

## **BMS' Terms & Conditions of Sale.**

### 1. General

This document describes "Terms & Conditions of Sale" BMS Holding N.V, Belgium represented by the branches BMS Europe B.V., the Netherlands, BMS Electronics Bvba, Belgium (hereafter called "BMS"), which are automatically agreed by the Customer upon agreeing our quotations and/or by accepting delivery of our products ordered.  
All these terms are valid unless otherwise specified in the quotation.

### 2. Intellectual Property

All information including, without limitation, technical specifications, informational text, photographs, illustrations, artwork, names and logos are the property of BMS and are protected by copyright, trademark and other intellectual property laws. Any such content may be displayed and printed solely for your personal non-commercial use. The Customer does agree not to reproduce, distribute, retransmit, publish, broadcast or circulate any such material to any third party without BMS' prior written consent.

### 3. Shipping terms

BMS will use all reasonable efforts to ship the ordered products in-time as confirmed by BMS' orderdesk in the order-confirmation.

For BMS liabilities see point 12.

Furthermore the following delivery conditions do apply :

#### A. Samples and Trial-Run batches

Samples : up to 10 pcs free fo charge for validation of our products in the Customer's application.

Trial-Run batch : > 10 pcs to be ordered according agreed price and according leadtimes as mentioned under point 8.

B. Shipment value less than 1.000,- USD

This shipment will be handled by a door-to-door service e.g. UPS/DHL/Fedex/TNT from factory in China to customers address.

All freight and handling charges should be paid by customer.

C. Shipment value between 1.001 and 5.000 USD

Extra handling and transport (factory China – customers forwarder in Hong Kong) contribution of 250,- USD will be charged.

D. Shipment value above 5.000 USD

Upon customers request sea- or air-freight :

Sea freight : according ICC's Incoterms 2000, FOB Hong Kong or DDU/DDP Customer's warehouse.

Air freight : according ICC's Incoterms 2000, FCA customers forwarder terminal in Hong Kong or DDU/DDP customer's warehouse

A contribution for air-freights of 150,- USD will be charged.

E. Minimum order quantity (MOQ)

MOQ is 20.000 pcs per item and per delivery, unless otherwise defined in our quotation. The MOQ may differ per product, in order to round-up quantities to whole carton boxes.

F. Other conditions

Air-freight : FCA forwarder terminal : all terminal-, ground-, loading-, handling- and document-charges are for the account of the Customer.

In case of forwarder chosen by Customer :

- Shipment from factory in China to only one address in Hong Kong.
- Contact person including tel/fax/email of forwarder, chosen by Customer, needs to be communicated to orderdesk of BMS, latest 10 working days before ETD Hong Kong.

#### 4. Payment terms

Payment terms are standard 30 days net after date of invoice, unless otherwise agreed in quotation.

BMS may request, depending on the customer's credit scoring report, pre-payment, a supplementary bank-guarantee or an irrevocable Letter of Credit at sight by an international bank, of which all costs are to be borne by the Customer.

In case of TT payment, all banking costs of client's bank will be borne by client.

#### 5. Warranties

As well AQL as PPM agreements can be made. A separate Quality-agreement between BMS and Customer settles all Quality issues. For BMS' liabilities see point 12.

#### 6. Return material policy

The Customer may return rejected goods (according agreed AQL or PPM level) within 8 working days after date of receipt, together with a BMS Return Material Authorisation (RMA) form.

#### 7. Acceptance

Purchase orders to BMS are not binding until accepted and confirmed by the BMS' orderdesk. Revising or discontinuing (End-of-Live) products can only happen after a prior notice in writing of minimum 12 weeks in advance to the other party.

Cancellation of confirmed orders will lead to obsolete goods (raw materials and/or finished products) for which the Customer will be held liable and which should be settled within 1 month after the written notification by BMS.

Goods are regarded as obsolete if no delivery takes place within a time frame of 6 months.

#### 8. Leadtimes

Total delivery leadtime is standard 7 weeks till docks in Hong Kong for first/unplanned order. Total delivery leadtime is standard 5 or 3 weeks till docks in Hong Kong for repeat orders (with weekly rolling forecasts for next 12 weeks) without or with logistic agreement settling a buffer-stock in our factory in China.

Transport leadtime by boat/truck (standard mode) is typical 6 weeks from Hong Kong till landed/cleared W-Europe or NAFTA. More specific detailed transport leadtime has to be checked on case-by-case basis.

#### 9. Termination

End of this agreement by either of both parties shall be announced to the other party in writing 16 weeks on forehand.

#### 10. Arbitration

Any dispute or controversy which may arise between the parties hereto, out of or in relation to or in connection with this agreement, or breach thereof, shall be settled amicably between the parties.

In case this fails, the dispute or controversy shall be settled finally by the International Chamber of Commerce, whose award shall be binding upon both parties.

#### 11. Applicable law

This agreement and any renewal and/or modification shall be governed by and construed in accordance with the laws of the Netherlands.

#### 12. Limitation of Liability

IN NO EVENT SHALL BMS BE LIABLE FOR LOST PROFITS, LOSS OF BUSINESS OR OTHER CONSEQUENTIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES, EVEN IF BMS HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER SHALL BMS BE LIABLE OR FOR ANY CLAIM BY ANY THIRD PARTY.

BMS WILL ONLY BE LIABLE FOR CLAIMS WITH A MAXIMUM VALUE OF THE VALUE OF THE GOODS DELIVERED BY BMS TO THE CUSTOMER.

BMS WILL NOT BE LIABLE FOR ANY DIRECT OR INDIRECT DAMAGES, IN CASE OF "ACT OF GOD or FORCE MAJEUR" SITUATIONS.