

## **BELDEN UNIVERSAL SUPPLIER STANDARD TERMS AND CONDITIONS**

These terms and conditions shall apply to all sales of goods or services by Seller to Buyer and to any quotation by the Seller for sales. Buyer hereby buys, and Seller hereby sells those goods or services set forth on the face hereof subject to the terms set forth below, the terms and conditions of purchase referenced on the face of this Agreement and the terms of any documents, drawings or standards attached hereto, which are hereby incorporated and made a part of this Agreement.

### **Applicable Law - Definitions**

The definition of terms used interpretation of this Order, and the rights of the parties hereto shall be construed under and governed by the laws in Buyer's U.S. State from which this Order is issued. "Buyer", when used herein, means Belden Universal. "Seller" means the person, firm or corporation to whom this Purchase Order is addressed. "Order" means this purchase order, including all terms and conditions on the face and reverse sides hereof and all specifications, drawings, models and samples referred to herein or furnished in connection herewith. "Goods" means those articles, materials, or other property or services described on the front side of this Order.

### **General Terms**

1. Our purchase order number must appear on all invoices, packing slips, shipping memos and bills of lading, invoices, shipping memorandums.
2. Bill of lading must be mailed electronically or otherwise within three days of shipment.
3. Packing slips must accompany all shipments.
4. Shipments must be made in accordance with this document. Failure to comply shall result in payment of any applicable charges incurred by Belden. Invoices may be put on hold pending resolution.
5. No allowance will be made for cartage, package or tool charges unless set forth on the initial quote or purchase order.
6. Seller shall inform Buyer of any circumstances preventing processing of orders within 48 hours or two business days of discovery.
7. Belden, their customer, and regulatory authorities reserve the right to access all applicable areas of the Seller facilities, at any level of the supply chain.
8. When no written acknowledgement is received for a Belden purchase order, it is assumed seller will meet all requirements listed on the purchase order.

### **Acceptance: Binding Effect and Modification**

Seller is deemed to have accepted this offer when Seller signs or returns the acknowledgment copy of this Agreement to Buyer, or when Seller begins performance of this order. Seller's acceptance is solely limited to the acceptance of Buyer's terms expressly set forth in this Agreement. These terms and conditions shall not be superseded by any other terms or conditions in Seller's purchase order, the parties having expressly agreed that any terms in Seller's purchase order shall be without force and effect. This Agreement is the complete entire and exclusive statement of the terms of the understanding between the parties, merging and superseding all prior negotiations or agreement of the parties, either written or oral, made either prior to or contemporaneous with this Agreement. This

Agreement cannot be modified or amended except by a subsequent written instrument executed by the parties which expressly supersedes the provisions of this Agreement.

### **Supplier Quality Requirements**

#### **A. General Quality Requirements**

1. Seller shall maintain an Inspection and Quality System acceptable to Buyer to fully satisfy Buyer's quality requirements hereunder.
2. Seller shall preserve the outputs during production and service provision, to the extent necessary to ensure conformity to requirements. Preservation can include identification, handling, contamination control, packaging, storage, transmission or transportation, and protection.
3. In addition to satisfying any and all specifications attached to or set forth in this Agreement, including, but not limited to any engineering drawings or sketches provided to Seller, Seller expressly warrants that the provided goods and/or services conform to or exceed any drawings specifications and data which are part of the Buyer's purchase orders and accompanying documents or which were provided to Seller by Buyer or Buyer's customer.
4. Critical items, key characteristics, test, inspection, and verification, and special requirements, as well as the use of statistical techniques and related instructions for acceptance will be communicated to Seller's via Buyer's drawing and purchase order. Seller understands that the Buyer's drawing requirements supersedes all other requirements.
5. Seller shall provide certification when statutory, regulatory or industry standard requirements are invoked via Buyer's drawing and purchase order.
6. Seller agrees that persons processing Buyer's orders are competent to do so. Additional proof of qualification may be required as applicable.
7. Performance of the Seller will be controlled and monitored as deemed necessary by the Buyer. Audits may be conducted at the Seller's premises for qualification and monitoring purposes or resolution of outstanding quality issues.
8. When applicable, Seller must inform Buyer of nonconforming processes, products, or services and obtain approval for their disposition.
9. Buyer's Inspection and Acceptance of Goods
  - i. Buyer may, but is not required to inspect all goods upon delivery. Payment with respect to delivered goods will not constitute acceptance. Buyer may reject any goods that do not meet the specifications, warranties or other requirements of this Agreement, or are otherwise defective in whole or part, at any time after delivery. Buyer reserves the right to reject reworked goods or products.

- ii. Buyer may revoke its acceptance of goods at any time, whether or not a substantial modification in the goods has been made, if a defect in the goods which could not have been discovered during Buyer's normal inspection procedure for which is not normally discoverable until the goods are used, assembled or machined impairs the value of the goods to Buyer.
  - iii. Neither Buyer's exercise of, nor its failure to exercise, any rights provided hereunder will relieve the Seller from responsibility for producing conforming goods hereunder.
  - iv. Seller expressly warrants that the goods and services provided under this Agreement conform to the description and specification herein. The goods are free from defects in material and workmanship, are merchantable, and are fully fit for their intended purpose, including the purpose to which they will be used by Buyer's customer.
  - v. Purchase orders for raw material should specify that it be traceable to material certification test reports by traceability codes that are identified on the material and test reports.
  - vi. Costs associated with Non-conforming parts: We expect material to conform to all applicable specifications. Seller will be responsible for costs associated with the effect of shipping defective materials to the Buyer. Costs may include, but are not limited to: rework, freight, lab testing, overtime, sorting, scrap, third party containment, customer charges and travel.
10. The parties agree that a material breach of this Agreement will occur if the lot sample of the Seller's goods fail to conform to the specification or other standards or requirements, including quality requirements, established under or expressed in this Agreement.
11. In the event of a material breach, the entire lot is considered failed and will be returned to Seller. Seller may be required to inspect, sort through entire lot and rework non-conforming parts at their own expense.
12. Seller shall maintain a corrective action system. When a formal corrective action is requested by Buyer, Seller shall submit containment in the CAR within 48 hours or 2 business days. A formal corrective action response shall be submitted by the specified due date. Extensions shall be requested on or before the due date.
13. **Counterfeit risk mitigation:** Seller shall put into place a documented program to avoid, detect, mitigate and disposition counterfeit part and materials in accordance with the current revision of AS6174. Seller shall flow down counterfeit parts program requirements to their sub-tiers, especially but not limited to:
- a. Raw Material suppliers
  - b. Distributors

14. **Foreign material:** The contamination of goods by foreign material or objects is not acceptable as it could eventually affect product appearance and performance. The seller shall document and implement a program for the prevention, detection, and removal of Foreign Object Damage/Foreign Object Debris (FOD) in accordance with SAE AS9146. The program shall include training and the active involvement of employees. In addition, the seller shall conduct audits and maintain records to demonstrate the program's effectiveness. By delivering items to the buyer, the seller shall be deemed to have certified that such items are free from any foreign materials that could result in FOD.

**B. Additional Quality Requirements for AS9100 Orders**

1. Purchase orders will be designated with the AS PO header.
2. Seller shall prevent the use of counterfeit parts in accordance with AS9100D Section 8.1.4
3. Seller shall notify Buyer of changes to processes, products, or services, including changes of their external providers or location of manufacture, changes to their quality management system or certifications, and obtain Buyer's approval.
4. When applicable, Seller must use Buyer-dictated or approved sub-tier suppliers.
5. When applicable, Buyer will flow down its customer's requirements to Seller. Seller shall in turn flow those requirements down to their sub-tier contractors.
6. When applicable, Buyer may request test specimens for design approval, inspection/verification, investigation, or auditing. This will be communicated during the quoting phase or as part of the purchase order for the first production run.
7. Seller shall retain documented information, including information about retention periods and disposition requirements.
8. Seller shall ensure that persons are aware of their contribution to service conformity, their contribution to product safety, and the importance of ethical behavior.
9. Seller shall make provisions for the preservation of outputs in accordance with specifications and applicable statutory and regulatory requirements for cleaning and prevention, detection, and removal of foreign objects.

**Delivery**

Seller is expected to ensure orders arrive at Buyer's by the due date specified on the purchase order.

For purchased products, Seller shall inform Buyer with valid reason of any orders late by more than two business days.

For outside services, Seller shall hold the date specified on the purchase order.

No shipment shall be made more than five days in advance of the delivery date or dates specified on purchase orders without consent.

Seller shall make deliveries in the quantities specified on the purchase order unless the discrepancy is the result of setup and/or testing of parts per required processes or industry standard.

### **Proprietary Rights and Tooling**

All Belden's rights, title, and interest in and to any goods provided hereunder shall be supplied to Buyer as soon as the goods are acquired or fabricated in accordance with the purchase order. Seller shall not manufacture, sell, distribute or provide any goods subject to this Agreement, or any substantially similar goods to any third parties other than buyer. Seller shall keep all tooling, blueprints, sketches or other documented information or tangible items received from Buyer as bailed property of Buyer and shall keep such information confidential and not disclose such information or tangible items to any third parties without Buyer's prior written consent and permission. When Seller is in possession of any tooling of Buyer used in the production, manufacturing or design of any goods or materials under this Agreement, Seller shall not sell or otherwise dispose of any products using Buyer's tooling to any third parties except where specifically authorized by Buyer. Any tooling provided to Seller by Buyer is the sole and exclusive property of Buyer and shall be returned to Buyer upon request.

### **Force Majeure**

Buyer will have no liability or obligation to Seller of any kind, including but not limited to any obligation to accept products or goods, arising from any delay or failure to perform all or part of this Agreement as a result of causes, conduct, or occurrences beyond Seller's reasonable control, including but not limited to commercial impracticability, fire, flood, act of war, civil disorder or disobedience, act of public enemies, problems associated with transportation (including car or truck shortages), acts or failures to act of any state, federal or foreign governmental or regulatory authorities, labor disputes, strikes or failure of suppliers to make timely deliveries of materials, goods or services to Buyer.

### **Title and Risk of Loss**

Seller warrants that, upon delivery, it has transferred free and clear title to the goods to Buyer. Title and risk of loss of the goods shall pass from Seller to Buyer upon written acceptance of the goods at Buyer's receiving dock.

### **Payment**

Terms of payment are Net 30 days cash after date of delivery, F.O.B. Seller's shipping point. No charge for packing, cartage, or insurance shall be allowed, unless specifically agreed to in writing by Buyer.

Seller shall send invoices in the form of email, fax or hard copy at time of shipment, or within seven business days of shipment from Seller's dock at the latest. Failure to conform will result in a debit memo of \$75.00 against the original invoice. The preferred method to send invoices is via email ([BeldenAP@beldenuniversal.com](mailto:BeldenAP@beldenuniversal.com)).

Payment issues can also be resolved via email - [BeldenAP@beldenuniversal.com](mailto:BeldenAP@beldenuniversal.com).

*Invoicing credits and back-charges:* All rejected parts will result in a debit memo against the original invoice regardless of whether Seller provides a credit note. If seller reworks the parts, a new invoice

should be issued. The seller will be back-charged (a debit memo against an invoice) a flat fee of \$75.00 if the following events occur:

1. If Belden's resources are being utilized to notify the seller of paperwork errors.
2. Parts should be returned in the same condition that they were sent in. Different part numbers/job lots/job numbers/ purchase orders should not be combined in one pan.

### **Price Protection**

It is the Seller's responsibility to inform the Buyer of any price increase of more than 5% and obtain the Buyer's approval before processing orders to the new price. Unless otherwise specified by the Seller, the last quoted price for a given process will apply to all Buyer's current orders.

### **Applicable Law**

This Agreement shall be governed by the internal laws (exclusive of the conflicts of law principles) of the State of Illinois.

### **Assignment**

There shall be no assignment of this Agreement or any interest herein by Seller unless specifically agreed to in writing by Buyer.

### **Waiver**

No Claim or right arising out of the breach of this Agreement can be discharged in whole or part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

### **Attorney's Fees**

In the event it becomes necessary for Buyer to enforce the terms and conditions of this Agreement, or to defend or prosecute any litigation arising out of or as a result of this Agreement, or the sale of goods to Buyer by Seller, Buyer shall be entitled to recover, in addition to any other relief granted, reasonable, attorney's fees, expert fees, costs and expenses of litigation from Seller.

### **Litigation of Buyer's Liability**

Buyer's entire liability to Seller, if any, for any claims, demands, causes of action, arising in tort, contract, or otherwise, including with respect to any statutory claim, is limited solely to the purchase price actually paid by Seller under the terms of this Agreement. Notwithstanding the foregoing limitation, Buyer shall not be liable for indirect, special, incidental or consequential damages arising under this Agreement, or otherwise with respect to the sale, purchase, or use of the goods, including any lost revenue or profits, business interruption or damage to business reputations, regardless of the theory upon which any claim may be based, including without limitation, breach of contract, breach of warranty, negligence, product liability or any statutory cause of action.

### **Indemnification**

Seller agrees to protect, defend, indemnify and hold harmless Buyer (including Buyer's officers, agents, employees, representatives, and affiliated companies) from and against all claims (including, but not limited to accrual, consequential and incidental damages), causes of action, suits and liabilities of every kind, including all expenses of litigation court costs and attorney's fees for injuries to or death of any person (including, but not limited to Buyer's employees) , or for damage to any tangible or intangible property (including, but not limited to, purely economic losses), arising out of or relating to the goods or services provided, their sale, transportation, installation, erection, testing, operation, maintenance, repair, and use or non-use. Seller's indemnity obligation under this paragraph include, but is not limited to, the obligation to indemnify and hold Buyer harmless from claims, losses and damages described above which arise out of or result from (1) the concurrent negligence of Seller and Buyer or Seller and any other person or entities and/or (2) any defects or unreasonably dangerous conditions in the goods provided. It is the express intent of the parties that the indemnity provided for in this paragraph includes indemnity by Seller to indemnify and protect Buyer from the consequences of Buyer's own negligence, if it is a concurring cause of the injuries, damages or losses as a result of being subrogated to any rights of its employees, and waives and agreed to indemnify Buyer from any subrogation claims in connection with this Agreement or otherwise.

#### **Patent Indemnity**

Seller agrees to defend, indemnify and hold Buyer harmless from any and all claims, causes of action, demands, or disputes which allege, in whole or in part, any United States of foreign patent infringement with respect to the sale, use, distribution or application of the goods or services provided by Seller. Said protection and indemnification shall include indemnification for expense of litigation, court costs and attorney's fees.

#### **Forum Selection**

The parties consent to the exclusive jurisdiction of the federal court in Chicago, Illinois or the state court located in Cook County, Illinois with respect to all litigation, claims, causes of action, demands, controversies or disputes among the parties. The only exception to this forum selection provision is a claim by Buyer seeking the replevin of its goods. All counterclaims, if any, in connection with the replevin claim shall be subject to this forum selection provision.

#### **Seller's Acknowledgement of this Agreement**

Seller shall review and provide any feedback to Buyer via email or via the supplier assessment survey. Buyer shall assume Seller's acknowledgement if no response is received from Seller. Please use [purchasing@beldenuniversal.com](mailto:purchasing@beldenuniversal.com) for contacting Buyer.