

1. VALIDITY

- 1.1 All Purchase Orders issued by RAVI Electronics Aps are subject to these terms and conditions.
- 1.2 This purchase agreement is between RAVI Electronics Aps (Buyer) and the Seller listed on the front of the Purchase Order.
- 1.3 The Purchase Agreement constitutes Buyer's offer to Seller to purchase named products ("Purchased Products") or Services ("Purchased Services") and is a binding contract on the terms and conditions described herein when accepted by Seller or upon commencement of the Service.
- 1.4 No revisions to the Purchase Order are valid unless they are in writing by an authorized representative of the Buyer.

2. ACCEPTANCE

- 2.1 By shipping the purchased products or performing the purchased services specified in the Purchase Order, the Seller accepts the Purchase Order and agrees to be bound by the terms and conditions described herein.

3. PURCHASE ITEM

- 3.1 The Purchase Item is the products appearing in the Buyer's written Purchase Order.

4. PRICES

- 4.1 The price for goods and services ordered on the Customer's Purchase Order is the lowest stated on the Purchase Order.
- 4.2 All prices are exclusive of VAT.
- 4.3 Any tax, tariff or duty imposed on the Seller by any governmental authority and included by the Seller in the price must appear separately on the Seller's invoice(s).

5. DELIVERY

- 5.1 The Buyer is only obliged to receive the purchase items that appear in the purchase order.
- 5.2 The Seller must deliver the Purchase Item or services to the Buyer by suitable transport no later than the dates specified in the Purchase Order.
- 5.3 Unless otherwise stated: For domestic orders: all deliveries are F.O.B. Destination to the place indicated on the purchase order and: For international orders: All deliveries are delivered duty paid as defined by Incoterms.
- 5.4 For both domestic and international orders, all risk of loss remains with Seller until goods and services are actually received and accepted by Buyer at the applicable destination in accordance with the terms and conditions of this purchase order.
- 5.5 The Seller must inform the Buyer of changes in the delivery time as soon as this is known.

6. COMPLAINTS & RETURNS

- 6.1 The Buyer must notify the Seller if delivered goods have defects or errors and are therefore rejected as received.
- 6.2 Rejected purchase items with defects or errors are kept by the Buyer until written agreement with the Seller regarding return or cancellation.

7. RIGHTS OF ACCESS

- 7.1 The Buyer, its customers and regulatory authorities have right of access to the applicable areas of facilities and to applicable documented information, at any level of the supply chain

8. COUNTERFEIT PARTS

The Seller shall avoid delivering counterfeit parts in the best possible way. Guidance in AS5333 Counterfeit Electronic Parts standard.

- 8.1 The Seller will monitor Buyers counterfeit part activities having rights as described in section 7.
- 8.2 In case of counterfeit parts is discovered Supplier must inform Buyer in full at earliest time and take immediate

action to mitigate further propagation in supply chain

9. PERFORMANCE MONITORING

9.1 The Buyer will control and monitor Sellers performance in terms of non-conformities.

10. FORCE MAJEURE

10.1 The Seller and the Buyer are released from any liability pursuant to or in connection with this Purchase Order, in the event of a force majeure event or circumstance occurring.

10.2 A force majeure event or circumstance can be; war, hostilities, civil unrest, government action, strikes, lock-outs or labor disputes, computer virus or any other event or circumstance or cause beyond the reasonable control of the party.

11. DISPUTES

11.1 Any disagreement between the parties shall be settled according to Danish law.