

## GENERAL TERMS AND CONDITIONS FOR DELIVERY OF AVNET NORTEC OY

These terms and conditions shall apply when they are referred to or when they otherwise have been become part of the agreement with the buyer, and for all future purchases unless otherwise agreed. When purchasing products from AVNET Nortec OY ("AVNET NORTEC OY") the below terms and conditions and ELKOMIT conditions of delivery as well as Finnish law shall apply. If the provisions in ELKOMIT deviate from these terms and conditions the latter shall apply. These terms and conditions shall take precedence over any terms and conditions provided by or referred to by the buyer. The United Nations Convention for the International Sale of Goods shall not apply.

**Prices:** All prices specified in price lists and tenders are quoted exclusive of VAT and packaging. The prices are subject to changes of the manufacturer's prices, currency changes and other factors outside AVNET NORTEC OY's control. Consequently AVNET NORTEC OY can be forced to change quoted prices without prior notice. If the parties have agreed that the delivery date shall be postponed more than six months AVNET NORTEC OY is entitled to renegotiate the price and shall not be bound by the originally agreed price.

**Terms of Payment:** Payment shall be made within 30 days upon invoicing.

**Interest on arrears:** The buyer will be charged a 2 percent interest on arrears per month from the maturity date.

**Terms of Delivery:** Unless agreed otherwise, all shipments by AVNET NORTEC OY are insured and all transportation charges shall be paid by the customer in addition to the price of the products. Subject to possible other rights of AVNET NORTEC OY, delivery of the products to the carrier shall constitute delivery to the customer and the risk shall thereupon pass to the customer. Selection of the carrier and delivery route shall be made by AVNET NORTEC OY. AVNET NORTEC OY shall use reasonable efforts to initiate shipment and schedule delivery as close as possible to the customer's requested delivery dates. AVNET NORTEC OY reserves the right to make deliveries in instalments unless the buyer expressly has opposed hereto.

The minimum order line value is €100 and total order value is €250 unless otherwise agreed.

The delivery dates provided by AVNET NORTEC OY are estimates only.

AVNET NORTEC OY is not liable for delays in delivery of a product caused by the manufacturer of a product.

**Quantity:** Unless agreed otherwise, AVNET NORTEC OY, for quality reasons, only delivers the closest standard package or the smallest package delivered by the manufacturer.

**Dimensions & Technical Data:** All information pertaining to dimensions and technical data in catalogues and in other printed papers supplied by AVNET NORTEC OY refer to the latest known information sheet provided by the manufacturer. Such information shall be binding only if they are expressly referred to in the agreement. In general the manufacturer's latest information sheet shall apply.

Oral information, product specifications, performance figures, etc. are only binding if AVNET NORTEC OY has confirmed them to be binding in writing.

**Product Returns:** If the product is defect upon arrival, the damage shall immediately be reported to the respective carrier, irrespective of the condition of the packaging. Complaints to AVNET NORTEC OY shall be made within 10 days of the customer's receipt of the product. If the product is insured the insurance company must be notified. AVNET NORTEC OY undertakes to at its option credit, repair the defect product or deliver products free of defect. Return of the defect product shall be effected by paid carrier, but only after AVNET NORTEC OY has accepted such return and after receipt of a return number from AVNET NORTEC OY. AVNET NORTEC OY will not accept a product that is returned without a return number or upon which a surcharge has been imposed. Certain restrictions apply to products that are returned with a broken ESD-seal.

Product returns shall follow AVNET NORTEC OY's RMA-procedure as specified below. No return of Products shall be accepted by AVNET NORTEC OY without a Return Material Authorization ("RMA") Number, which may be issued by AVNET NORTEC OY in its sole

discretion. Returned Products must be packaged in a manner to ensure that the product cannot be damaged in any way and this is solely the responsibility of the customer. All Products for return shall be returned freight prepaid in the manner specified in the RMA. If returned Products are claimed to be defective, a complete description of the nature of the defect must be included with the returned Products. Products not eligible for return shall be returned to the customer, freight collect.

- Liability for loss:** To the extent permitted by mandatory law AVNET NORTEC OY shall not be responsible for any direct or indirect losses incurred by the buyer caused by late delivery, non-delivery of products or due to defect products. AVNET NORTEC OY shall not be liable to pay liquidated damages.
- Limitation of Liability:** In any case to the extent possible under mandatory law the liability of AVNET NORTEC OY shall be limited to the purchase price paid by Buyer for the Products.
- Annulment:** AVNET NORTEC OY reserves the right to charge the customer for damages and lost earnings due to cancellation of ordered products.
- Products that are not normally included in AVNET NORTEC OY's line of products and/or kept in stock and products that have been specially purchased and/or have been specially customised for the customer are non-cancellable and non-returnable. Unless otherwise agreed in writing, the customer upon cancellation will be charged the full value of the product.
- Warranty Period:** Unless otherwise specified, AVNET NORTEC OY grants a 12 month product warranty period to its customers. Warranty claims shall become statute-barred within a period of 12 months. The limitation period shall commence upon delivery to the customer. In the event that a manufacturer of goods grants a warranty for a longer period, AVNET NORTEC OY will pass this extended warranty on to the customer at the customer's request, subject to the manufacturer's agreement.
- Limitations of Use:** The products sold by AVNET NORTEC OY are intended to be used only for the purposes specified by the respective manufacturer. These purposes do not include the use of the products in life-preserving or supporting systems, in connection with nuclear materials or for any other purposes where a failure of the product may reasonably be expected to result in an injury to life, body or health or to unusually high pecuniary losses. In the event that the customer nevertheless uses or sells on any products purchased from and/or programmed by AVNET NORTEC OY for such purposes, the customer shall do so at its own risk and sole responsibility. The customer herewith indemnifies AVNET NORTEC OY and the respective manufacturer in full and at first demand against all claims, and against all legal actions, in connection with the use of products for such purposes, including the costs incurred for adequate legal representation.
- Intellectual Property Rights:** If an order includes software or other intellectual property, such software or other intellectual property is provided by AVNET NORTEC OY to the customer subject to the copyright and user license, the terms and conditions of which are set forth in the license agreement accompanying such software or other intellectual property. Nothing herein shall be construed to grant any rights or license to use any software or other intellectual property in any manner or for any purpose not expressly permitted by such license agreement.
- Dispute resolution:** A dispute between the parties shall be submitted to Helsinki District Court where Finnish law shall apply.
- Personal Data:** Personal data used in connection with the business relationship are stored and processed by AVNET NORTEC OY, to the extent necessary for business purposes, in accordance with the statutory provisions.
- Environmental:** Article 20 of the ELKOMIT terms shall not apply.