

GENERAL TERMS OF CONDITIONS

The acceptance of the Seller's quotation implies the exclusive acceptance of the following terms and conditions (regardless of any other of contradictory conditions appearing in the Buyer's order or otherwise) unless expressly agreed upon in writing by the Seller.

1. Validity

Unless previously withdrawn, the Seller's quotation is valid for acceptance within the period stated therein, or when no period is stated, within thirty days only from the date thereof. No order shall be binding without written confirmation, signed by a duly authorized officer of the Seller.

Cancellation of an order shall only be possible with the Seller's consent and unless the agreement to cancel would include an explicit waiver, the Buyer would not be relieved of his obligation to indemnify the costs or losses incurred by the Seller, due to the cancellation.

2. Trade terms

Unless otherwise agreed, the most recent edition of the Incoterms, issued by the international Chamber of Commerce shall apply to the terms of the sales contract, quotation or order confirmation.

3. Prices

The prices quoted are based on the costs of material and wages, overheads, taxes, duties etc... prevailing on the date of quotation. If before the completion, any variation occurs in the above, the Seller shall be entitled to adjust the prices accordingly.

If the quotation includes transport costs, the Buyer shall pay any increases in the freight rates, if freight rates increase before completion of the delivery.

4. Delivery

Full forwarding instructions must be sent with the order. Unless otherwise agreed the delivery times are estimated and not binding; they have to be reckoned from the date of the written confirmation of the order or, where a letter of credit has been asked for, from the date of the receipt of the L/C by the Seller in conformity with his requirements. The Seller reserves the right to dispatch the goods in consignments as and when they are ready for dispatch. In the event of the occurrence of force majeure the Seller shall be entitled to suspend delivery of the goods for the duration of the prevention or delay caused by such force majeure, without being held responsible for any damage resulting there from to the Buyer.

In the event of the period of prevention or delay caused by force majeure having lasted for a period exceeding 12 consecutive months, then and only in such case both parties shall be entitled to cancel the order to the extent not yet executed without being liable to any indemnity whatsoever. The expression force majeure shall mean and include but not be limited to all circumstances - whether or not foreseeable at the same time of our order confirmation - in consequence of which we cannot reasonably be expected to execute the contract. Such circumstances include but are not restricted to: acts of God, war, insurrection, harbour congestion's, fires, defaults of suppliers, strikes, lock out, interruptions of work, interruptions of transportation, blockades, boycotts, devaluation's and other governmental regulations, the non-availability of raw materials and/or permits.

5. Dimensions, weights and technical data

The dimensions, weights and technical data given in our letters and printed matters are indicative only and therefore not binding upon us. The goods comply with international standards and the buyer has to take into account normal tolerances ($\pm 5\%$), unless explicitly otherwise stated.

6. Payment

Payment shall be made within 30 days of invoice, unless otherwise stated. The payment should be irrevocable and free of charge in the currency as mentioned and transferred to the Belgian bank indicated by the Seller.

All claims on invoices must, on penalty of nullification be made in writing within 10 days after reception of the goods.

If for any reason whatsoever a payment is not made at the due date, the amount payable shall from that date automatically bear interests amounting to 2% above the basic discount rate by the National Bank of Belgium valid at due date, rightfully recoverable by the Seller without formal notice. The seller also charges a penalty of 10% on the total invoiced amount. The seller reserves the right to postpone shipment until such time that all overdue invoices have been settled and/or the Buyers' credit limit, if any, is back within the set limit granted. The Seller retains legal title to the goods until full payment has been received on its account. Unless agreed otherwise, the risk passes to the Buyer at the moment of the delivery of the goods. The Buyer has to insure the goods against fire, water- and all other damages. The Buyer is therefore fully responsible as from the delivery.

7. Letters of Credits/Drafts

All letters of credit established in favour of the Seller shall be confirmed by a first class Belgian Bank.

In case the payment would be effected with drafts upon the Buyer, the drafts should be bank guaranteed.

Letters of credit nor drafts will be considered as substitutes of the contract.

8. Guarantee

In the event of defects appearing in the goods - being properly used - within 6 months from the date of delivery, the Seller shall supply free of charge replacement for these goods, all other liabilities being excluded.

Claims for non conform deliveries, issued by the Buyer after inspection of incoming goods should be made in writing within 8 days after arrival of the goods. Goods may never be returned to the Seller without the Seller's written consent.

9. Bizlink Code of Conduct

The Buyer is obligated to respect the Electronic Industry Citizen Coalition (EICC) Code of Conduct. The Buyer has access to BizLink's EICC Code of Conduct via the website of BizLink (www.bizlinktech.com) or may request a copy of the BizLink Code of Conduct from the Seller at any time. Any serious infringement or recurrent infringements of the BizLink Code of Conduct by the Buyer establishes the right of the Seller to termination without cause and notice for individual as frame contracts with the Buyer.

10. Disputes

In case of dispute regarding the interpretation or execution of the present conditions and in the absence of amicable arrangement, only the court of Hasselt shall be competent. The contracts concluded with the Buyer shall be exclusively subject to the Belgian Law.

Hasselt, 5 May 2017.

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