



CEI Terms and Conditions

Article 1. Definitions

1. "Components Express" means Components Express, LLC, an Illinois limited liability company.
2. "The Customer" means the party purchasing products and/or services from Components Express hereunder.
3. "Agreement" means the agreement created between Components Express and The Customer including any quotations, order confirmations, invoices and specifications (and all supplements and attachments issued by Components Express from time to time).
4. "Terms and Conditions" means the present terms and conditions.

Article 2. General

1. The Terms and Conditions shall apply to all quotations, orders and Agreements whereby Components Express provides goods and/or services to The Customer.
2. The rights and obligations of The Customer under its Agreements with Components Express cannot be assigned or transferred without the prior written consent of Components Express. Any assignment by The Customer in violation of this Article shall be null and void.
3. If any provision of the Agreement and/or the Terms and Conditions, or its application to any party or circumstance, is held to be illegal, invalid or unenforceable in whole or in part under applicable laws and regulations, then to that extent such provision shall be deemed not to be part of the Agreement and/or Terms of Conditions and, to the extent reasonably possible replaced by the parties with a legal, valid and enforceable provision which, viewed in the context of the Agreement and/or the Terms and Conditions as a whole, comes as close as possible to the intent of the illegal, invalid or unenforceable provision, without affecting the legality, validity and enforceability of the remainder of the Agreement and/or the Terms and Conditions.

Article 3. Creation of an Agreement

1. All quotations by Components Express are non-binding, unless Components Express expressly states otherwise.
2. An Agreement is created as a result of:
 - a. The Customer tacitly accepting a quotation from Components Express;
 - b. The Customer accepting a quotation from Components Express in writing (or by e-mail);
 - c. (following a request from The Customer) by Components Express sending confirmation of the Agreement to The Customer; or
 - d. Components Express executes the offer.
3. The Agreement will be created in accordance with the quotation ((in case of Article 3.2.a, unless The Customer has notified Components Express of its objections in writing within 48 (forty-eight) hours after receipt of the quotation or (whichever is earlier) within 12 (twelve) hours after the execution of the Agreement has started)).
4. Any changes to/additions to the Agreement and/or the Terms and Conditions can only be agreed to in writing. Components Express reserves the right to unilaterally change these Terms and Conditions.
5. If any provisions in a quotation or confirmation of the Agreement are inconsistent with provisions contained in the Terms and Conditions, the former provisions will prevail.
6. The Customer cannot derive any rights from information regarding products or services contained in quotations, leaflets, advertising materials or the Components Express website.
7. Any (purchasing) conditions of The Customer are never applicable to the Agreement. Additional or different terms provided in The Customer's purchase order which vary in any degree from any of the terms herein are hereby objected to and rejected. If these Terms and Conditions shall be deemed an acceptance by Components in response to an offer by The Customer and if any terms herein are additional to or different from any terms of such offer, then the issuance of these Terms and Conditions by Components Express shall constitute an acceptance expressly conditioned upon The Customer's assent to these Terms and Conditions. Any conduct by The Customer (including, without limitation, payment for, or use of, the goods) which recognizes the existence of a contract pertaining to the subject matter hereof shall constitute acceptance by The Customer of these Terms and Conditions.



Article 4. Obligations on the part of Components Express

1. If no specific standards or regulations have been agreed, Components Express will deliver in accordance with what Components Express normally delivers to The Customer.
2. If a model, example or sample has been shown or provided by Components Express, this will only be presumed to have been shown or provided by way of indication or example. The goods offered by Components Express may deviate from any samples, models or illustrations made available or provided to The Customer by Components Express. Because special cables are supplied in accordance with manufacturing lengths, the products supplied may deviate from the agreed length by up to a maximum of 10%.
3. Components Express does not offer The Customer any guarantees with regard to the quality or (special) properties of the goods, unless explicitly agreed in writing. Such guarantees can only be invoked by The Customer if it itself has fulfilled all its (payment) obligations towards Components Express.
4. Any historical purchase of a certain volume of goods does not give The Customer any expectations and/or rights to purchase a similar or lower volume of goods from Components Express in the future. Components Express shall have the right to accept or refuse orders from The Customer at any time in its sole discretion.
5. The Customer cannot derive any rights or expectations from pre-calculations, estimates, specifications and/or other information provided by Components Express, unless the parties agree otherwise in writing.
6. Components Express has the right to have the work carried out by others (in part).
7. Deadlines applicable to Components Express are not final unless the parties have explicitly agreed otherwise in writing in the Agreement. An agreed deadline applicable to Components Express shall only commence as soon as the Agreement has been created and all the information essential for the execution of the Agreement is in Components Express's possession. An agreed deadline applicable to Components Express will be extended at least by the number of days that have elapsed between the moment the Agreement was created and the moment when all the information essential for the execution of the Agreement is in Components Express's possession.

Article 5. Obligations on the part of The Customer

1. The Customer is obliged, at Components Express's first request and on its own initiative, to share all information with Components Express needed to execute the Agreement.
2. Unless otherwise agreed, prices are exclusive of tax, transport, assembly and packaging, and other charges.
3. Prices set by Components Express or agreed between the parties are based on the cost price at the time of the offer. If the cost price increases, Components Express shall be entitled to charge a corresponding price increase to The Customer.
4. Price increases resulting from verbal or written requests by The Customer for additions and/or changes to the Agreement and/or the specifications of the goods to be delivered are due and payable by The Customer in full.
5. All costs resulting from circumstances which Components Express did not reasonably have to take into account when concluding the Agreement, are for The Customer's account.
6. All payments by The Customer to Components Express must be deposited into a bank account number to be designated by Components Express, without deduction and/or settlement, in USD and at the latest thirty (30) days after the invoice date but always before the time of delivery (see Article 8).
7. In the event of a failure to pay on time, The Customer is in default by operation of law with, at minimum, the following consequences:
 - a. The Customer will owe interest of 10% per annum on the outstanding invoice/invoices;
 - b. The Customer will owe extrajudicial collection costs of 15% of the outstanding invoice/invoices with a minimum of \$250.00;
 - c. If Components Express engages The Customer in legal proceedings with regard to its payment obligations, The



Customer will also owe the actual costs that Components Express has to incur (such as lawyer's fees, bailiff's fees, court registry fees, etc.) in addition to the costs referred to in the previous paragraphs.

8. Any payments made by The Customer will first be deducted from all costs and interest due and then from the longest outstanding invoices, even if The Customer states that a payment relates to (a) later invoice(s).
9. All payments by The Customer to Components Express shall be made free of any counterclaim or set-off and without deduction or withholding of taxes, duties and other levies required to be deducted or withheld under applicable laws and regulations.

Article 6. Contract deviations

1. Any changes to the work will in any case result in additional work if:
 - a. there is a change in the design, specifications or contract documents;
 - b. the information provided by The Customer does not correspond to the actual situation; or
 - c. the estimated quantities deviate by more than 5%.
2. Additional work will be calculated on the basis of the price-determining factors applicable at the time the additional work is performed. The Customer is obliged to pay the price of the additional work at Components Express's first request, without suspension or settlement (which includes in the case of less work).
3. Changes to the work will only result in less work if/when:
 - a. Components Express has agreed in writing not to carry out the contract reduction; or
 - b. the contract reduction actually results in a cost saving for Components Express, and Components Express has confirmed this to The Customer in writing.
4. Contract reductions are calculated on the basis of the amounts budgeted by Components Express and only include savings of materials and external costs, and under no circumstances includes savings of internal costs of Components Express (such as staff costs).

Article 7. Quality and complaints

1. Immediately upon delivery (in any case within seven (7) days after receipt) The Customer must check the goods delivered for quantities, quality, visible damage, properties or defects and report this to Components Express in writing or by e-mail, quoting the order and/or invoice number accompanied by (a copy of) the waybill, and provide all information necessary to enable Components Express to assess the correctness of The Customer's statement. Once this period has expired, the goods are deemed to comply with the Agreement and The Customer shall lose all rights and claims that The Customer has with regard to the non-conformity of the goods.
2. The Customer can no longer invoke any defects other than those referred to in the previous paragraph if it has not complained to Components Express in writing within seven (7) days after it has discovered the defect or should reasonably have discovered it.
3. If the goods delivered do not meet the specifications and/or quantity specifically agreed upon in writing between Components Express and The Customer, Components Express will, at Components Express's sole discretion:
 - a. supply the missing goods;
 - b. correct the error, defect or deficiency in such goods;
 - c. re-supply such goods; or
 - d. refund to The Customer the amounts actually paid by The Customer to Components Express for all or part of these goods.

These are the only remedies to which Components Express is bound and/or which The Customer may require or claim from Components Express.

4. If The Customer processes the goods or has them processed in whole or in part, modified, mixed and/or sold then



The Customer has approved the goods. In such case, Components Express's liability will cease entirely.

Article 8. Delivery

1. Unless otherwise agreed, the delivery of goods shall be deemed sent Free Carrier (FCA) from Component Express's manufacturing facility. The term Free Carrier (FCA) shall have the meaning given to it by INCOTERMS 2020 as published by the International Chamber of Commerce or any superseding definitions of the INCOTERMS published by the International Chamber of Commerce except that The Customer shall have the obligation to obtain any export license or authorization required if the goods are to be exported.
2. Components Express may deliver the goods in units of consignment (i.e. partial deliveries).
3. If Components Express expects that the agreed delivery period will be exceeded, Components Express will notify The Customer of this as soon as reasonably possible. Failure to deliver on time shall not entitle The Customer to additional or substitute compensation or non-performance by The Customer of any of its own obligations under the Agreement.
4. The Customer is obliged to take delivery of the goods.
5. In the case of delivery sent Free Carrier (FCA) by Components Express, the obligation to take delivery starts the moment Components Express informs The Customer that the goods are ready for delivery, after which The Customer must collect the goods within a period of seven (7) days at the latest.
6. If delivery to The Customer's address has been agreed, The Customer must take delivery of the goods when Components Express delivers them to that address. If a delivery address has not been explicitly agreed in writing, Components Express may deliver the goods to The Customer's address known to Components Express or as appears in the commercial register. Transport of the goods at all times takes place at The Customer's expense and risk, including in the case of carriage paid delivery by a carrier to be designated by Components Express.
7. If The Customer does not take delivery of the goods or fails to do so on time, The Customer will be in default without further notice of default being required. In such case Components Express is entitled to store the goods at The Customer's cost and risk or to sell them to a third party at any price Components Express deems reasonable under the given circumstances. The Customer will still owe the full purchase price and delivery costs, without prejudice to the provisions contained elsewhere in these Terms and Conditions. If Components Express sells the goods to a third party, Components Express may decide to reduce the amount owed by The Customer with the net proceeds of the sale to that third party.
8. Necessary packaging will be calculated at cost price (plus any taxes or levies due) and will not be taken back unless explicitly agreed otherwise in writing. The necessity of the use of packaging is at Components Express's discretion.

Article 9. Retention of title

1. Delivery takes place under extended retention of title. All goods delivered by Components Express remain the property of Components Express under the condition precedent that The Customer has fulfilled all its payment obligations under all Agreements for the delivery of goods created between the parties (including obligations to pay interest or (collection) costs) or otherwise towards Components Express. As long as The Customer has not fulfilled its payment obligations, The Customer undertakes towards Components Express to treat the goods delivered with due care, to keep them insured and not to pledge, process, transfer or hand them over to third parties. In the case of non-fulfilment of this obligation, the entire purchase price involved in the Agreement will become immediately due and payable.
2. If The Customer fails to fulfil its obligations towards Components Express, Components Express has the right to immediately take back the goods of which ownership is retained. Insofar as necessary, The Customer will grant Components Express, at its first request, immediate access to buildings and/or sites of which The Customer is the owner or manager, so that Components Express can recover its property.
3. Payments made by The Customer are first and foremost, and as much as possible, attributed to claims by Components Express to which no retention of title applies.



4. During the period that the goods are subject to retention of title, The Customer shall keep and label the goods in such a way that they are clearly identifiable as Components Express's goods.

Article 10. Force majeure

1. If Components Express fails to fulfill its obligations as a result of force majeure, this shall not constitute a breach of the Agreement with The Customer and Components Express shall not be liable for any resulting loss or damages. Force majeure is taken to mean, among other things, in addition to what it is taken to mean in law and case law, all external causes, foreseen and unforeseen, on which Components Express cannot exert any influence, as a result of which the fulfilment of its obligations towards The Customer is completely or partially prevented or as a result of which the fulfilment of its obligations cannot reasonably be expected of Components Express, regardless of whether that circumstance was foreseeable at the time of the conclusion of the Agreement. These circumstances include: strike, lockout, fire, war, pandemic, extreme weather conditions, breakdown or failure of factories, machines, hardware and/or software, stagnation or other production problems by the suppliers of Components Express and/or measures of any government body (such as recall actions), as well as the absence of any government licence/permit to be obtained.
2. In the event of force majeure:
 - a. The Customer is not authorized to rescind the Agreement;
 - b. the fulfilment of Components Express's obligations will be suspended for the duration of the force majeure situation; and
 - c. The Customer is not entitled to any (damage) compensation, regardless of if Components Express could have some benefit as a result of the force majeure.
3. If any force majeure situation has lasted two (2) months, Components Express has the right to rescind the Agreement in writing in full or in part. If Components Express has partially fulfilled its obligation, it is entitled to a proportional part of the agreed price based on the work already carried out and the costs incurred.

Article 11. Industrial and intellectual property

1. Unless explicitly agreed otherwise in writing, Components Express retains the copyrights, patent rights and all other industrial and/or intellectual property rights to the goods sold, quotations made, designs provided, images, drawings, (test) models, formulas, software, etc. it has provided.
2. Unless explicitly agreed otherwise in writing, the rights to the information referred to in this Article remain the property of Components Express, regardless of whether costs have been charged to The Customer for the production of it.
3. All information, oral or written, provided by Components Express to The Customer remains the property of Components Express and may only be used by The Customer for the purpose for which it has been provided.
4. The Customer hereby grants to Components Express (to the extent necessary in advance) the royalty-free, unlimited, worldwide, non-transferable and non-exclusive license, with the right to sublicense, to use the intellectual property rights and trade secrets owned and/or licensed to The Customer to the extent necessary for the production and delivery of the goods to The Customer.
5. Components Express and The Customer agree that all intellectual property and trade secrets arising under and/or in connection with the Agreements between the parties shall vest in Components Express. In furtherance thereof, The Customer hereby assigns and transfers all rights in such intellectual property and trade secrets to Components Express, if and to the extent necessary in advance, and Components Express hereby accepts such assignment and transfer, if and to the extent necessary in advance.

Article 12. Liability on the part of The Customer

1. The Customer is responsible for the information provided by or on behalf of it, such as prescribed constructions,



materials and working methods or orders, directions and instructions given.

2. The Customer is liable for all damage resulting from errors in the above-mentioned information provided by it or resulting defects in goods, building materials, materials or auxiliary plant and equipment made available by it or prescribed by it.
3. The Customer indemnifies Components Express against claims of third parties with regard to damage as referred to above.
4. The consequences of the compliance (by Components Express or third parties) with statutory regulations or government decisions are for The Customer's account, regardless of whether the cause/necessity of such compliance is attributable to The Customer, Components Express or a third party. Components Express is not liable towards The Customer for damage resulting from the above-mentioned compliance and The Customer is obliged at Components Express's first request to cooperate with the above-mentioned compliance and to reimburse all damage and costs incurred by Components Express due to the above-mentioned compliance.
5. The Customer is liable for damage resulting from work performed or deliveries made by third parties by or on behalf of it.

Article 13. Liability on the part of Components Express

1. Components Express is not liable for any indirect damage of The Customer or a third party in connection with (the execution of) an Agreement, goods or services provided by Components Express, including consequential damages, incidental damages, punitive damages, exemplary damages, statutory damages, immaterial damages and/or business or environmental damages.
2. In case of faults or non-conforming products, Components Express shall only be bound to comply with what is described in Article 7 paragraph 3 of these Terms and Conditions. In addition to the foregoing, any liability for direct damage on the part of Components Express towards The Customer, for whatever reason, is limited per event (whereby a related series of events counts as one event) to the actual invoice amount paid by The Customer to Components Express for the relevant month in which the damage took place, excluding shipping costs, but is in any case limited to the amount for which Components Express is insured and its insurance actually pays out.
3. The exclusion of liability in this Article with regard to direct damage is not applicable, if the damage is caused by intent or gross negligence on the part of Components Express or its executive staff.
4. Unless the damage is caused by intent or gross negligence on the part of Components Express or its executive staff, The Customer will indemnify Components Express against all claims by third parties, directly or indirectly related to (the use of) the goods and will reimburse Components Express for all damage suffered by Components Express, including (legal) consultancy fees, as a result of such claims.
5. The Customer can only invoke the obligations, as ensuing from this Article, if it itself has fulfilled all its obligations towards Components Express.
6. Any right of claim of The Customer vis-a-vis Components Express for any reason whatsoever expires at the latest one year after delivery of the goods sold to The Customer.
7. The Customer shall indemnify and hold Components Express harmless from and against all actions, claims, demands, liabilities, losses, costs, fees (including fees for legal counsel and other outside advisors) and expenses suffered or incurred by or imposed upon or brought against Components Express by any third party, directly or indirectly in connection with: (i) the receipt, sale and use of the goods provided by Components Express (including, without limitation, in connection with product liability), and (ii) trade secrets and/or intellectual property rights of third parties.

Article 14. Suspension, offsetting and dissolution

1. The Customer is not entitled to suspend or offset its obligations.
2. In the following cases The Customer is in default by operation of law and Components Express has the right to rescind the Agreement - without any notice of default or judicial intervention being required - in full or in part out of court:



- a. if The Customer applies for bankruptcy or (provisional) suspension of payment, or if The Customer is declared bankrupt, a (provisional) suspension of payment is granted, or if The Customer is put under administration or guardianship by virtue of a statutory provision;
 - b. if The Customer transfers, liquidates, shuts down or ceases all or parts of its business or, at least, all or part of its activities;
 - c. if a change of control directly or indirectly occurs in respect of The Customer;
 - d. if a prejudgment attachment or execution order is made against The Customer; or
 - e. if Components Express has good reason to fear that The Customer will fail to fulfil its obligations.
3. In case of dissolution of the Agreement by Components Express on the basis of the previous paragraph, The Customer will owe Components Express a penalty of 50% of the purchase price (including shipping costs) and/or the contract sum, by operation of law and without prejudice to Components Express's right to claim damages.
4. Components Express is at all times entitled to demand security and/or advance payment from The Customer for the fulfilment by The Customer of its obligations under the Agreement. The Customer will comply with this on the first request. If The Customer does not provide any security, does not provide enough security, and/or does not pay in advance, Components Express is entitled to rescind the Agreement. In that case, The Customer is liable for all damage suffered by Components Express.

Article 15. Sanctions and export control

1. The Customer guarantees that it is not or has not been affected in any way by sanctions under (economic) sanctions legislation in force in the Netherlands (including the Dutch Sanctions Act 1977), the EU, the United Nations and/or the United States.
2. Customer warrants that it is not directly or indirectly participating, or has participated, in the importation or exportation (or alleged exportation or re-exportation) of goods, technology or services that constitute a violation or potential violation of such sanctions laws.
3. The Customer warrants that it does not produce or cause to be produced any goods subject to export control under export control legislation in force in the Netherlands, the EU, the United Nations and/or the United States, including but not limited to military goods, dual-use goods, sanctioned goods, strategic services and torture goods and services. If The Customer does produce or cause to be produced such goods, The Customer must (i) have a valid export license required for that purpose and (ii) obtain the prior written consent of Components Express (which consent Components Express is not required to give, and if given, may be revoked at any time).
4. The Customer agrees that it will not resell, export or dispose of any goods or product obtained from Components Express into any country or to any entity in violation of any such export control regulations or sanctions laws.
5. The Customer indemnifies the Components Express for any (reputational) damage that would result from a violation by The Customer of the provisions of this article.

Article 16. Applicable law and disputes

1. The Agreement, the Terms and Conditions (including the provisions in this Article) and all non-contractual obligations arising therefrom or related thereto shall be governed by the laws of the state of Illinois without regard to principles of conflict of laws.
2. All disputes arising out of or in connection with the Terms and Conditions and all Agreements, including, but not limited to, all disputes concerning the existence or validity of the Terms and Conditions and Agreements (and this Article of the Terms and Conditions), and all non-contractual obligations arising out of or in connection with the Terms and Conditions and Agreements, shall be subject to the exclusive jurisdiction of the state and federal courts located in the state of Illinois, without prejudice to the right of appeal.