

TERMS AND CONDITIONS FOR BUSINESS CUSTOMERS OF HARTING Singapore Pte Ltd OF THE HARTING TECHNOLOGY GROUP FOR USAGE OF ESHOP (Hereinafter referred to as: "Terms of Use")

§ 1 General, Customers, Privacy

HARTING Singapore Pte Ltd (hereinafter referred to as: "**HARTING**") is the owner of the HARTING "eShop" division, found under the domain www.HARTING.com.sg (hereinafter referred to as: "**eShop**").

1. **HARTING** is the contractual party to the purchase contract that is concluded with customers who purchase goods via the eShop, and is listed on the invoice as the seller of the ordered goods.

2. These Terms of Use apply only to business customers not dealing as consumers (hereinafter referred to as: "**customer**"), within the definition under the Singapore Unfair Contracts of Terms Act (Cap 396). Any consumer within the meaning of the Consumer Protection (Fair Trading) Act (Cap 52A) is not authorized to purchase goods from this eShop. Deliveries made from orders on eShop can only be carried out if the deliveries are within Singapore.

3. In order to use the eShop, the customer must first register with eShop by supplying the complete and truthful business information, including tax identification number. As part of this registration, HARTING is entitled to request and obtain from the customer as a condition precedent, a recent extract from the Accounting and Corporate Regulatory Authority of Singapore's bizfile registry as well as other documents and information, which are necessary or appropriate for registering the customer. The customer shall bear all charges for providing and furnishing HARTING with such documents and information. After the registration has been approved, HARTING will send the customer's eShop access information (the login and password). The customer shall keep his password secret and shall keep his login data guarded in a safe place. The customer shall inform HARTING immediately if this data has been misused by any personnel or any third party. The Customer shall at all times take all reasonable precautions to prevent unauthorized use, misuse, disclosure or compromise of its login user identity or password. HARTING is entitled to rely on the login user identity or password as conclusive evidence of identity and authority without carrying out any further verification. The customer shall be liable for, hold HARTING harmless from and indemnify HARTING for all costs and expenses incurred by HARTING, and all activities, deeds, dealings and consequences from or through the use (whether authorized or not) of the login and password whether by the customer or others. HARTING will not share the customer passwords with other parties. HARTING will never ask customer for passwords via e-mail or phone call. Thus HARTING shall not be liable to any party in any way, including for any loss or damages caused by the misuse of a customer's login credentials.

4. By transmitting the order form and by clicking on the "Accept Terms" button, the customer agrees to accept these Terms of Use without restrictions. The customer is hereby deemed to have accepted the General Purchasing and Delivery Conditions for HARTING's business customers. The registered person is deemed to be authorized to enter into such agreements on behalf of the customer.

5. HARTING shall process the personal information entered by the customer on the registration form in accordance with the Singapore Personal Data Protection Act (2012) and the customer hereby consents to the collection, use and disclosure of all information by HARTING for the following purposes

- (a) preparing invoices and operating the customer's account, including processing any payment instructions, direct debit or credit facilities;
- (b) to facilitate connection to the HARTING group of companies through the exchange of information with other companies operating within the group;

- (c) meeting HARTING's regulatory and commercial obligations;
- (d) delivering HARTING's marketing services and information to the customer;
- (e) verifying the customer's continued creditworthiness;
- (f) in the course of analyzing information for development and improvement of HARTING's services;
- (g) providing customer with updates and/or notifications about the HARTING goods and other services;
- (h) managing the customer's bad debt in relation to the purchase of the goods;
- (i) fraud prevention relating to the provision of the purchase of the goods; and
- (j) disclosure required by law or by government authorities; and
- (k) disclosing such information to any of the following parties to be used for the following purposes:

(i) to any agent, contractor or third party supplier or service provider who provides administrative, telecommunications, computer, banking, payment or securities clearing or other services to HARTING in connection with the operation of HARTING's business;

(ii) to all relevant government agencies or any competent authority or any regulatory body or any person or office including in Singapore, where such disclosure is required by applicable laws and regulations for the discharge of obligations by HARTING or its group companies;

(iii) to any person which is necessary for the provision of any services in relation to the purchase of the goods, including but not limited to a group company of HARTING which owes a duty of confidentiality or has undertaken to keep such information confidential;

(iv) to credit reference agencies and, in the event of default, debt collection agencies;

(v) to any actual or proposed assignee of HARTING or transferee of HARTING's rights or obligations or business, professional advisors and/or any other person (including any HARTING group company necessary or required for the purpose of such intended assignment/transfer, who owes a duty of confidentiality to HARTING or has undertaken to keep such information confidential;

(vi) transferring such information from one jurisdiction to another for any of the purposes set out above

The customer can view, verify, update or correct his data in the customer portal.

For more info, contact: datenschutz@HARTING.com or HARTING KGaA, Data Protection, Herr Laker, Marienwerderstraße 3, 32339 Espelkamp, Germany.

The period of retention of customer data can extend beyond the termination of the business relationship in accordance with the applicable statutory retention periods.

§2 Products/goods and their availability, orders, order confirmations, prices

1. All products, items and articles that are offered to the customer in the eShop for sale are referred to here as "goods".

2. Information regarding the goods and prices offered by the eShop is not a legally binding offer under Singapore law (including but not limited to the Sale of Goods Act (Cap 393) but merely informative. A customer order, as explained above, does not lead directly to a binding contract. By submitting a completed order form to HARTING, the customer makes an offer to purchase certain goods as listed on the order form. A purchase contract is concluded only after HARTING has

accepted to fulfil the order (hereafter referred to as the "second confirmation").

3. Unless explicitly stated otherwise, the goods and prices cited in the eShop are valid "while supplies last". HARTING does not guarantee permanent or constant availability of the goods and prices listed in the eShop. The eShop normally shows goods and prices based on the status of the previous day. HARTING reserves the right at any time to remove goods or product lines from the eShop and introduce new goods or run new advertising campaigns. HARTING may also end or make changes to such campaigns.

4. Selected goods are added to an order by clicking on their links and specifying the desired order quantity. The customer can view the selected goods, remove individual goods again or change each order amount at any time during the selection process. After completion of the purchase, the entire order will be displayed again. Changes can be made once again at this stage up to the point when the customer concludes the order process. By submitting the order to the HARTING database, the ordering process is considered complete and the customer enters into a binding offer to purchase the goods.

5. The order will be considered for acceptance when all of the necessary data is available so that HARTING is able to clearly identify the customer (including his e-mail and telephone number) and the ordered goods. If necessary, a HARTING employee will contact the customer to discuss the details and the execution of the order.

6. Incomplete order forms will neither be accepted nor executed by HARTING, without any prior notice to the customer. HARTING is not liable in any way for not processing or accepting any orders.

7. Orders may be placed 24 hours a day every day of the year. All orders are normally processed on the next business day by HARTING (i.e. on the working day following the day on which the order was received). HARTING reserves the right to interrupt, cease or suspend the operation of the eShop at any time for any reason (including but not limited to technical service and maintenance) without any prior notice to the customer and will not be liable in any way to the customer or any party

The customer sends a binding order when he fills out and sends electronically a complete and accurate order form to the eShop. The customer shall here be obliged to fill out the order form completely and truthfully in accordance with the actual data.

8. The eShop automatically sends an email acknowledgment of receipt of the order, in the form of a confirmation notice to the customer (hereinafter referred to as "first confirmation"). This confirmation contains a confirmed receipt of the order along with the order number. HARTING shall not be held liable for any malfunction of internet functionality which may cause problems with the electronic data transfer, or sending and receiving of e-mails. In the event that the customer does not receive this initial confirmation, the customer is obliged to inform HARTING via e-mail [(sg@HARTING.com) or by telephone at +65 6552 5285.] The first confirmation does not constitute a binding acceptance by HARTING

9. A HARTING employee may verify the order by confirming the correctness of the data supplied on the order form. In the event that the customer order is incomplete, a HARTING employee may make contact with the customer.

10. After the order has been successfully checked, a second confirmation is sent to the e-mail address specified on the order form. This confirmation states that the order has been accepted. It also confirms the goods ordered, the quantity, price, shipping cost and the expected delivery date (the second confirmation). The second confirmation shall be considered as an acceptance. With it, a binding purchase contract is established. In the event that the customer does not receive the second confirmation on the next business day after the first

confirmation is received, this means that the order has not been accepted by HARTING and will thus not be executed.

11. Unless otherwise stated, all prices are given in euros. Prices do not include GST, transport and shipping and any other transport charges or taxes. Shipment and transportation of the goods is carried out in accordance with the customer's choice of shipping, as indicated on the order, and is done at the customer's costs, expense (and the customer undertakes to pay all charges promptly in full and cleared funds) and risk.

12. HARTING reserves the right to change prices without prior notice. If prices change after a customer has submitted an order, HARTING shall inform that particular customer immediately. In this case, the customer shall be entitled to a cancellation of the order but without any liability on the part of HARTING. Price changes which occur after the second confirmation shall have no effect on the agreed price.

13. Orders will not be accepted for fulfillment and not delivered to the customer when:

13.1. The customer has outstanding liabilities with HARTING;

13.2. The goods are to be used contrary to their intended purpose or contrary to HARTING's intent, or when such use could threatened the reputation of HARTING, HARTING's customers or HARTING's suppliers;

13.3. The preceding sections 13.1 and 13.2 shall apply even when payment for the ordered goods has been made.

14. The first and second confirmation, as well as the fulfillment of the contract, shall be carried out subject to the condition that they do not violate applicable national or international law, in particular the regulations pertaining to export control. In such a case, HARTING reserves the right to refuse to fulfill the order, even after the second confirmation.

15. Property passes to the customer when HARTING has received full payment for the order (i.e. when the entire invoice amount including GST and shipping charges are credited to the specified bank account). All risks including the risk of accidental deterioration and accidental loss of the goods transfers to the customer once the shipment is properly delivered to the customer, customer agents, the courier service or delivery agent. This also applies when free delivery has been agreed.

§ 3 Payment and delivery

1. Payment for the goods, shipping and handling shall be made to the bank account of HARTING in advance or by credit card. If the customer pays by credit card, the individual terms and conditions of the credit card provider must at all times be valid. In such a case, the customer will be redirected to the secure internet payment platform of the credit card provider. The amount paid consists of the price for the goods according to the second confirmation from HARTING, plus the currently applicable taxes and shipping costs, when appropriate. If an advance payment is to be made, this must also be confirmed. This acknowledgment must be made available to HARTING.

2. After successful payment has been made, or after confirmation from the credit card provider, the order will be fulfilled in accordance with section 3.1 above, and the ordered goods will be prepared for shipping. HARTING will inform the customer that the payment has been received or that the credit card provider has confirmed the payment. HARTING will also inform the customer of the exact delivery date, the number of shipped packets, and the amount of GST shown on the bill.

3. The eShop goods shall be ready for delivery within 2 working days, on the next day after full payment for the goods (including the shipping costs) to HARTING's bank account, or by the confirmation of the credit card provider and the verification of the customer, unless other delivery deadlines have been specified for the goods. If the required amounts of ordered goods are not available in the HARTING stock, HARTING reserves the right to adjust the delivery deadlines accordingly. HARTING is not liable for any delays, other force majeure events or unforeseeable obstacles that cannot be

influenced by HARTING or cannot be influenced by the courier or freight company and result in delivery delays.

4. All shipping and administrative costs will be paid by the customer.

5. Detailed information about the delivery of goods is available at HARTING or by taking advantage of the special tracking feature. The ordered goods together with the GST invoice issued by HARTING are delivered to the address specified in the order.

6. The customer is obliged to completely examine the goods immediately upon receipt, and is deemed to have accepted the goods if no complaints or problems are raised to HARTING to the HARTING authorized personnel as indicated on the order form, within one day of receipt of the goods. Remedies under section 35(2) of the Sale of Goods Act (Cap 393)(2) are expressly waived by the customer.

7. The invoices are sent electronically by HARTING. The customer is required to compare the data sent him with the information from his database. He shall process this electronic billing only when this information is complete and accurate. In order to ensure the authenticity of the origin of the data, HARTING is obliged to use a tax identification number (VAT ID) issued by the German tax authority. The customer is obliged to verify this number. When this VAT tax ID number changes, or when the HARTING's personal data changes, HARTING shall promptly inform the customer in writing before the change takes effect. The customer will confirm HARTING's amendment of its data records. The customer will check the plausibility of the individual data in the electronic billing against potential offers, order forms, delivery notes and database records. This plausibility check shall also include a review of the electronic invoice received to make sure it has been calculated properly correct, as well as a check that the proper tax has been levied at the specified rate, and the legally required mandatory invoice information is in order. HARTING shall ensure that no electronic invoice will be sent twice. The customer shall ensure that no electronic invoice will be processed multiple times.

§ 4 Miscellaneous

1. In addition to the provisions of these Terms and Conditions, the General Purchasing and Delivery Conditions from HARTING shall also apply. In the event of any conflict between the provisions of these Terms of Use and the provisions of the General Purchasing and Delivery Conditions in relation to the sale of goods, the provisions of the General Purchasing and Delivery Conditions shall prevail. Any and all warranties, conditions or other terms implied by legislation and/or common law are excluded to the fullest extent permitted by Singapore law.

2. These Terms of Use are governed by Singapore law. Any legal conflicts which may arise from the respective purchase contracts or in conjunction with delivery issues shall be settled through amicable negotiations and HARTING and customer shall endeavour in good faith to settle the dispute within fourteen (14) days of the dispute arising before commencement of any proceedings in a Singapore court of law. If the parties cannot reach an agreement, all legal conflicts based on the relevant purchase contracts or on the delivery relationship shall be resolved by the Singapore courts.

3. HARTING is not liable for errors in the processing of confirmation e-mails or for the absence of the order functionality for certain products which result from factors not influenced by HARTING. In particular, this includes such things as internet server outages, malfunctioning internet connections or events of force majeure.

4. HARTING may sub-contract third parties to perform any of its obligations under these Terms of Use.

5. Save where section 6 below applies, all communications in writing (including notices or other information required under these Terms of Use) shall be delivered:-

- (a) By hand;

- (b) By pre-paid registered post (by first class pre-paid air mail if to or from an address outside Singapore) with recorded delivery to the address of each party as set out in the order form, or to such other address as the addressee may, from time to time, have notified the other Party in writing for the purpose of this clause;
- (c) By facsimile in accordance with the facsimile number set out in the order form, or such other number as the addressee may from time to time, have notified the other party in writing for the purpose of this clause;
- (d) By electronic mail ("Email") communication in accordance with the Email address set out in the order form, or such other Email address as the addressee may from time to time, have notified the other party in writing for the purpose of this clause.

And all communications shall be deemed to have been duly given:-

- (i) If given or made by letter, 48 hours after posting (exclusive of the day of posting) if sent by one party to another in Singapore, or, if sent to or from an address outside Singapore, seven days after posting (exclusive of the day of posting);
- (ii) If delivered by hand or courier, on the date of delivery;
- (iii) If sent by facsimile, 24 hours after the time of transmission supported with a successful transmission report;
- (iv) If sent by Email, 24 hours after the time the Email is sent and no "failure of delivery" report (or the like) is received by the sender.

- 6. Any notice or other information on any legal proceedings concerning or arising out of these Terms of Use shall be sent to the party's registered office or business address if prior notice in writing is given by either party to the other.
- 7. In the event of any force majeure event, which shall include an event beyond the reasonable control of HARTING, including but not limited to natural disasters, flooding, acts of terrorism or war (whether declared or not), the mobilisation of armed forces, civil commotion or riot, industrial action or labour disturbance, currency restriction, embargo, governmental restraint, expropriation or prohibition, or a failure of a public utility or common carrier, HARTING shall notify the customer where such event affects its ability to carry out the purchase order and such purchase order shall be deemed cancelled with no liability on HARTING's part.
- 8. Save for the HARTING group of companies, a person who is not expressly named as a party in the order form has no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any term of these Terms of Use.
- 9. The customer shall indemnify HARTING on an indemnity basis, for any legal fees and other expenses which HARTING incurs as a result of or relating to any claims, proceedings or action which HARTING makes or commences against the customer for breach of these Terms of Use.
- 10. If any provision (or any part thereof) of these Terms of Use is determined to be invalid or unenforceable by a Singapore court, that provision (or any such part thereof) shall be severed from these Terms of Use and the remaining provisions or parts shall remain in full force and effect.

These Terms of Use take effect starting on 1 Oct. 2012, and apply to all orders placed after that date.

We wish you a pleasant shopping experience!