

**GENERAL SALES AND DELIVERY TERMS
OF SATROTEC AG, 8193 Eglisau, Switzerland
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1. Conclusion of Contract, Validity of the Sales and Delivery Terms

- 1.1. The contract is concluded with the receipt of the written acknowledgement of the supplier that the order has been accepted (order confirmation). Offers that do not contain acceptance periods are not binding.
- 1.2. These Sales and Delivery Terms are binding if they have been accepted as applicable in the offer or in the order confirmation. Other conditions set by the customer are only valid insofar as they have been explicitly accepted in writing by the supplier.

2. Obligation to deliver

- 2.1. The supplier's obligation to deliver only applies insofar as the customer is creditworthy. Later findings to the contrary will entitle the supplier to withdraw from the contract.
- 2.2. The supplier is entitled to withdraw from the contract in the case of any unforeseen price increases by suppliers of raw materials and auxiliary materials.
- 2.3. No damage compensation claims whatsoever against the supplier will arise for the customer as a result of the withdrawal from the contract according to Sections 2.1. and 2.2.

3. Scope of deliveries, tolerances, standards

- 3.1. The deliveries by the supplier have been listed definitively in the order confirmation, including any appendices to this.
- 3.2. In the case of special manufacture, the supplier reserves the right of a delivery quantity tolerance of +/- 10% against the ordered quantity (number of units, yardage, weight).
- 3.3. The relevant standards (i.e., ISO, CEN, DIN, VSM) for the condition of the goods and measurement and quantity tolerances will apply insofar as applicable.

4. Brochures, catalogues, operator instructions

- 4.1. Brochures, catalogues and operator instructions are not binding unless otherwise agreed. The information in brochures, catalogues and operator instructions is only binding insofar as it has been guaranteed in writing.

5. Prices, taxes, packaging and freight costs

- 5.1. The delivery takes place subject to the prices and conditions determined and agreed between the parties. All prices are net ex-works Dielsdorf, in Swiss Franks, exclusive of value added tax and without packaging.
- 5.2. The supplier reserves the right to make an appropriate adaptation to the prices in the case of:
- Considerable changes in the cost factors;
- If the scope of the agreed delivery has been changed;
- If the material or the execution have undergone changes due to the fact that the information provided by the customer was not in accordance with the actual conditions, or was incomplete.
- 5.3. The packaging will be invoiced separately by the supplier, and cannot be returned. If it is marked to be the property of the supplier, however, it must be returned to the point of departure by the customer free of charge. Installation work will be invoiced separately by the supplier.
- 5.4. All additional expenses for freight, insurance, export, transit, import and other authorizations will be charged to the customer. The customer will also bear the cost of all manner of taxes, levies, charges, customs duties and the like that are raised in the context of the contract, or he must reimburse them to the supplier against relevant proof, if the latter had thereby become liable to pay these.

6. Payment conditions

- 6.1. In the absence of any another agreement, the price will be payable net within 30 days following receipt of the delivery at the domicile of the supplier, without deduction of discounts, expenses, taxes, levies, charges, customs duties and the like. In the case of special manufacture (tools, plant), the factory price is payable as follows: 1/3 with the order, 1/3 at presentation of the first sample, 1/3 on acceptance.
- 6.2. In the case of default of payment, interest on arrears must be paid at a rate that lies at least 4% above the current discount rate of the Swiss National Bank. The supplier reserves the right to offset the settlement of charges and to enforce further damages. In addition, in the case of default of payment, the supplier is entitled to withdraw from the contract and to claim compensation for damages. Further rights of the supplier arising from the contract with the customer are reserved.

7. Retention of ownership

- 7.1. The supplier remains the owner of all his deliveries until he has received full payment according to the contract. Ownership of all delivered goods is only

transferred to the customer when all claims of the supplier, including secondary claims, have been settled and any current account balances have been paid. This also applies in the case that the customer pays for certain deliveries that he has indicated.

8. Delivery period

- 8.1. The delivery period starts with the conclusion of the contract. It has been complied with if the "Ready for dispatch" notice is sent to the customer before to the end of this term. A pre-condition for the compliance with the term of delivery is that the customer has complied with the obligations of the contract.
- 8.2. The period of delivery will be accordingly extended,
- if the information required by the supplier in order to be able to comply with the contract is not received in time, or if the customer makes modifications at a later date, thereby causing a delay in the deliveries;
- if obstacles arise that the supplier is unable to avert, despite the use of all due care, regardless of whether they arise at the customer or at a third party. Such obstacles could, for example, be epidemics, mobilization, war, insurgency, considerable interruptions of operation, accidents, labour conflicts, delayed or faulty delivery of the required raw materials, semi-finished or finished products, rejection of important machined parts, measures and omissions by the authorities, natural events;
- if the customer or third parties are behind with the work to be carried out by them, or if they are in default with their contractual obligations, in particular if the customer does not comply with the payment conditions.
- 8.3. No claims for compensation for damage will arise for the customers as the result of a delayed delivery, and the customer will not be entitled to withdraw from the contract. This limitation does not apply in the case of illegal intent or gross negligence on the part of the supplier; It does, however, apply also for illegal intent or gross negligence on the part of auxiliary persons.

9. Transfer of benefits and risks

- 9.1. The benefits and risks are transferred to the customer at the latest with the departure of the ex-works delivery ready for dispatch.
- 9.2. If the dispatch is delayed at the request of the customer, or for other reasons that do not fall under the responsibility of the supplier, the risk will be transferred to the customer at the point in time that was originally stipulated for the ex-works delivery. From that point in time onwards, the deliveries are stored and insured at the cost and risk of the customer.

10. Dispatch, transportation and insurance, installation

- 10.1. Transportation takes place at the cost and risk of the customer. Complaints in connection with the dispatch or transport must be immediately reported by the customer to the last carrier upon receipt of the delivery or the freight documents. The insurance against any type of damage is the responsibility of the customer.
- 10.2. If the supplier must carry out the installation work himself, the customer will be obliged to carry out all the preparatory work in good time and at his own cost. The customer is exclusively liable for damage arising during installation work, insofar as there is no illegal intent or gross negligence on the part of the supplier.

11. Inspection and acceptance of the deliveries

- 11.1. Immediately upon receipt, the customer must check the delivery thoroughly and report any defects to the supplier in writing within 8 days following receipt of the delivery. Should he fail to do so, the delivery will be considered to have been accepted. If hidden defects are not discovered and reported in writing to the supplier at the latest within 6 months following receipt of the delivery, the delivery will also be considered as having been accepted.
- 11.2. Acceptance of the delivery is also deemed to have taken place,
- if the customer refuses acceptance without being entitled to this;
- as soon as the customer makes use of the delivery, processes it, or re-sells it unchanged.
- 11.3. The customer has no rights or claims as a result of defects to deliveries, except for those explicitly referred to in Section 12 (Guarantee, Liability for defects).

12. Guarantee, Liability for defects

- 12.1. Exclusion of the guarantee
The guarantee obligation of the supplier is cancelled if the customer or a third party improperly store, use, process or modify the delivered products, or, in the case in which a defect has occurred, if the customer has not immediately taken suitable measures to limit the damage.
- 12.2. Liability for material defects and defects in execution
Upon the written request of the customer, the supplier will be obliged to replace free of charge all parts of the delivery that are shown to be defective or unusable as a result of defective material or faulty manufacture, and to take back any defective deliveries free of charge. The customer is not entitled to any further claims, and, in particular, claims for compensation of damage. If the customer has processed the defective products delivered by the supplier further with the aim of preventing further damage, he is merely entitled to claim an appropriate reduction of the purchase price.

12.3. Liability for guaranteed properties

Guaranteed properties are only those that have been explicitly described as such in the order confirmation or in the specifications. If the guaranteed properties have not been fulfilled, or have only been fulfilled in part, the customer will be entitled to immediate repair by the supplier. In order to be able to do so, the customer must allow the supplier the required time and opportunity.

12.4. Exclusions of the liability for defects

Any damage that is not shown to have arisen as a result of defective material or faulty execution, but is, for example, a result of natural wear and tear, improper storage, further processing, excessive demands, or other causes for which the supplier cannot be held responsible, will be excluded from the guarantee and liability of the supplier.

12.5. Deliveries and performance of sub-contractors

The supplier only takes on the guarantee for deliveries and performance of sub-contractors within the context of the guarantee obligations of the sub-contractor in question.

12.6. Exclusivity of the guarantee claims

The customer has no legal claims as a result of defects in material or execution, or for the absence of guaranteed properties, other than those explicitly referred to in Sections 12.1. to 12.5.

12.7. Liability for secondary obligations

In the case of claims by the customer with regard to poor consultation or the like, or with regard to a breach of any secondary obligations, the supplier will only be liable in the case of illegal intent or gross negligence.

13. Re-sale, further processing

- 13.1. The customer who re-sells the products delivered by the supplier, either following further processing or unchanged, is obliged to, test the products for their possibilities for use and their freedom from defects at his own exclusive responsibility. In the case of re-sale and further processing, the supplier explicitly rejects any liability for defects in material and manufacture, and for the guaranteed properties. If a claim is made on the supplier or his sub-contractor by a third party with regard to defects in the material and manufacture, the absence of guaranteed properties or other grounds, the supplier may exercise a right of recourse on the customer.
- 13.2. If the industrial property rights of third parties are infringed through use, re-sale or further processing, the exclusive liability will lie with the customer in such cases. If a claim is made on the supplier in such cases by a third party, the supplier may exercise a right of recourse on the customer.

14. Exclusion of further liabilities of the supplier

- 14.1. All cases of infringements of the contract and their legal consequences, as well as any claims by the customer, regardless of the legal ground on which they arose, have been conclusively regulated by these conditions. In particular, any claims that have not been explicitly mentioned, i.e., for compensation for damage, reductions, cancellation of the contract, or withdrawal from the contract, are excluded.

Under no circumstances will the customer be entitled to claim compensation for damage that has not arisen from the object of delivery itself, such as production stoppages, loss of benefits, loss of orders, lost profits, and other indirect or direct damages. This exclusion of liability does not apply for illegal intent or gross negligence on the part of the supplier; it does, however, apply also for illegal intent or gross negligence on the part of temporary labour. This exclusion of liability is not applicable if prohibited by contrary statutory jurisdiction.

15. Moulds and tools

- 15.1. Moulds and tools for the manufacturing of ordered products will remain the property of the supplier, even in the case of participation in the costs by the customer, and will not be handed over to the customer. The supplier undertakes to carefully store these items and use them exclusively for the customer. Costs arising from use and wear and tear will be invoiced to the customer. The retention period after they have last been used is 5 years.

16. Supplier's right of recourse

- 16.1. If third parties are damaged through the actions or omissions of the customer or his auxiliary personnel, and a claim is made on the supplier as a result, the latter may exercise a right of recourse on the customer.

17. Place of jurisdiction and applicable law

- 17.1. **The place of jurisdiction for the customer and the supplier is the seat of the supplier. The supplier has, however, the right to prosecute the customer at his seat.**
- 17.2. **The legal relationship is subject to Swiss law.**