

## Sales Terms and Conditions

### GENERAL

The Sales Terms and Conditions as stipulated in this document constitute a part of the contract between **BCM SENSOR TECHNOLOGIES bvba** located in Industriepark Zone 4, Brechtsebaan 2, B-2900 Schoten-Antwerp, BELGIUM (hereinafter referred to as BCM SENSOR) and **BUYER** who places purchasing order with BCM SENSOR and buys BCM SENSOR products (hereinafter referred to as BUYER), and are subject to any mutually agreed written amendments.

All purchasing orders are accepted by BCM SENSOR according to these Sales Terms and Conditions which supersede any other terms or conditions appearing in any previous publication or elsewhere and, unless otherwise specifically agreed to in writing by BCM SENSOR, these Sales Terms and Conditions override and exclude any other terms or conditions stipulated or incorporated or referred to by BUYER, whether written on BUYER's purchasing order or any email message during negotiations between BCM SENSOR and BUYER. BCM SENSOR reserves the right to modify these Terms and Conditions when it is necessary.

### QUOTATIONS

Price terms for the sales quotations are Ex Works Antwerp/BELGIUM (Incoterms 2010). Under these price terms the goods ordered are dispatched from Antwerp, transportation costs from BCM SENSOR to the shipping address are not included, and import tax shall be covered by BUYER, unless otherwise requested by BUYER and agreed to in writing by BCM SENSOR.

All written quotations are valid within validity date indicated in the quotation unless otherwise requested by BUYER and agreed to in writing by BCM SENSOR.

The prices shown on published price list or on any other published documentation issued by BCM SENSOR may be changed by BCM SENSOR without prior notice and are therefore subject to reconfirmation.

Prices are exclusive of value added tax (VAT) and all foreign-, federal-, state-, municipal- or/and other government-excite, sales, use, occupational duty or taxes now in force, or enacted in the future; and are therefore subject to increase equal in amount to any tax which BCM SENSOR may be required to collect or pay upon the sale or delivery of the products purchased by BUYER.

BCM SENSOR does not charge for standard packing. If a special packing is required by BUYER, extra costs for the packing may be charged by BCM SENSOR, the price of which is quoted upon request. No credit or deduction in price will be given if no packing is required.

### PURCHASING ORDERS

The purchasing orders should be placed by email in PDF file format, by fax, or by letter via post, and have to be dated and signed by BUYER. When BUYER places his purchasing order with BCM SENSOR, it means that BUYER has accepted all the terms and conditions as stipulated in this document.

All the received purchasing orders at BCM SENSOR are subject to acceptance by an order confirmation document, i.e., BCM SENSOR will issue the Order Confirmation to BUYER via email after the purchasing order is processed. Typographical and clerical errors on the quotation and on the order confirmation are subject to correction.

If the total value of a purchasing order, or the total value of one shipment is less than 200 EURO (200.00 €), an extra charge of 100 EURO (100.00 €) will be added to BCM SENSOR invoice as a service charge per invoicing.



A BCM PROPRIETARY INFORMATION The information and design(s) disclosed herein are the property of BCM and may not be used, reproduced or disclosed in any form except as granted in writing by BCM

## CHANGES OF PURCHASING ORDER

BUYER may, with the written consent of BCM SENSOR, amend his purchasing order. In the event of such amend, BUYER shall compensate to BCM SENSOR the reasonable costs and other expenses such as development cost, tooling cost, and any NRE (non-recurring engineering) costs and expenses, costs of semi-finished parts or products, and costs of all commitments to its suppliers and sub-contractors, which are a) incurred by BCM SENSOR prior to receipt of notice of change for all the work rendered unnecessary by the change and/or are b) incurred by BCM SENSOR thereafter for all the work required to effect the change. The amount will be determined by BCM SENSOR by considering specific costs and other expenses as well as BCM SENSOR usual rate of profit for similar work. In the event of such change, BCM SENSOR shall be entitled to revise its price and delivery schedule accordingly.

## DELIVERY

Delivery terms are Ex Works Antwerp/BELGIUM (Incoterms 2010). The delivery terms are quoted and confirmed on the order confirmation. If the shipping address is not specifically mentioned on the purchasing order, BUYER's billing address is considered as the default address for delivery. When the goods are dispatched, BCM SENSOR will inform by e-mail BUYER the shipment details with "Delivery Notes" document.

Unless otherwise stated in writing, the delivery shall be deemed to take place and the risk shall be transferred automatically to BUYER after the ordered goods are dispatched from BCM SENSOR and the "Delivery Notes" is transferred by e-mail to BUYER.

Lead time quoted by BCM SENSOR foresees the approximate dispatch date and is based on prompt receipt of all necessary information regarding the purchasing order. BCM SENSOR will use its utmost effort to meet the confirmed estimated dispatch date, but cannot be held responsible for its failure to do so due to causes beyond BCM SENSOR control. BCM SENSOR reserves the rights to execute partial deliveries with corresponding invoicing upon receipt of the written confirmation from the BUYER.

Exceeding of the lead time should not lead to the dissolution of the purchase, refusal of reception of the goods or claim for compensation. Exceeding of the lead time can therefore not lead to the cancellation of the purchasing order.

## ACCEPTANCE OF DELIVERED GOODS

It is the responsibility of BUYER to check the delivered products immediately for acceptance, and any claims to the quantity and/or quality of the delivered products must be received at BCM SENSOR within eight (8) working days after the products are delivered at the delivery address (or BUYER's address) written on the purchasing order of BUYER. Any claim made by BUYER after these eight (8) working days shall be considered late and shall have no effect. In the event that the delivered products have the defects which are attributed to BCM SENSOR upon BCM SENSOR verification, the warranty conditions are applicable.

Unless otherwise agreed to in writing by BCM SENSOR, the criterion for acceptance of the products delivered, including accessories, shall be the successful operation of the products and accessories according to the published specifications, which are confirmed by the test report provided with the products delivered.

All tests for verification shall be run by BCM SENSOR staff at BCM Sensor locations using BCM Sensor standard testing procedures, unless otherwise allowed and agreed to by BCM SENSOR in writing.

The delivered goods remain the property of BCM SENSOR until the amount of the corresponding commercial invoice is fully paid and received by BCM SENSOR. BCM SENSOR reserves the rights to require the restitution of the delivered goods to the expenses of BUYER.

## PAYMENT TERMS

Payment terms is a subject to be confirmed by BCM SENSOR in quotation/offer or order confirmation. The payment to BCM SENSOR invoice is made via bank transfer by BUYER.



The standard payment terms is “30 days invoice date” for regular customers who are located in one of the European Union (EU) member states. The payment has to be made within 30 days from BCM SENSOR invoicing date, unless otherwise specifically agreed to in writing by BCM SENSOR. For a new BUYER or a BUYER who is located outside of the EU, or for customized products specially developed for OEM BUYER, the pre-payment is required, unless otherwise specifically agreed to in writing by BCM SENSOR. Certain purchasing orders may, because of their nature or the delivery involved, require progress payments. Pro rata payments shall become due as shipments are made.

If BCM SENSOR at any time deems that, by reason of the financial condition of BUYER or otherwise, the continuation of production or shipment on the terms specified herein is not justified, BCM SENSOR may require full or partial pre-payment.

Amounts of the commercial invoice past due are subject to a service charge of 1.5% per month. BCM SENSOR reserves the right to set the payment terms per sales quotation or to revise the payment terms having informed the BUYER in advance in writing.

### **EXCUSABLE CESSATION OF PERFORMANCE FOR NON-PAYMENT**

Whenever BUYER fails to meet the payment requirements set forth in the contract of which these Sales Terms and Conditions form a part, BCM SENSOR may cease performance and delivery and accelerate payment of any and all unpaid charges. Such cessation of performance shall not be construed to be a breach on any contract or agreement and BCM SENSOR will resume production as soon as reasonably possible upon receipt of payment of all balances due.

If BUYER makes an assignment for the benefit of creditors, if a voluntary or involuntary petition or other action in bankruptcy, or for reorganization, or under any other insolvency law filed by or against BUYER, if BUYER shall admit its inability to pay its debts, if a trustee, receiver or liquidator is appointed for any part of the assets of BUYER, or if BUYER fails to make payments to BCM SENSOR in accordance with the terms hereof, BCM SENSOR may, at its option, cancel all undelivered goods of any purchasing order by written notice to BUYER at no expense to BCM SENSOR.

### **ORDER CANCELLATION, POSTPONE, AND DELAY OF SHIPMENT**

In the event of cancellation of a confirmed purchasing order, BUYER shall be liable for the payment of reasonable cancellation charges which shall be, depending on the production stage when the cancellation notice is received by BCM SENSOR, 30% ~ 100% of the total value of the ordered items to be cancelled.

In case the BUYER has placed the purchasing order under prepayment terms, and shall this order be confirmed but the BUYER has decided to have it cancelled, depending on the production stage when the cancellation notice is received by BCM SENSOR, 30% ~ 100% of the total value of the ordered items will be charged to have the purchasing order cancelled and the rest of paid value will be refunded to the BUYER.

If BUYER requests to postpone either the development or production of the ordered items, BUYER needs to pay all the costs BCM SENSOR has spent due to BUYER’s purchasing order on the percentage of completion of the development or production of the ordered items.

In case BUYER wants to postpone or delay the delivery of shipment or there is a delay in the delivery of shipment due to the fact that BCM is not able to deliver the shipment due to lack of shipping instructions, BCM SENSOR will store all the items ordered at BUYER’s risk and expense, and will invoice BUYER for the full contract price of the purchasing orders on or after the date on which the shipment is ready for delivery. No postpone or delay requested by BUYER on a confirmed purchasing order shall be effective unless BUYER agrees to payment of any costs if the postpone or delay imposes on BCM SENSOR.

### **RETURN OF GOODS**

No delivered goods shall be returned to BCM SENSOR as reject or for repair without prior written authorization from BCM.

With the written consent of BCM BUYER may return the goods to BCM SENSOR. A minimum twenty percent (20%) of the value of the returned goods will be charged as BUYER's expense for restocking service incurred at BCM SENSOR, unless otherwise specifically agreed to in writing by BCM SENSOR. BUYER is responsible for the shipping costs of the returned goods from the BUYER's site to BCM SENSOR. In case the origin of defect is caused by BCM SENSOR, the shipping cost for the repaired products or replacement from BCM SENSOR to the BUYER's site will be covered by BCM SENSOR.

The returned goods are only accepted by BCM SENSOR if they are returned in their original state and are properly packaged with the original documents and which were provided with the product when delivered.

An RMA (Return Material Authorization) number is required to return any product to BCM SENSOR for any reason. An RMA doesn't commit to any specific final action on BCM SENSOR part; it simply starts a process of evaluation. Purposes of evaluation include diagnosis of the product to determine what action will be recommended to owner of product: i.e., repair, replacement, etc.

## **LIMITED WARRANTY (Liability for Repairs or Replacement Only)**

Delivered goods are warranted to be free of defects in material and workmanship (referring as production defect) for two years from the delivery date, unless otherwise stated in specific commercial quotation. BCM SENSOR obligation of warranty is limited to repairing or, at its option, replacing the products or components which, on verification at BCM SENSOR, are proved to be of production defect. The implementation of warranty is made in a period of six (6) months once the verification is observed at BCM SENSOR.

BCM SENSOR extends the warranty only upon proper use of the product in the application for which it is intended, and this warranty does not cover the products which are not correctly used (for instance, subjected to unusual physical or electrical or thermal stress or shock) or which have been modified or disassembled without BCM SENSOR written consent, or on which the original identification marks have been removed or altered without BCM SENSOR written approval.

BCM SENSOR shall not be liable for installation charges, for expenses of BUYER for repairs or replacements, or for any direct and indirect or consequential damages of any kind.

Whenever the design of the product or the system in which it is to be incorporated originates from BUYER, BCM SENSOR warranty is limited specifically to the product free of defects in material and workmanship and BCM SENSOR assumes no responsibility for any kind of implied warranties regarding its purpose or use of the product.

## **DOCUMENTATION AND TRAINING**

BCM SENSOR will provide, if requested by BUYER, subject to terms and conditions to be agreed, technical assistance and written documents including operator instructions with regard to the use of the products and advice or suggestions as to the tendering. BCM SENSOR is not contractually bound to provide any technical assistance. Training in use and operation of BCM SENSOR products may be made available at BUYER's expense. Should any technical assistance or advice be given by BCM SENSOR, BCM SENSOR shall only be liable for its own willful misconduct. Save for said recourse for willful misconduct, BUYER hereby expressly waives the right to claim against BCM SENSOR for any damage caused to the products, or damage to the property of, or injury to person caused to BUYER himself, his personnel or any third party as a result of technical assistance provided by BCM SENSOR.

## **PROPRIETARY RIGHTS**

BCM SENSOR retains for itself all proprietary rights in and to all designs, engineering details and other data pertaining to any product specified in the contract of which these Sales Terms and Conditions form a part, and to all discoveries, inventions, patent rights, etc., arising out of the work done in connection with the contract or with any and all products developed as a result thereof, including the sole right to manufacture any and all products.



BCM SENSOR shall retain title to and possession of any models, patterns, dies, molds, jigs, fixtures and other tools made for or obtained in connection with this contract, unless otherwise specifically agreed in writing by BCM SENSOR.

BCM SENSOR reserves the right to make substitutions and modifications in the specifications of products designed by BCM SENSOR providing that such substitutions or modifications will not materially affect performance in the intended application.

## **PATENT AND TRADEMARK INDEMNITY**

BCM SENSOR will defend any suit against BUYER for the infringement of Europe patents and trademarks by products purchased from BCM SENSOR under the contract of which these Sales Terms and Conditions form a part, and in any such suit will satisfy any final compensation for infringement, except BCM SENSOR assumes no obligation to defend liability for damages (consequential or otherwise) for:

- a) any patent infringements resulting from designs supplied by BUYER, or
- b) any trademark infringements involving any marking or branding applied at the request of BUYER, or
- c) any patent claims covering any other products or any contemplated equipment or any assembly, combination, method or process that may use in manufacturing, testing, or operation of any products purchased from BCM SENSOR (notwithstanding that such products purchased from BCM SENSOR may have been designed only for use in, or may be only useful in such other patented products or patented equipment, assembly, circuit, combination, method or process, or in the manufacture, testing, or operation thereof, and that such products purchased from BCM SENSOR may have been purchased and sold for such use).

The indemnity is upon the condition that BUYER gives BCM SENSOR prompt notice in writing of any such suit or threat of suit of infringement and full opportunity to conduct the defense thereof. No costs or expenses shall be incurred on behalf of BCM SENSOR without its written consent. At any time BCM SENSOR may replace or modify any products sold under the contract, to avoid patent and trademark infringement, provided such replacement or modification does not materially affect performance. BCM SENSOR liability under this indemnity shall not exceed the purchase price of the infringing products.

## **REGULATORY LAWS AND STANDARDS**

BCM SENSOR makes no promise or representation that its products will conform to any state or local laws, ordinances, regulations, codes or standards, except as specified and agreed upon for compliance in writing as part of the contract between BCM SENSOR and BUYER. BCM SENSOR prices do not include the cost of any related inspections or permits.

All sales quotations are made and all purchasing orders are accepted by BCM SENSOR in compliance with Belgian (Flemish) law. The rights and duties of all parties and the construction and effect of all provisions thereof shall be governed by and construed according to Belgian (Flemish) law. BUYER agrees that any dispute arising in connection with the validity, performance or interpretation of the contract shall be subject to the exclusive jurisdiction of the Courts of Belgium, irrespective of the domiciliation of any negotiable instruments and the terms of payment agreed to. In case of dispute BUYER submits to the jurisdiction of the Court of Justice in Antwerp, Belgium.

Should any term or provision contained in these Sales Terms and Conditions contravene or be invalid under applicable law, the contract of which these Sales Terms and Conditions form a part shall not fail by reason thereof, but shall remain valid.