion, Supplier will not assign, transfer, pledge, hypothecate or otherwise encumber its rights to receive payments from HARTING under this Agreement for any reason whatsoever. To the extent HARTING permits Supplier to assign, transfer, pledge, hypothecate or otherwise encumber its rights to receive payments from HARTING under this Agreement, Supplier will continue to be HARTING's sole point of contact with respect to this Agreement, including with respect to payment. The person or entity to which such rights are assigned, transferred, pledged, hypothecated or otherwise encumbered will not be considered a third party beneficiary under this Agreement and will not have any rights or causes of action against HARTING.

Supplier will not file, or by its action or inaction permit, any liens to be filed on or against property or realty of HARTING or any HARTING Affiliate. If any such liens arise as a result of Supplier's action or inaction, Supplier will obtain a bond to fully satisfy such liens or otherwise remove such liens at its sole cost and expense within ten (10) business days. If Supplier fails to do so, HARTING may, in its sole discretion, pay the amount of such lien, and/or deduct such amounts from payments due to Supplier.

18. Choice of Law; Dispute Resolution

18.1 These General Terms and all Orders and associated sales and transactions between the Parties related thereto will be interpreted in accordance with and governed by the internal Laws of the State of Illinois, without reference to its choice of Law provisions. The United Nations Convention on Contracts for the International Sale of Goods (CISG)

will not apply.

18.2 All disputes, differences or questions arising out of or relating to these General Terms, any Order, the relations or transactions between the Parties, or the validity, interpretation, breach or violation or termination thereof, will be finally and solely determined and settled by arbitration at Chicago, Illinois, USA, in accordance with the commercial arbitration rules of the American Arbitration Association. Such arbitration will be conducted in the English language, and if the amount in controversy exceeds \$50,000.00, will be conducted by a panel of three (3) arbitrators (one (1) arbitrator selected by Supplier, one (1) arbitrator selected by HARTING, the two (2) selected arbitrators selecting the third arbitrator), otherwise such arbitration will be conducted by a single arbitrator. In any such arbitration proceedings the arbitrator(s) will adopt and apply the provisions of the Federal Rules of Civil Procedure relating to discovery so that each Party will allow and may obtain discovery of any matter not privileged that is relevant to the subject matter involved in the arbitration to the same extent as if such arbitration were a civil action pending in a United States District Court. Judgment upon any arbitration award may be entered and enforced in any court of competent jurisdiction.

19. Assignment

Supplier may not transfer or assign these General Terms or any Order, or any of its rights, duties or liabilities hereunder, without HARTING's prior written consent, which HARTING may withhold in its sole discretion. HARTING may, without the consent of or any notice to Supplier, assign this Agreement, or any of HARTING's rights or obligations hereunder, to any third party. Subject to the foregoing, this Agreement will inure to the successors and permitted assigns of each Party.

20. Severability

Each term, condition and provision of these General Terms and any Order will be valid and enforced to the fullest extent permitted by applicable Law. If any term, condition or provision of any Order, or the application thereof to any person or circumstance, will be held invalid or unenforceable to any extent, then such term, condition or provision will be curtailed and limited to the extent necessary to bring it within the legal requirements and the remainder of these General Terms and such Order, and the application of such term, condition or provision to persons or circumstances, other than those to which it

is held invalid or unenforceable, will not be affected thereby.

21. Waiver; Cumulative Remedies

21.1 The waiver or failure of HARTING to exercise in any respect any of its rights in these General Terms or any Order will not be deemed a waiver or continuing waiver of any further right hereunder.

21.2 All remedies provided for in this Agreement will be cumulative and in addition to and not in lieu of any other remedies available to either Party at law, in equity or otherwise. The election by a Party of any remedy provided for in this Agreement or otherwise available to such Party will not preclude such Party from pursuing any other remedies available to such Party at law, in equity, by contract or otherwise.

21.3 All claims for monies due or to become due Supplier from HARTING will be subject to deduction by HARTING for any setoff, counterclaim or indemnification right arising out of any Order or other transaction with Supplier.

22. Notices

Any written notice provided for herein to be given to HARTING by Supplier will be mailed or delivered to HARTING's address stated in the Order or to an address and/or person subsequently designated in writing by HARTING. Likewise, any notice to be given to Supplier will be mailed to or delivered to Supplier at the address stated in the Order or to an address and/or person subsequently designated in writing by Supplier.

23. Third Party Beneficiaries

These General Terms and any Order Confirmation will not be deemed to create any rights in any third parties (other than the HARTING Indemnified Parties), or to create any obligations of a Party to any such third parties.

24. Definitions

24.1 “**Affiliate**” means, generally, with respect to any other entity, any other entity controlling, controlled by or under common control with such entity.

24.2 “**Effective Date**” means, with respect to any Order, the date such Order has been accepted (or deemed accepted) by Supplier.

24.3 “**Laws**” means all applicable foreign and U.S. federal, state, provincial, regional, territorial, local and other laws, statutes, ordinances, regulations, rules, executive orders, supervisory requirements, directives, circulars, opinions, interpretive letters and other official releases of or by any government, or any authority, department or agency thereof, in any jurisdiction in which the Products are manufactured, packaged or labeled.

24.4 “**Losses**” means all losses, liabilities, damages (including punitive and exemplary damages), fines, penalties, interest and claims (including taxes) and all related costs and expenses (including reasonable legal fees and disbursements and costs of investigation, litigation, experts, settlement, judgment, interest and penalties).

24.5 “**Party**” means HARTING or Supplier; “**Parties**” means HARTING and Supplier.

24.6 “**Recall**” means (a) any of the Products are the subject of a seizure by any governmental authority, (b) any governmental authority requests or suggests that any of the Products be recalled or withdrawn from any level of the market or (c) either Supplier or HARTING deems that such a recall is necessary.

25. Entire Agreement

These General Terms and the associated Order, unless expressly modified in writing and executed by an authorized representative of HARTING, are intended to reflect the final expression of the agreement between the Parties with respect to the subject matter hereof, and supersedes all prior agreements with respect to such subject matter, except for additional warranties given by Supplier. As used in this Agreement, the words “include” or “including” will be understood to mean “includes, without limitation” and “including, without limitation”, respectively.