GENERAL CONDITIONS OF PURCHASE

1. DEFINITIONS & INTERPRETATIONS:
   1.1 “Buyer” means SCHRADER ELECTRONICS LTD (a copy of which is available on request) or defined by Article 1 of this Global Quality Manual a copy of which is available through internet on their website;
   1.2 “Contract” means the concluded agreement that comes into existence upon the Seller accepting the Purchase Order;
   1.3 “Conventional Price” means the price specified in the Purchase Order;
   1.4 “General Conditions of Purchase” means this document;
   1.5 “Goods” means the goods ordered by the Buyer under the Purchase Order;
   1.6 “Purchase Orders” means Buyer’s purchase order which sets out the details of the Goods and/or Services and to which this document is attached;
   1.7 “Seller means the person from whom Buyer is purchasing the Goods and/or services;
   1.8 “Services” means the services described in the Purchase Order.

2. PURCHASE ORDER:
   2.1 Buyer will not be bound for acceptance of goods supplied or services rendered unless covered by an official Purchase Order which has been acknowledged by Seller within ten (10) working days of the date thereof.
   2.2 By acceptance of the Purchase Order, Seller agrees to comply fully with the terms and conditions thereof and with these General Conditions of Purchase. Acceptance of the Purchase Order is strictly limited to the terms and conditions of the Purchase Order and to these General Conditions of Purchase and none of Seller’s terms and conditions shall apply. Acceptance by Buyer of any Goods and/or Services under the Purchase Order shall not constitute an acceptance of Seller’s terms and conditions.
   2.3 In the event of a conflict between the terms of the Purchase Order and these General Conditions of Purchase, the terms of the Purchase Order shall prevail.

3. ALTERATIONS:
   3.1 Any alterations with regards to Buyer’s Purchase Order, included but not limited to quantity, quality, description or specifications of the Goods and/or Services to be delivered or any alterations in the timing of the transaction must be mutually agreed between Buyer and Seller and shall be confirmed by Buyer in writing prior to delivery.
   3.2 Buyer reserves the right to make changes in design and specification for any Goods and/or Services. The difference in price or time for performance resulting from such changes as reasonably determined by Buyer will be equally adjusted and the Purchase Order will be amended accordingly.

4. QUALITY & CONFORMANCE/COMPLIANCE WITH LAWS:
   4.1 Any alterations to Seller’s specifications to Buyer’s description or mutually agreed upon specifications or if applicable, previously submitted Buyer-approved supplies and/or samples. In either case, Goods and Services shall be subject to Buyer’s approval within a reasonable time after delivery, not to exceed sixty (60) days.
   4.2 Goods supplied or Services rendered shall conform to quantity, quality and description in accordance with the provisions of the Purchase Order and possess all the properties necessary for normal usage of the Goods or Services as can normally be expected by the Buyer.
   4.3 Goods supplied shall be delivered to conform to the requirements of TS16949 and ISO9001 and the Global Supplier Quality Manual a copy of which is available through internet on their website.
   4.4 In performing the Contract, Seller shall comply with all applicable laws and regulations including but not limited to those pertaining to the supply, packaging, labelling and carriage of hazardous goods, health and safety, product environmental protection, the sale and use of material, production, pricing of goods, the import and export of goods and taxation.
   4.5 Seller shall not use, in the manufacture of or in the Goods, substances defined in Buyer’s Environmental Requirements Manual a copy of which is available through internet on their website or defined by Article 1 of this Global Quality Manual a copy of which is available through internet on their website.
   4.6 Seller shall not use, in the manufacture of or in the Goods, substances defined in Buyer’s Environmental Requirements Manual a copy of which is available through internet on their website or defined by Article 1 of this Global Quality Manual a copy of which is available through internet on their website.
   4.7 Buyer has the right to enter Seller’s premises at all reasonable times for the purpose of inspecting Seller’s tooling, quality systems, quality systems documentation and any tooling transferred to Buyer from its inception. Buyer shall have the exclusive worldwide right to use, edit, translate, publish, transfer or sell the work product prepared by Seller in any manner which Buyer deems fit.

5. INSPECTION AND WARRANTY:
   5.1 Unless otherwise specified, acceptance of Goods and/or Services received against the Purchase Order will take place at the “ship to” facility mentioned in the Purchase Order. Seller warrants that all Goods or Services supplied under the Purchase Order conform to the mutually agreed specification, drawings, samples or other descriptions furnished by Buyer.
   5.2 Seller shall comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.
   5.3 Goods rejected shall be held at Seller’s risk and are retunable at Seller’s expense for credit at the full price and shall not count as having been accepted by Buyer unless Buyer agrees to make the Goods fit for their intended purpose in which case the Seller shall be debited with the costs thereof.
   5.4 If required Seller will make process control data, inspection and test reports covering the Goods and their parts either prior to review and subject to examination by Buyer or its authorised representative to verify conformance to such applicable specifications and drawings. However, a certificate of conformance must accompany individual shipments when so specified on applicable drawings, or on the Purchase Order.
   5.5 Inspection may be performed by Buyer on a statistical sampling basis. The entire delivery may be rejected based on defects revealed by such sampling. All Buyer’s option, the rejected Goods will be either returned to the Seller for replacement or credit or 100% screened by Buyer with the cost of screening paid by Seller.
   5.6 The initial inspection performed by Buyer upon receipt of Goods is a conditional acceptance, and shall not waive the right of Buyer to return to Seller Goods which exhibit or develop defects due to latent causes during manufacture or testing of the end product.
   5.7 For the purpose of auditing Seller’s Quality Management System and/or processes Buyer has the right to access to all locations where the Goods are manufactured or Services are performed.
   5.8 Unless a longer period is set forth in the Purchase of the Purchase Order, Seller’s warranty shall be effective for a period of two (2) years from the date of delivery to Buyer.
   5.9 Seller shall inform Buyer of any risk involved in the usage of the Goods. Seller must also inform Buyer of such risk even if the warranty period has expired, or if the risk is not covered by warranty.
   5.10 The foregoing remedies are in addition to, and not in lieu of any remedies available to Buyer.

6. PACKING AND TRANSPORTATION:
   6.1 Unless otherwise specified in the Purchase Order, terms of delivery are DAP (Incoterms in its last version) to the “ship to” facility referenced in the Purchase Order.
   6.2 Seller shall ensure that the Goods are properly packaged and secured in such manner as to enable them to reach their destination in good condition. No separate payment will be made for any packaging materials, except otherwise stated in the Purchase Order or subsequently agreed in writing by Buyer.
   6.3 Each delivery of the Goods and/or Services shall be accompanied by a delivery note which shows the name of the Purchaser of the Purchase Order number and quantity of Goods and/or Services, special storage instructions (if any) and, if the Goods are being delivered by instants, and the outstanding balance remaining to be delivered.
   6.4 If Seller requests the Buyer to return any packaging material of the Goods to the Seller, that fact should be clearly stated on the delivery note. Any such packaging material shall only be returned to the Seller at the cost and risk of Seller.

7. TRANSFER OF TITLE / PROPRIETARY INFORMATION / TOOLS:
   7.1 Except in the case where Goods are collected by Buyer, the title and risk to the Goods shall pass to Buyer when Buyer accepts the Purchase Order by delivery.
   7.2 All information which Buyer makes available to Seller for the purpose of performing the Contract is confidential. Seller agrees to keep such information to any third party and/or use it for information purposes for other than submitting a bid or performing a Contract unless otherwise agreed in writing by Buyer. Further, Seller shall ensure that its officers, employees and agents (including those officers, employees and agents who may terminate their relationship with Seller) shall abide by the same obligation as if their names were inserted in the place of “Seller”.
   7.3 If it becomes necessary for the Seller to disclose confidential information to the Buyer or if it becomes necessary for the Buyer to disclose confidential information other than that outlined in Section 7.2, the obligations related to such information shall be set forth in a separate non-disclosure agreement to be executed by the parties prior to the disclosure of such confidential information.
   7.4 Drawings, samples, formulae and tools which Buyer makes available to Seller for submission of a bid or performance of a Contract, remain Buyer’s property and may not be copied or used for purposes other than the Contract. They must be returned to Buyer upon request after refusal of bid or performance of the Contract.
   7.5 In the event that Buyer’s tooling is in Seller’s custody or control, Seller bears the risk of loss, theft and damage. Seller agrees to keep Buyer’s tooling free from all liens and encumbrances and insure the Buyer’s tooling against all risks of fire, theft or any other loss. Seller may substitute Buyer’s tooling with his own tooling or other tooling for which Buyer will be reimbursed at the cost of such tooling. Buyer will have the right to enter Seller’s premises at all reasonable times to inspect and verify ownership and condition of the tooling at all times until the right is transferred to Buyer from its inception. Buyer shall have the exclusive worldwide right to use, edit, translate, publish, transfer or sell the work product prepared by Seller in any manner which Buyer deems fit.

8. INDEMNITY OBLIGATIONS:
   8.1 Buyer agrees to indemnify and save harmless Buyer from all liabilities, costs, expenses, damages and losses, including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses arising from the ordinary purchase, sale or use of Goods or Services as a result of or in connection with the Goods or the Services, to the extent that such claim arises out of the breach, negligence or failure or delay in performance of the Contract by the Seller, its employees or subcontractors; and
   8.2 Buyer shall not sell, transfer or otherwise dispose of Buyer’s tooling without the prior written consent of Buyer. Buyer has the right to enter Seller’s premises at all reasonable times to inspect and verify ownership and condition of the tooling at all times until the right is transferred to Buyer from its inception. Buyer shall have the exclusive worldwide right to use, edit, translate, publish, transfer or sell the work product prepared by Seller in any manner which Buyer deems fit.

9. DELIVERIES:
   9.1 Seller will promptly inform Buyer in writing on delay or anticipated delay of delivery, stating reasons, circumstances causing the delay and a recovery plan.
   9.2 Unless otherwise agreed to in writing by Buyer and Seller, Seller will deliver the Goods and/or Services on the dates and time specified on the Purchase Order to the “ship to” facility mentioned on the Purchase Order. Time is of the essence for Seller’s performance of all its obligations under any Contract. Failure to meet the delivery dates specified in the Purchase Order will result in the automatic termination of the Contract and any remaining obligation of the Seller.
   9.3 Seller agrees to pay Buyer any penalties or damages imposed or incurred by Buyer caused by failure of Seller to deliver Goods and/or render Services on such delivery dates.
   9.4 Partial deliveries shall only be made with a prior written agreement of Buyer.

10. CONTRACTUAL PRICE AND PAYMENT:
    10.1 Contractual prices stated in the Purchase Order shall be binding for Buyer and Seller.
    10.2 Payment terms shall be 60 calendar days from date of invoice, unless otherwise stated on the Purchase Order or agreed to in writing between Buyer and Seller.
    10.3 If Buyer submits invoice, it shall, at a minimum, be accompanied by the following Seller’s Purchase Order number, Buyer’s product code, quantity delivered, invoice number, date of invoice, invoice address, Seller’s bank details and Seller’s VAT number, for European-based Sellers only.

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10.4 Buyer may set off against any sums due to the Seller whether under this Contract or otherwise any lawful set-off or counterclaim to which Buyer and/or its affiliated companies may at any time be entitled.

11. NON-PERFORMANCE:
In case of non-performance by Seller of any of its obligations other than by reason of force majeure, Buyer may terminate, by notice in writing to Seller, in whole or in part, the Contract between Buyer and Seller based upon the Purchase Order at any time and without intervention of any judicial authority, without prejudice to Buyer's right to demand specific performance of the Contract and/or claim damages from Seller.

12. FORCE MAJEURE:
12.1 In case of non-performance due to Force majeure, Buyer may, by written notice to Seller, dissolve in whole or in part the agreement between Buyer and Seller based upon any Purchase Order at any time and without intervention of any judicial authority.
12.2 The Seller shall use all reasonable endeavours to mitigate the effect of a Force majeure event on the performance of its obligations.

13. TERMINATION:
13.1 If Seller ceases to conduct its operations in the normal course of business or if any proceedings under the bankruptcy or insolvency laws are brought by or against Seller, Buyer may without intervention of any judicial authority terminate any Contract between Buyer and Seller based upon the Goods delivered or Services rendered previously in accordance with the Purchase Order. Such notice shall indicate the extent and effective date of such termination.
13.2 Buyer may without intervention of any judicial authority immediately dissolve the Contract in the event Seller offers a gift or makes a promise in whatever form to Buyer or one of his subordinates.

14. PROVISION OF SPARE PARTS:
Seller agrees to provide spare parts for the Goods for a period of at least ten (10) years after the last delivery of the Goods.

15. TRADENAMES AND TRADEMARKS:
Any reference to the name of Buyer or any of Buyer’s trade names or trademarks shall not be made unless Buyer has granted prior written approval.

16. APPLICABLE LAW:
16.1 The Purchase Order shall be governed by the laws of Northern Ireland.
16.2 The Uniform Act in respect of the conclusion of International Purchase agreement of moveables (CISG) and the Uniform Act in respect of the International Purchase of moveables (L.U.V.I.) are expressly excluded.
16.3 In order to facilitate the exchange of information in accordance with this agreement and in conformity with the laws and regulations of the United States and the European Union relating to the exportation of technical data, Seller and buyer agree to comply fully with all relevant laws and regulations of the United States and the European Union.

17. JURISDICTION:
The competent Courts of Northern Ireland shall have exclusive jurisdiction to hear all disputes arising in connection with the terms and conditions of the Purchase Order and in connection with these General Conditions of Purchase.

18. EXPORT CONTROL COMPLIANCE:
Both Seller and Buyer agree to obtain any necessary export license or other documentation prior to the exportation or re-exportation of any product, technical data, software or software source code covered under the Contract or any direct product of such technical data, software or software source. Accordingly, neither Seller nor Buyer shall sell, export, re-export, transfer, divert or otherwise dispose of any such product, technical data, software or software source code directly or indirectly to any person, firm, entity, country or countries prohibited by U.S. or applicable non-U.S. laws. The responsible party shall secure, at its own expense, such licenses and export and import documents as are necessary for each respective party to fulfill its obligations under this Contract.

19. COMPLIANCE WITH ANTI-CORRUPTION LAWS:
Seller represents, warrants and undertakes to comply with any anticorruption law or similar legislation, codes, rules, policies and regulation applicable to the Buyer and/or to the performance of Seller’s obligations to provide Goods and/or Services in relation to any Purchase Order (“Anti-Corruption Laws”) and not take any action or permit, authorize or tolerate any action in violation of the Anti-Corruption Laws.

20. COMPLIANCE WITH DATA PROTECTION LAWS:
From time to time Buyer may transfer data acquired from Seller for the purpose of carrying out the performance of this Contract with any member of its group (which means subsidiaries, ultimate holding company and its subsidiaries worldwide). The data collected may be transferred to, and stored at, a destination outside the European Economic Area (“EEA”). It may also be processed by staff operating outside the EEA who work for Buyer. By Seller submitting data, Seller agrees to this transfer, storing or processing. Buyer will take reasonable steps necessary to ensure that Seller’s data is treated securely and in accordance with the practices contained in Regulation (EU) 2016/679.

21. CORPORATE SOCIAL RESPONSIBILITY:
Seller shall acknowledge and adhere to Buyer’s Supplier Code of Conduct, and all referenced policies and procedures as presented on Buyer’s Website at and as appropriate, in Buyer’s Global Supplier Quality Manual (OIMS-1004255). The provisions of the Supplier Code of Conduct are in addition to, and not in lieu of, the provisions of any legal agreement or contract between a Supplier and Buyer or any of its affiliates. We expect Suppliers to hold their supply chain, including subcontractors and third party labor agencies, to the same standards contained in the Supplier Code of Conduct. The Supplier Code of Conduct does not create any third-party beneficiary rights or benefits for Suppliers, subcontractors, their respective employees or any other party. Buyer’s Suppliers are advised that they may be subject to survey and audit by third parties on behalf of Buyer to verify compliance with the following provisions. Non-compliance or misrepresentation of compliance by a Supplier may result in sanctions, including, but not limited to, termination of their agreements with Buyer for default.