

1. General and scope

1.1 For the business relationship between the client and FLEX the following general terms and conditions apply, provided that is charged by the customer not immediately upon receipt of these general conditions written objection. Go ahead of any different conditions of the client, except FLEX this would explicitly accept in writing. They apply in all matters which are not mutually agreed upon otherwise in writing.

1.2 Unless a contrary agreement, these conditions for the entire current and future business are also applicable in an individual order within the framework of an existing business relationship to these conditions no longer is expressly made.

1.3 All agreements and legally relevant declarations of Parties are only valid if made in writing.

2. Definition of Terms

2.1 It is the following types of customer relationships (Hereinafter "contracts") are distinguished:

- Development contracts
- Production Orders

The customer is referred to in all cases as a "client".

2.2 As part of the construction contracts distinguishes between the following types of orders:

- Setting orders with demand and quantity contracts
- Individual orders

3. Offer

3.1 The offers are subject to confirmation by FLEX. Prices and dates are binding only after written confirmation by FLEX. FLEX reserves the ownership and rights of copyright owners to all documents that are transferred to the client. These documents may not be wholly or partially used for their own purposes, which do not comply with the order placed in context or made accessible to third parties makes.

3.2 The report drawn up by FLEX price calculations are based on the documents provided by the client.

3.3 The principal FLEX make care- already in the quotation phase on the legal, administrative and other regulations that must be observed during the execution of the order.

4. Conclusion

4.1 Orders are accepted either verbally or written.

4.2 The contract is concluded when FLEX has confirmed in writing after receipt of the order of its adoption. Verbal agreements only valid if they are confirmed in writing.

4.3 FLEX is entitled to exceed or fall below the specified in the contract delivery volumes by up to 10%.

5. Blanket orders with demand in particular

5.1 Should the client for frames with polling and contracts (also called. Successive delivery contracts) to retrieve the total of the agreed amount, FLEX is entitled to charge the customer for calling a time limit of 30 days should be set and then the goods to dial FLEX and on the client's expense, either to further store at to extradite to the client or to deposit. In all cases, the extension of the purchase price for the agreed amount due for payment with the process.

6. Development contracts in particular

6.1 Where, in the course of the performance of a development contract out that defined by the client the available resources cannot be implemented, FLEX is entitled to withdraw from corresponding display to the customer from the contract.

6.2 This case is the client obliged FLEX to compensate the incurred up to the time the contract cancellation expense and to replace the expenses.

7. Changes

7.1 If documents, production documents and asked the like by the customer are available, the client FLEX must notify any change in time. For additional costs incurred by the contracting entity due to changes, it is against FLEX without compensation charge.

8. Prices

8.1 Unless otherwise agreed, are all Prices net (excl. VAT) ex works without packaging.

8.2 All additional costs such as for freight, insurance, export, transit, import and other permits, shall be borne by the client. Similarly, the client has to bear all types of taxes, levies, fees, duties and the like which are levied in connection with the subject matter, and he has to reimburse such expenses against corresponding proof if FLEX is liable for them.

8.3 Reasonable price adjustments occur when:

- Deliveries are delayed for reasons for which the Contractor has encoder to represent;
- The scope of the agreed deliveries or services subject to changes;
- Learn the material or design changes, it is the client's request or because by the Client documentation was incorrect or incomplete;
- In the case of blanket purchase orders and contracts, the cost of production of future lots have increased the material due to price changes.

8.4 Receivables FLEX may not be repaid by the offsetting of counterclaims.

9. payment

9.1 Invoices must be paid within 30 days without deduction. If the customer with the payment of an invoice in arrears or FLEX has to worry about the basis of objective circumstances seriously, not to get paid by the client in full or on time, FLEX is entitled to only stage by stage against the payment of goods or services other supplies.

10. Delivery time

10.1 The delivery deadline is met if FLEX has provided the goods for shipment until their expiration.

10.2 Compliance with the delivery period requires the fulfillment of contractual obligations by the client. If the customer is in turn connected to the fulfillment of contractual obligations or obligations in default, be that to be observed by FLEX delivery period is extended accordingly.

10.3 A penalty for late delivery requires a special written agreement and is considered a cancellation charge. Such is only payable in any case, if the delay is due to a fault proved to have been FLEX's.

11. Packaging

11.1 The packaging is not taken back by FLEX separately invoiced Placed and generally.

12. The benefit and risk

12.1 Benefit and risk commonly agreed Incoterms.

13. Shipping, transport and insurance

13.1 Special requirements regarding forwarding, transport and insurance shall be notified in due time to FLEX. The insurance of the cargo is up to the client.

13.2 Objections regarding the transport shall be submitted immediately to the last carrier on receipt of goods.

14. Inspection and acceptance of deliveries and services

14.1 The principal must, directly following receipt, inspect the supplies and services and to notify FLEX of possible lack by email to hag.fehlermeldestelle@flextronics.com. If he does not, the supplies and services shall be deemed approved.

14.2 In the event the goods and services in testing than not by

agreement, the client has FLEX immediately granted the opportunity to remedy the defects.

14.3 The performance of an acceptance test as well as laying down the conditions related thereto need a special agreement.

14.4 Acceptance shall also be deemed completed when:

- An agreed acceptance test for reasons that FLEX is not responsible, on the scheduled date cannot be carried out;
- The customer refuses the acceptance without being entitled to do;
- The customer uses the supplies or services FLEX.

15. Warranty

15.1 FLEX offers on the products delivered and benefits gen a warranty of 12 months (starting from the dispatch of the goods).

15.2 Subject to the timely complaint, the guarantee includes any duty FLEX, defective parts improve as soon as possible after election FLEX either comply or replace. For the purpose of assertion of warranty, the defective parts of the production are sent to FLEX site in Häßlingen.

15.3 If timely men reprimanded gel within the warranty period, and does not come to FLEX their subsequent improvement or Austauschpflicht, the customer is entitled with respect to the defective parts for a price reduction (corresponding to make the reduction in value of the goods) submits (reduction) or in the case of serious shortcomings which make the acceptance of the defective parts unreasonable to return the defective products and the purchase prices paid reclaim (rescission).

15.4 Express warranties are only those who order confirmation in the up or have been expressly stated in the specifications as such.

15.5 The warranty expires prematurely if the contracting entities or third parties carry out without the written consent of FLEX changes or repairs to the delivered parts.

15.6 The warranty does not cover damage and resulting from normal wear, improper maintenance, disregard of operating instructions, improper operation, excessive strain, unsuitable equipment, chemical, physical or other external influences, unexecuted FLEX building or erection work are incurred as a result of other reasons, FLEX is not responsible.

16. Exclusion of further liability FLEX

16.1 All cases of breach of contract and their legal consequences well as of the legal ground they are all claims of the customer are indifferent, exhaustively covered by these terms and conditions. In particular, all of which are not expressly mentioned claims excluded.

16.2 In no case shall the benefit of the client claims to compensation for damages not caused to the delivery itself as particularly consequential damages, loss of production, loss of use of applications, loss of profit and claims to compensation for other direct or indirect damages.

16.3 FLEX is excluded of any liability related to project work, development projects or other services that they must provide for the client or fulfill.

16.4 The above exclusions do not apply to unlawful intent or gross negligence of FLEX.

17 Projects and preliminary studies

17.1 Projects and preliminary studies, including the production of samples and prototypes, which works out FLEX for the customer remain the property of FLEX and allowed by the client without the written consent of FLEX not sold to third parties or made available to third parties.

18. Ineffectiveness of clauses

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the regulations and other agreements, moreover 18.1 If individual provisions are or become invalid, so remain in effect. In place of the invalid provision a provision shall be replaced, which comes the economic intention.

19. Applicable Law and Jurisdiction

19.1 In all disputes the parties, Swiss law, excluding the conflict of laws and the Vienna Sales Convention (CISG). Exclusive jurisdiction is Häßlingen / AG (seat FLEX).