



STANDARD | TERMS & CONDITIONS

1. SCOPE

The Terms and Conditions ("Terms") contained herein shall apply to all quotations and offers made by and purchase orders accepted by KYOCERA AVX Components Limited ("**KYOCERA AVX**") located in the UK or any of its subsidiaries. These Terms apply to all sales made by KYOCERA AVX located in the UK or any of its subsidiaries except to the extent the Terms conflict with a Sales Agreement signed by KYOCERA AVX and Buyer. These Terms apply in lieu of any course of dealing between the parties or usage of trade in the industry. These Terms may in some instances conflict with some of the terms and conditions affixed to the purchase order or other procurement document issued by the Buyer. In such case, the Terms contained herein shall govern, and acceptance of Buyer's order is conditioned upon Buyer's acceptance of the terms and conditions herein, irrespective of whether the Buyer accepts these conditions by a written acknowledgement, by implication, or acceptance and payment of products ordered hereunder. KYOCERA AVX's failure to object to provisions contained in any communication from Buyer shall not be deemed a waiver of the provisions herein. Any changes in the Terms contained herein must specifically be agreed to in writing signed by an officer of KYOCERA AVX before becoming binding on either party.

2. PRICE, TAXES AND QUOTATIONS

Prices are subject to change on thirty days notice to Buyer. Any order that can be cancelled and rescheduled pursuant to paragraph 6(a) is subject to a price change immediately. All prices are exclusive of any present or future sales, revenue or excise tax, value added tax, turnover tax, import duty (including brokerage fees) or other tax applicable to the manufacture or sale of any product. Such taxes, when applicable, shall be paid by Buyer unless Buyer provides a proper tax exemption certificate. Unless otherwise agreed to in writing by the parties, prices quoted by KYOCERA AVX are those current at the date of quotation and shall be subject to verification by KYOCERA AVX. In addition to the price quoted, Buyer agrees to pay to KYOCERA AVX any additional cost arising from any UK, EU, national or local legislation imposed as a processing or any other tax on the raw material or manufactured product. Stenographic and clerical errors are subject to correction.



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3. DELIVERY

Unless otherwise agreed in writing, sales are FCA KYOCERA AVX's factory (Incoterms 2020). KYOCERA AVX may deliver products in one or more consignment and invoice each consignment separately. KYOCERA AVX reserves the right to ship product that is not subject to cancellation in advance of the agreed shipping date. Unless otherwise agreed in writing, delivery time is not of the essence. Except as specified in 6(b), KYOCERA AVX does not accept liability for any loss arising from delay in delivery of products. Delivery dates indicated on quotations and acknowledgements represent the best estimates of KYOCERA AVX but are not guaranteed.

4. PAYMENT TERMS

Unless otherwise agreed in writing, Payment terms shall be thirty (30) days from the date of invoice. Buyer agrees to pay interest on any unpaid balance at a rate of five percentage points above the 3 months EURIBOR on the day the balance becomes due. Unless otherwise agreed in writing, all payments are to be in EURO. For contracts outside the United States and Canada, KYOCERA AVX may require payment to be secured by an irrevocable letter of credit or a bank guarantee acceptable to KYOCERA AVX. Where payment is made by letter of credit, all costs of collection shall be for Buyer's account. In the event that KYOCERA AVX is required to bring legal action to collect delinquent accounts, Buyer agrees to pay reasonable attorneys fees and costs of suit.

5. NON-CONFORMING DELIVERY AND RISK OF LOSS

Buyer shall notify KYOCERA AVX of any visible defects, quantity shortages or incorrect product shipments within seven (7) days of receipt of the shipment. Failure to notify KYOCERA AVX in writing of any visible defects in the products or of quantity shortages or incorrect shipments within such period shall be deemed an unqualified waiver of any rights to return products on the basis of visible defects, shortages or incorrect shipments, subject to Buyer's rights under Section 7. KYOCERA AVX shall retain a security interest in the products (reservation of title) until Buyer's final payment to KYOCERA AVX for the products. Unless agreed otherwise, risk of loss and title shall pass to Buyer as soon as the products have been placed with a transport agent. Other than as set forth herein, Buyer shall have no right to return for credit except with the written permission of KYOCERA AVX.



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6. ORDER CANCELLATION

(a) Buyers Cancellation for Convenience: Buyer may cancel any order for convenience on the following terms: **(i)** For standard products, Buyer may cancel or reschedule a product without penalty if the cancellation is more than ninety days from the Confirmed Shipping Date (as specified in KYOCERA AVX's Order Acknowledgement or other document); cancellations within ninety days of a Confirmed Shipping Date must be approved in writing by a KYOCERA AVX sales manager and may be subject to special charges. **(ii)** For nonstandard parts, customized products, or standard parts with minimum usage Buyer may cancel or reschedule more than ninety (90) days from the Confirmed Shipping Date, except that Buyer shall accept delivery of all such products which are completed at the time of cancellation or rescheduling. Those nonstandard products which are in the work-in-process inventory at the time of cancellation or rescheduling, shall be paid for by Buyer at a price equal to the completed percentage of the product multiplied by the price of the finished product. Buyer also shall pay promptly to KYOCERA AVX the costs of settling and paying claims arising out of the termination of work under KYOCERA AVX's subcontracts or vendors and any accounting, legal, and clerical costs arising out of the cancellation.

(b) KYOCERA AVX's Cancellation: KYOCERA AVX shall have the right to cancel any unfilled order without notice to Buyer in the event that Buyer becomes insolvent, adjudicated bankrupt, petitions for or consents to any relief under any bankruptcy reorganization statute, or becomes unable to meet its financial obligations in the normal course of business. Any order that can be cancelled or rescheduled by Buyer pursuant to paragraph 6(a) may be cancelled or rescheduled by KYOCERA AVX if notice is given to Buyer.

7. LIMITED WARRANTY

(a) Except as specified below, products sold hereunder shall be free from defects in materials and workmanship and shall conform to KYOCERA AVX's published specifications or other specifications accepted in writing by KYOCERA AVX for a period of one (1) year from the date of shipment of the products. The foregoing warranty does not apply to any products which have been subject to misuse, neglect, accident or modification or which have been soldered or altered such that they are not capable of being tested under normal test conditions. KYOCERA AVX shall make in good faith the final determination as to whether its products are defective. KYOCERA



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AVX's sole obligation for products failing to comply with this warranty shall be, at its option, to either repair, replace or issue credit for the nonconforming product where, latest within fourteen (14) days of the expiration of the warranty period, (i) KYOCERA AVX has received written notice of any nonconformity; (ii) after KYOCERA AVX's written authorization, Buyer has returned the nonconforming product to KYOCERA AVX; and (iii) KYOCERA AVX has determined that the product is nonconforming and that such nonconformity is not the result of improper installation, repair or other misuse. THE FOREGOING WARRANTY AND REMEDIES ARE EXCLUSIVE AND MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED, IMPLIED OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. KYOCERA AVX DOES NOT ASSUME OR AUTHORIZE ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH ITS PRODUCTS. Buyer shall pass this warranty to any third-party purchaser of KYOCERA AVX products.

(b) In the event KYOCERA AVX manufactures products according to Buyer's designs or specifications, Buyer will defend, protect and indemnify KYOCERA AVX against all actions or suits from all damages claims and demands for actual or alleged infringements of any patent or other intellectual property right by reason of the manufacture, sale, or use of such products.

8. LIMITED LIABILITY

Neither KYOCERA AVX nor Buyer shall be liable for incidental or consequential damages, including but not limited to, the cost of labor, re-qualifications, rework charges, delay, lost profits, or loss of goodwill arising out of the sale, installation or use of any KYOCERA AVX product. If KYOCERA AVX has any liability for breach of contract, breach of any implied condition, warranty or representation, the aggregate liability of KYOCERA AVX to Buyer shall be limited in respect of any occurrence or series of occurrences to the contractual value of the products or services that are the subject of the contract. Any liability of KYOCERA AVX under the contract with Buyer is subject to KYOCERA AVX having been at fault when causing the damage.

9. PATENTS

(a) **Indemnification:** Subject to the limitations herein, KYOCERA AVX will defend any suit or proceeding brought against Buyer if it is based on a claim that any product furnished hereunder constitutes an infringement of any U.S., Canadian, Japanese, EU or EFTA member country



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intellectual property rights. KYOCERA AVX must be notified promptly in writing and given full and complete authority, information and assistance (at KYOCERA AVX's expense) for defense of the suit. KYOCERA AVX will pay damages and costs therein awarded against Buyer but shall not be responsible for any compromise made without its consent. In no event shall KYOCERA AVX's liability for such damages and costs (including legal costs) exceed the contractual value of the products or services that are the subject of the lawsuit. In providing such defense, or in the event that such product is held to constitute infringement and the use of the product is enjoined, KYOCERA AVX, in its discretion, shall procure the right to continue using such product, or modify it so that it becomes non-infringing, or remove it and grant Buyer a credit for the depreciated value thereof. KYOCERA AVX's indemnity does not extend to claims of infringement arising from KYOCERA AVX's compliance with Buyer's design, specifications and/or instructions, or use of any product in combination with other products or in connection with a manufacturing or other process. The foregoing remedy is exclusive and constitutes KYOCERA AVX's sole obligation for any claim of intellectual property infringement and KYOCERA AVX makes no warranty that products sold hereunder will not infringe any intellectual property rights.

(b) KYOCERA AVX Retains its Intellectual Property: The sale of any products hereunder does not convey any license by implication, estoppel or otherwise covering combinations of the products with other equipment data or programs. The company retains the copyright in all documents, catalogs and plans supplied to Buyer pursuant to or ancillary to the contract. Unless otherwise agreed in writing, Buyer shall obtain no interest in any mask or other tooling used in the production of any KYOCERA AVX product.

10. LIFE SUPPORT

KYOCERA AVX's products are not authorized for use as critical components in life support devices or systems without the express written approval of an officer of KYOCERA AVX and execution of the KYOCERA AVX Hold Harmless Agreement. As used herein: (a) Life support devices or systems are devices which (i) are intended for surgical implant into the body, or (ii) directly support or sustain life and whose failure to perform when properly used can be reasonably expected to result in significant injury to the user; (b) a critical component is any component in a life support device or system whose failure to perform can be reasonably expected to cause the failure of the life support device or system or to affect its safety or effectiveness.



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11. CONFIDENTIAL INFORMATION

Except as required by law, neither party shall use (except for purposes connected with the performance of its obligations hereunder), divulge or communicate to any third party any information of the other it reasonably knows to be confidential.

12. FORCE MAJEURE

KYOCERA AVX shall not be liable for any damage or penalty for delay in delivery or for failure to give notice of delay when such delay is due to the elements, acts of god, acts of the Buyer, act of civil or military authority, war, riots, concerted labor action, shortages of materials, IT malware, cyber attacks, epidemic, pandemic or similar event, or any other causes beyond the reasonable control of KYOCERA AVX. The anticipated delivery date shall be deemed extended for a period of time equal to the time lost due to any delay excusable under this provision.

13. EXPORT REGULATIONS

Buyer agrees to comply fully with all laws and regulations concerning the purchase and sale of products, including, but not limited to export control regulations and sanctions applicable in United Kingdom, European Union, or in the United States. In particular, Buyer agrees to comply with the following

- (1) Buyer shall not sell, supply, transfer, export or re-export, directly or indirectly,
 - a) to the Russian Federation or for use in the Russian Federation any goods supplied under or in connection with this Agreement that fall under the scope of Article 12g of Council Regulation (EU) 833/2014 and/ or Articles 22 *et seq.* of the United Kingdom's Russia Sanctions Regulations 2019 (Regulation 2019 No. 855);
 - b) to the Republic of Belarus or for use in the Republic of Belarus any goods supplied under or in connection with this Agreement that fall under the scope of Article 8g of Council Regulation (EC) 765/2006 and/ or Articles 21 *et seq.* of the United Kingdom's Republic of Belarus Sanctions Regulations 2019 (Regulation 2019 No. 600).



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(2) Buyer shall undertake its best efforts to ensure that the purpose of paragraph (1) is not frustrated by any third parties further down the commercial chain, including by possible resellers.

(3) The Buyer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of paragraph (1).

(4) Buyer shall immediately inform KYOCERA AVX or its relevant subsidiary with a copy to compliance@kyocera-avx.com about any problems in applying paragraphs (1), (2) or (3), including any relevant activities by third parties that could frustrate the purpose of paragraph (1). It will make available to KYOCERA AVX and its relevant subsidiary information concerning compliance with the obligations under paragraph (1), (2) and (3) within two weeks of the request of such information.

(5) Any violation of paragraphs (1), (2) or (3) shall constitute a material breach of an essential element of this Agreement, and KYOCERA AVX shall be entitled to seek appropriate remedies, including, but not limited to termination and compensation for damages.

The products are licensed for delivery to the ultimate destination as shown on the shipment/invoice address only and any contrary diversion is prohibited.

14. ASSIGNMENT AND SUBCONTRACTING

KYOCERA AVX shall be entitled at all times to assign its rights under the contract (in whole or in part) or to subcontract any part of the work or services to be provided under the contract as it deems necessary or desirable.

15. NOTICES

Any notice hereunder shall be deemed to have been given if sent by registered mail or courier to the party concerned at its last known address. Notice to KYOCERA AVX shall be to the regional sales office in the territory and to KYOCERA AVX Components Corporation, 1 AVX Boulevard,



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Fountain Inn, SC 29644, Attn: General Counsel. Failure to provide notice to KYOCERA AVX Corporation shall render any purported notice void and ineffective.

16. WAIVER

Failure by KYOCERA AVX to exercise or enforce any rights hereunder shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof at any time or times thereafter.

17. OWNERSHIP OF PRODUCTION EQUIPMENT

Any special tools, dies or fixtures which are necessary for completion of orders shall become and remain KYOCERA AVX's property regardless of whether Buyer paid for them.

18. APPLICABLE LAW

Unless otherwise agreed in writing, the terms and conditions contained herein and the contract with Buyer shall be governed by and construed (i) if Buyer has its seat outside the United Kingdom under the general principles and rules of law as compiled and developed by the International Institute for the Unification of Private Law (UNIDROIT), i.e. the UNIDROIT Principles of International Commercial Contracts, which are essentially based on the general principle of good faith and fair dealing and which shall be applicable as background law for those issues which are not regulated otherwise in the contract or these Standard Terms; (ii) if Buyer has its seat in the United Kingdom, under the laws of England and Wales (subject, however, to the agreement that the principle of good faith and fair dealing shall apply to the interpretation and execution of the contract).

19. DISPUTE RESOLUTION

Unless otherwise agreed, all disputes arising out of or in connection with the contractual relationship governed by these Standard Terms, including disputes as to the contract formation and/or validity, shall be settled exclusively by arbitration. If Buyer has its seat outside the United Kingdom, such arbitration shall be conducted in accordance with the Arbitration Rules of the German Institution of Arbitration (DIS). Up to a claim value of EUR 500,000, the arbitral institution shall appoint a sole arbitrator, unless the Parties mutually agree on a sole arbitrator. If the value



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of the claim exceeds EUR 500,000 during the arbitration (as determined by the final decision of the sole arbitrator), the sole arbitrator shall become the chairman. In this case, the arbitral institution shall give each Party the opportunity to appoint a co-arbitrator within a short period of time; otherwise, it shall appoint the co-arbitrator for the Party that fails to appoint the arbitrator in time. The seat of the arbitral tribunal shall be Hamburg, Germany. The language of the arbitration shall be English. If Buyer has its seat in the United Kingdom, the arbitration shall be conducted in London in accordance with the Arbitration Rules of the London Court of International Arbitration (LCIA).