General Terms and Conditions of Purchase (GTP) of SIE CONNECT Ltd.

SIE CONNECT

1. Scope of Application

1.1. These terms are applicable to all orders and contracts under which SIE CONNECT acts as principal, buyer, or party ordering a work. These Terms shall also apply to all future transactions.

1.2. Terms and conditions of the Supplier will not be accepted and are not applicable. SIE CONNECT need not object to any of such terms.

1.3. In the context of every supply or service, Supplier acknowledges the exclusive application of these Terms and Conditions for the Purchase of Goods and/or Services.

1.4. Any written agreements made with the Supplier in a particular case shall prevail over these Terms and Conditions for the Purchase of Goods and/or Services.

2. Purchase Order

2.1. SIE CONNECT shall be bound by a purchase order only if the purchase order is placed in writing (by letter, email, fax) and has been accepted by the Supplier.

2.2. Any materials enclosed with SIE CONNECT's inquiries or orders, such as plans, drafts, data, samples, molds, models, printing plates, artwork, lithographs, setting jigs, patterns or specimens shall remain the property of SIE CONNECT, may be used only for SIE CONNECT's purposes and may not be made available to third parties. Those materials shall be returned to SIE CONNECT together with the invoice at the latest or at any time upon request of SIE CONNECT at the Supplier's cost and expense. Pending their return, the Supplier shall bear any risk of accidental loss of or damage to these materials.

2.3. SIE CONNECT will not pay any compensation for the preparation of quotes and offer documents (plans, technical specifications, etc.). Upon acceptance of the order, the Supplier declares that it possesses all the necessary information, data, descriptions, plans and technical specifications required for the execution of the order and to have sufficient knowledge of the local circumstances.

3. Supply/Service, Transfer of Risk

3.1. Supplier warrants that any supply, service and packaging will correspond with their specifications at the time of delivery and fulfill the standard quality policy laid down by SIE CONNECT In addition, any applicable EU regulations must be observed.

3.2. Upon request of SIE CONNECT, Supplier shall provide the necessary documentary evidence to prove the origin of the supplied goods.

3.3. All deliveries shall be accompanied by delivery notes, stating SIE CONNECT's item number, PO number and material number and, if stated on the order, the precise material description, as well as precise volumes.

3.4. The delivery/service target date shall be the date indicated by SIE CONNECT on which the ordered goods shall be delivered to the destination along with all transport, customs and accompanying documents or on which the service shall be provided.

3.5. Goods/services are deemed to be conforming if they are accompanied by all necessary documents; otherwise, SIE CONNECT may return or put into storage the ordered goods at the Supplier's cost and risk. Payment for the goods or services shall be owing only if the required documentation is provided to SIE CONNECT.

3.6. Place of delivery/performance shall be stated in the purchase order.

3.7. SIE CONNECT may refuse to accept early or delayed goods/services and return the goods for the Supplier's account and at the Supplier's risk or it may store the goods at SIE CONNECT's premises or with third parties.

3.8. If the Supplier realizes that it will not be able to provide all or any part of the goods/services in the time required, it shall immediately give notice thereof, indicating the date when it will provide the goods/services (new supply/service target date). SIE CONNECT may terminate the contract for breach or accept the new supply/service target date.

3.9. No risk to the goods shall pass until the goods have been delivered to SIE CONNECT.

3.10. Ownership of the Goods shall pass to SIE CONNECT when delivery occurs.

4. Material Provision/Manufacturing Documentation

4.1. Material provided by SIE CONNECT may only be used for SIE CONNECT and for the relevant intended purpose and will remain SIE CONNECT's property even if any such material is processed and/or treated.

5. Intellectual Property Rights.

5.1. Supplier warrants that its goods/services will not infringe upon any rights of third parties and will hold harmless and indemnify SIE CONNECT for and against any claimed infringement of such rights. It shall also reimburse SIE CONNECT for any expenses arising in connection with an infringement of these rights.

6. Compensation, Invoicing, Terms of Payment

6.1. All prices shall be stated in Euro (EUR) or US-Dollars (USD). The same shall apply to invoices. VAT, if any, shall be stated separately.

6.2. The prices are fixed prices and include all expenses arising for the complete provision of the goods/services such as transport and packaging costs.

6.3. Unless otherwise agreed, all invoices are payable within 30 days after receipt of the invoice. If SIE CONNECT pays 14 or less days after receipt of the invoice, the Supplier agrees that SIE CONNECT may deduct 3% from the invoice amount as an early payment discount.

6.4. Invoices shall be deemed properly issued if they contain the order and item number as well as the order date, and are received in two copies. All invoices shall state discounts or rebates, if any.

In case of goods supplied to the EU, each invoice shall contain the statistical nomenclature (INTRASTAT) as well as the net weight of the goods and be accompanied by a delivery note. Improperly issued invoices, including but not limited to those stating wrong addresses or containing factual or arithmetical errors, shall not be deemed due for payment until these have been corrected.

6.5. The fact that SIE CONNECT makes payment does not mean that SIE CONNECT acknowledges the Supplier's proper performance and any such payment does not affect the Supplier's warranties, guarantee or liability. Any such payment shall not be deemed to constitute acceptance of the goods.

7. Duty to Inform

7.1. Supplierundertakes to inform SIE CONNECT forthwith if production is or will be discontinued, in order to allow SIE CONNECT to take the necessary measures (last order). The same applies to changes in materials, manufacturing processes, sub-suppliers and sub- supplier parts. That information shall be e-mailed to changenotice@sie-connect.com

8. Delayed Delivery

8.1. If the Supplier is in delay, it shall be liable to SIE CONNECT for all losses caused to SIE CONNECT as a result of the delay, including but not limited to any additional costs of obtaining replacement goods or any payment which SIE CONNECT has to make to its customers for the goods arising from the delay.

9. Warranty

9.1. Contractor warrants that the goods/services correspond with their specifications (including any functional specifications) and the applicable standards (including product specific safety standards), will be free from defects in materials and workmanship, are of merchantable quality and fit for the purpose for which they are intended.

9.2. Supplier shall independently verify the quality and quantity of its goods/services. SIE CONNECT is specifically not required to inspect goods/services and to give notice of defects.

9.3. In cases of urgency, SIE CONNECT may rectify defects itself or procure the rectification of defects by third parties. All related costs will be borne by the Supplier. The same shall apply if the Supplierfails to rectify defects within a reasonable time limit.

10. Liability

10.1. Suppliershall be liable to SIE CONNECT for any loss and damage arising from a breach of the purchase order and these Terms and Conditions, including, without limitation, disadvantages from delays or defects in goods/services. This liability also covers any goods/service supplied by subcontractors and up-stream suppliers. The Supplier shall also bear all costs that may arise in connection with any recall campaign.

10.2. SIE CONNECT is entitled to assert claims arising from product liability.

11. Confidentiality / Data Privacy

11.1. Supplier shall keep confidential any information and data it receives in connection with carrying out any purchase order and shall use any such information and data only for the purpose of supplying goods/services to SIE CONNECT.

11.2. This confidentiality obligation on the Supplier shall survive for 6 months after completion of an purchase order by the Supplier or termination of the contractual relationships with SIE CONNECT.

12. Written Form

12.1. Contracts, amendments and modifications as well as declarations relevant for a contract are valid only if made in writing.

13. Governing Law, Place of Jurisdiction, Final Provisions

13.1. All contracts and the legal relationship between SIE CONNECT and the Supplier shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region, People's Republic of China, without giving effect to the UN Convention on the International Sales of Goods.

13.2. Any dispute, controversy, difference or claim arising out of or relating to these Terms and Conditions, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (HKIAC) under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted. The law of this arbitration clause shall be Hong Kong law. The seat of arbitration shall be Hong Kong. The number of arbitrators shall be one. The arbitration proceedings shall be conducted in English.

13.3. The Supplier agrees that SIE CONNECT collects and processes its data on an (automated) computer-assisted basis.

13.4. Should any term of the purchase order or of these Terms and Conditions be or become invalid or unenforceable, this shall not affect the remaining terms of the purchase order or these Terms and Conditions. Any invalid or unenforceable term shall be deemed replaced by a term reasonable parties would have agreed on to achieve the economic purpose of the invalid term.