General Terms and Conditions of Purchase
of Neutrik AG, Im alten Riet 143, LI-9494 Schaan

1. Validity
These General Terms and Conditions of Purchase are part of all orders, i. e. purchase and service contracts. Agreements which are made verbally or by telephone shall also require our written confirmation to be valid. Adverse conditions of sales and delivery of our suppliers are not legally binding for Neutrik even in case Neutrik has not contradicted explicitly.

2. Order Confirmation
To be accepted as order confirmations the orders placed by Neutrik need to be countersigned immediately – bearing order number and Neutrik part number – and sent back to Neutrik. In case this order acceptance fails to take place, Neutrik is entitled to cancel this order.
If the supplier use their own order confirmations they have to be provided with the order number and the Neutrik part number.

3. Delivery

Excess or short deliveries – beyond the commonly accepted tolerances – as well as pre-dated deliveries require Neutrik's approval the same as deviations of quality demands specified by Neutrik.
The supplier bears costs and risks until the goods have arrived at Neutrik except for the goods which are collected by Neutrik respectively by a forwarding agent instructed by Neutrik.
The ownership is transferred to Neutrik in the same period of time.

4. Delay in Delivery
If the delivery dates are not met, Neutrik is entiled to withdraw from the contract after a deadline of 5 working days will have passed.
The supplier has to inform Neutrik about the possible delay in delivery in good time.

5. Delivery Date
The agreed delivery date is understood as "goods in the premises of Neutrik".

6. Packaging
The delivered goods need to be packed adequately. It is essential that both the Neutrik part number and the delivery oder production date can be read easily on each item.

7. Goods Inspection, Defects, Notice of Defect
The supplier commits himself only to deliver goods where in accordance with order, material, drawing and standard requirements. This has to be guaranteed by corresponding quality assurance measures and inspections.
The duty to have an immediate incoming goods inspection is explicitly exluded by Neutrik. The goods inspection may be either done upon receipt of goods or in the course of further processing.
In case of defects Neutrik has the following options:

- free of cost and quickest possible rectification of defect goods respectively correction of defects at Neutrik's premises as agreed with the supplier and with charging the costs to the supplier.
- defect-free replacement without additional costs.
- compensation in form of reduced product value.
- In all cases Neutrik is entitled to receive compensation for damages which has to be proved by Neutrik.
- In addition Neutrik is free to withdraw from the procurement contract in case of faulty delivery.

8. Payment

If quality and quantity control should still be outstanding on the day of payment, it is to be emphasized that this payment is only effected under the reserve that delivery is compliant to the order.

9. Manufacturing Equipment, Non-Disclosure
All documents and/or samples which were made available to the supplier is Neutrik's intellectual and/or material property Neutrik claims copyright protection. The documents remain Neutrik's property and must not be copied, not be given to other parties and not be used for own purposes unless Neutrik explicitly permits to do so. The confidentiality obligation also refers to any information about order quantities, prices and other details of the order. In case of breach of secrecy the supplier is liable for all damage that might occur. All items which are manufactured according to Neutrik's data and/or with Neutrik's manufacturing equipment must not be handed over to other parties unless Neutrik gives ist approval.

10. Amendments

Change of manufacturer as well as amendments in material or design of the goods ordered by Neutrik are not permitted without further approval by Neutrik even if such changes would not have any impact on standards, measurements or functions.

11. Advertising
As far as advertising is concerned it is only permitted to give reference to the business relationship with Neutrik when Neutrik agrees in written form.

12. Company Logo and Trademarks
Neutrik's company logo and registered trademarks are only permitted to appear on goods if it is prescribed by Neutrik. If so, the design has to comply exactly with the parameters provided by Neutrik. All items marked in such a way are only allowed to be delivered to Neutrik. All rejected goods – for whatsoever reason – have to be destroyed and must not be given to other parties.

13. Disclosure of Data to Any Third Party

The passing on of Neutrik's enquiry or order to any other party is only permitted if Neutrik agrees explicitly. However, this does not relieve the first supplier of his contractual obligations toward Neutrik.

14. Partial Invalidity
If some of the preceding clauses should become invalid completely or partially for some reasons, the remaining clauses will still be in force. The invalid clauses will be replaced by the regulations of the Liechtenstein Law.

15. Code of Conduct
Neutrik acts in accordance with Law and standards of behaviour and expects the same from ist suppliers. The principle of utmost good faith in business shall apply.

16. Applicable Law
All procurement contracts including the General Terms and Conditions of Purchase of Neutrik AG are subject to Liechtenstein Law.

17. Place of Jurisdiction
The place of jurisdiction for all disputes resulting from purchase and service contracts is – up to our choice – the city where the registered office of the supplier is located, Vaduz/LI or the place of fulfilment.

Schaan, 1st July, 2009