

General conditions of contract for the supply of plant and machinery

2016

1. General

- 1.1 The contract shall be deemed to have been entered into upon receipt of the supplier's written acknowledgement stating acceptance of the order. Tenders which do not stipulate an acceptance period shall not be binding.
- 1.2 These general conditions of supply shall be binding if declared applicable in the tender or in the order acknowledgement. Any conditions stipulated by the customer which are in contradiction to these general conditions of supply shall only be valid if expressly acknowledged by the supplier in writing.
- 1.3 All agreements and legally relevant declarations of the contracting parties must be in writing in order to be valid. Declarations in text form which are transmitted by or recorded on electronic media will be equated with written declarations when specifically so agreed by the parties.
- 1.4 Should a provision of these general conditions of supply prove to be wholly or partly invalid, the parties shall jointly seek an arrangement which has a legal and economic effect as similar as possible to the invalid provision.

2. Scope of supplies and services

The supplies and services are exhaustively specified in the order acknowledgement and in appendices thereto. The supplier shall be entitled to make any changes which lead to improvements provided such changes do not result in a price increase.

3. Plans and technical documents

- 3.1 Unless otherwise agreed, brochures and catalogues are not binding. Data in technical documents are only binding if they have been expressly stipulated as such.
- 3.2 Each party retains all rights to plans and technical documents provided to the other. The party receiving such documents recognises these rights and shall – without previous written consent of the other party – not make these documents available to any third party, either in whole or in part, nor use them for purposes other than those for which they were handed over.

4. Regulations in force in the country of destination and safety devices

- 4.1 The customer shall, at the latest when placing the order, draw the attention of the supplier to the standards and regulations applicable to the execution of the supplies and services, to the operation of the plant as well as to the health and safety of personnel.
- 4.2 Unless otherwise agreed in accordance with Clause 4.1, the supplies and services shall comply with the regulations and standards at the supplier's place of business. Additional or other safety devices shall be supplied to the extent as having been expressly agreed upon.

5. Prices

- 5.1 Unless otherwise agreed, all prices shall be deemed to be net ex works, excluding packing, in freely available Swiss francs without any deductions whatsoever.

Any and all additional charges, such as, but not limited to, freight charges, insurance premiums, fees for export, transit, import and other permits, as well as for certifications, shall be borne by the customer. Likewise, the customer shall bear any and all taxes, fees, levies, customs duties and the like as well as the related administrative costs which are levied out of or in connection with the contract or its fulfilment. If such costs, taxes etc. are charged to the supplier or to persons employed or appointed by the supplier to perform any of his obligations, they shall be refunded by the customer upon presentation of the receipts.

- 5.2 The supplier reserves the right to adjust the prices in case the wage rates or the raw material prices vary between the submission of the tender and the contractually agreed performance. In addition, an appropriate price adjustment shall apply in case
 - the delivery time has been subsequently extended due to any reason stated in Clause 8.3, or
 - the nature or the scope of the agreed supplies or services has changed, or
 - the material or the execution has undergone changes because any documents furnished by the customer were not in

- conformity with the actual circumstances, or were incomplete, or
- an amendment has been made to laws, regulations or the principles of interpretation or application.

6. Terms of payment

- 6.1 Payments shall be made by the customer at the supplier's domicile according to the agreed terms of payment, without any deduction for cash discount, expenses, taxes, levies, fees, duties, and the like.

Unless otherwise agreed, the price shall be paid in the following instalments:

Payment shall be deemed to be effected when Swiss francs have been made freely available to the supplier at the supplier's domicile. If payment by bills of exchange or Letter of Credit is agreed, the customer shall pay the cost of discounting such bills, bill of exchange taxes and collection charges and the cost of issuing, notifying and confirming the Letter of Credit.

- 6.2 The dates of payment shall also be observed if transport, delivery, installation, commissioning or taking over of the supplies or services is delayed or prevented due to reasons beyond supplier's control, or if unimportant parts are missing, or if post-delivery work is to be carried out which does not prevent the supplies from being used.
- 6.3 If the advance payment or the contractually agreed securities are not provided in accordance with the terms of the contract, the supplier shall be entitled to adhere to or to terminate the contract, and shall in both cases be entitled to claim damages.

If the customer, for any reason whatsoever, is in delay with a further payment, or if the supplier is seriously concerned that he will not receive payments in total or in due time because of circumstances having taken place since entering into the contract, the supplier, without being limited in his rights provided for by law, shall be entitled to refuse further performance of the contract and to retain the supplies ready for dispatch until new terms of payment and delivery will have been agreed and until the supplier will have received satisfactory securities. If such an agreement cannot be reached within a reasonable time, or if the supplier does not receive adequate securities, the supplier shall be entitled to terminate the contract and to claim damages.

- 6.4 If the customer does not adhere to the agreed terms of payment, he shall be liable, without reminder, for interest with effect from the agreed date on which the payment was due at a rate depending on the terms prevailing at the customer's domicile, but not less than 4 per cent over the current 3-month CHF-LIBOR target. The right to claim further damages is reserved.

7. Reservation of title

The supplier shall remain the owner of all supplies until he has received the full payments in accordance with the contract.

The customer shall cooperate in any measures necessary for the protection of the supplier's title. In particular, upon entering into the contract he authorises the supplier to enter or notify the reservation of title in the required form in public registers, books or similar records, all in accordance with the relevant national laws, and to fulfil all corresponding formalities, at the customer's expense.

During the period of the reservation of title, the customer shall, at his own cost, maintain the supplies and insure them for the benefit of the supplier against theft, breakdown, fire, water and other risks. He shall further take all measures to ensure that the supplier's title is in no way compromised or rescinded.

8. Delivery time

- 8.1 The delivery time shall start as soon as the contract is entered into, all official formalities such as, but not limited to, import, export, transit and payment permits have been completed, payments due with the order have been made, any agreed securities given and the main technical points settled. The delivery time shall be deemed to be observed if by that time the supplier has sent a notice to the customer informing him that the supplies are ready for dispatch.

- 8.2 Compliance with the delivery time is conditional upon the customer's fulfilment of his contractual obligations.

- 8.3 The delivery time shall be reasonably extended:

- a) if the information required by the supplier for the performance of the contract is not received in time, or if the customer subsequently changes it thereby causing a delay in the delivery of the supplies or services;
- b) if hindrances occur which the supplier cannot prevent despite exercising the required care, regardless of whether they affect the supplier, the customer or a third party. Such hindrances include, but shall not be limited to, epidemics, mobilisation, war, civil war, acts of terrorism, riots, political unrest, revolutions, sabotage, serious breakdown in the works, accidents, labour conflicts, late or deficient delivery by subcontractors of raw materials, semifinished or finished products, the need to scrap important work pieces, actions or omissions by any authorities or state or supranational bodies, embargoes, unforeseeable transport problems, fire, explosion, natural catastrophes;
- c) if the customer or a third party is behind schedule with work he has to execute, or with the performance of his contractual obligations, in particular if the customer fails to observe the terms of payment.

- 8.4 The customer shall be entitled to claim liquidated damages for delayed delivery insofar as it can be proven that the delay has been caused through the fault of the supplier and that the customer has suffered a loss as a result of such delay. If substitute material can be supplied to accommodate the customer, the latter is not entitled to any damages for delay.

Damages for delayed delivery shall not exceed 0.5 per cent for every full week's delay and shall in no case whatsoever

altogether exceed 5 per cent of the contract price of the part of the supplies in delay. No damages at all shall be due for the first two weeks of delay.

After reaching the maximum liquidated damages for delayed delivery, the customer shall grant the supplier a reasonable extension of time in writing. If such an extension is not observed for reasons within the supplier's control, the customer shall have the right to reject the delayed part of the supplies or services. If a partial acceptance is economically not justified on the part of the customer, the latter shall be entitled to terminate the contract and to claim refund of the money already supplied, but does not apply to persons employed or appointed by the supplier to perform any of his obligations.

9. Packing

Packing shall be charged for separately by the supplier and shall not be returnable. However, if it is declared as the supplier's property, it shall be returned by the customer, carriage paid, to the place of dispatch.

10. Passing of benefit and risk

- 10.1 The benefit and the risk of the supplies shall pass to the customer by the date of their leaving the works at the latest.
- 10.2 If dispatch is delayed at the request of the customer or due to reasons beyond supplier's control, the risk of the supplies shall pass to the customer at the time originally foreseen for their leaving the works. From this moment on, the supplies shall be stored and insured on the account and at the risk of the customer.

11. Forwarding, transport and insurance

- 11.1 The supplier shall be notified in good time of any special requirements regarding forwarding, transport and insurance. Transportation shall be at the customer's expense and risk.
- 11.2 Objections regarding forwarding or transport shall be immediately submitted by the customer to the last carrier upon receipt of the supplies or of the shipping documents.
- 11.3 The customer shall be responsible for taking out insurance against damage of any kind.

12. Inspection and taking-over of the supplies and services

- 12.1 As far as being normal practice, the supplier shall inspect the supplies and services before dispatch. If the customer requests further testing, this has to be specially agreed upon and paid for by the customer.
- 12.2 The customer shall inspect the supplies and services within a reasonable period of time and shall immediately notify the supplier in writing of any deficiencies. If the customer fails to do so, the supplies and services shall be deemed to have been taken over.
- 12.3 If the supplier has been notified of deficiencies in accordance with Clause 12.2, he shall remedy them as soon as possible, and the customer shall give the supplier the possibility to do so. After remedy of such deficiencies, a taking-over test in accordance with Clause 12.4 will be carried out at the request of the customer or the supplier.
- 12.4 Subject to Clause 12.3, the execution of a taking-over test as well as the stipulation of the conditions related thereto require a special agreement. In the absence of such an agreement the following shall apply:
 - The supplier shall advise the customer of the execution of the taking-over test in good time so that the customer or his representative can attend.
 - A taking-over report shall be prepared which shall be signed by both the customer and the supplier or by their representatives. Such report shall either state that the taking-over has taken place, or that it has taken place under reservations, or that the customer has refused it. In the last two cases, the deficiencies shall be listed individually in the report.
 - In case of insignificant deficiencies, in particular those which do not substantially hinder the efficient functioning of the supplies or services, the customer shall not be entitled to refuse taking-over of the supplies or services and refuse to sign the taking-over report. The supplier shall remedy such deficiencies without delay.
 - In case of significant deviations from the contract or serious deficiencies, the customer shall give the supplier the possibility to remedy these within a reasonable time. Thereafter, a further taking-over test shall take place.

If during this test significant deviations from the contract or serious deficiencies appear again, the customer shall be entitled to claim either a price reduction or an indemnity or other compensation from the supplier, provided this has been agreed beforehand. If, however, the deviations and deficiencies which appear during the test are of such significance that they cannot be remedied within a reasonable time and provided the supplies and services cannot be

used for their specified purpose, or such use is considerably impaired, then the customer shall be entitled to refuse taking-over of the defective part or, if partial taking-over is economically not justified, to terminate the contract. In this case, the supplier can only be held liable for reimbursing the sums which have been paid to him for the parts affected by the termination. Taking-over shall also be deemed completed

- 12.5 Deficiencies of any kind in supplies or services shall not entitle the customer to any rights and claims other than those expressly stipulated in Clauses 12.4 and 13 (guarantee, liability for defects).

13. Guarantee, liability for defects

13.1 Guarantee period

The guarantee period is 12 months, or 6 months in case of a multi-shift system. It starts when the supplies leave the works or at the taking-over of the supplies and services should such taking-over have been agreed upon beforehand, or, if the supplier undertakes the installation, upon completion thereof. If dispatch, taking-over or installation are delayed due to reasons beyond supplier's control, the guarantee period shall end not later than 18 months after supplier's notification that the supplies are ready for dispatch.

For replaced or repaired parts the guarantee period starts anew and lasts 6 months from the replacement or completion of the repair or taking-over, but not longer than the expiry of a period double the guarantee period stipulated in the preceding paragraph.

The guarantee expires prematurely if the customer or a third party undertakes modifications or repairs or if the customer, in case of a defect, does not immediately take all appropriate steps to mitigate the damage and give the supplier the possibility to remedy the defect.

13.2 Liability for defects in material, design and workmanship

Upon the written request of the customer, the supplier may choose to repair or replace as quickly as possible any parts of the supplies which, before the expiry of the guarantee period, are proven to be defective due to bad material, faulty design or poor workmanship. Replaced parts shall become the supplier's property if he does not explicitly renounce this. Under restriction of proportionality, the supplier shall bear the costs of remedying the defective parts provided that they do not exceed the customary costs of transport, personnel, travelling, accommodation, dismantling and reassembly of the defective parts.

13.3 Liability for express warranties

Express warranties are only those which have been expressly specified as such in the order acknowledgment or in the specifications. An express warranty is valid until the expiry of the guarantee period at the latest. If a taking-over test has been agreed, the warranty shall be deemed to have been fulfilled as soon as the test results prove the relevant characteristics.

If the express warranties are not or only partially achieved, the customer may first of all require the supplier to carry out the improvements immediately. The customer shall give the supplier the necessary time and possibility to do so.

If these improvements fail completely or in part, the customer may claim compensation as agreed beforehand for such case, or, if such an agreement has not been made, a reasonable reduction of price. If, however, the defects are of such significance that they cannot be remedied within a reasonable time and provided that the supplies and services cannot be used for their specified purpose, or if such use is considerably impaired, then the customer shall be entitled to refuse acceptance of the defective part or, if partial acceptance is economically not justified for him and he communicates this immediately, to terminate the contract. In this case the supplier can only be held liable for reimbursing the sums which have been paid to him for the parts affected by the termination.

13.4 Exclusions from the liability for defects

All deficiencies which cannot be proven to have their origin in bad material, faulty design or poor workmanship, e.g. those resulting from normal wear, improper maintenance, failure to observe the operating instructions, excessive loading, use of any unsuitable material, influence of chemical or electrolytic action, building or installation work not undertaken by the supplier, or resulting from other reasons beyond supplier's control are excluded from the supplier's guarantee and liability for defects.

13.5 Supplies and services of subcontractors

For supplies and services of subcontractors requested by the customer, the supplier assumes the guarantee and liability for defects, only to the extent of the subcontractors' guarantee and liability obligations.

13.6 Exclusivity of guarantee claims

With respect to any defective material, design or workmanship as well as to any failure to fulfil express warranties, the customer shall not be entitled to any rights and claims other than those expressly stipulated in Clauses 13.1 to 13.5.

If the customer reports a defect and no defect is found for which the supplier is liable, the customer is responsible for compensating the supplier for the work undertaken and other expenses and costs.

13.7 Liability for additional obligations

The supplier is only liable for unlawful intent or gross negligence for claims arising out of inadequate advice and the like or out of breach of any additional obligations.

14. Non-performance, bad performance and their consequences

- 14.1 In all cases of bad performance or non-performance not expressly covered by these general conditions of supply, in particular if the supplier, without valid reasons, starts the execution of the supplies and services so late that punctual completion is unlikely to be foreseen, or if execution contrary to the terms of the contract can be clearly foreseen due to supplier's fault, or if the supplies and services have been executed contrary to the terms of the contract due to supplier's fault, then the customer shall be entitled to grant a reasonable additional period for the supplies or services affected thereby by simultaneously warning to terminate the contract in case of non-compliance. If such additional period lapses due to supplier's fault, the customer shall be entitled to terminate the contract with respect to the supplies or services executed, or certain to be executed, contrary to the terms of the contract, and to claim a refund of the payments already made for such supplies or services.
- 14.2 In such case, Clause 19 shall apply with regard to any claims for damages on the part of the customer and with regard to the exclusion of any further liability, and any claim for damages shall be limited to 10 per cent of the contract price for the supplies and services affected by the termination.

15. Termination of the contract by the supplier

The contract shall be adapted appropriately, if unforeseen events considerably change the economic effect or the content of the supplies or services or considerably affect the activities of the supplier, or if performance subsequently becomes impossible. If such an adaptation is economically not justifiable, the supplier shall be entitled to terminate the contract or the parts affected thereby.

If the supplier wishes to terminate the contract he shall – after having recognised the consequences of the event – immediately inform the customer; this applies even if an extension of the delivery time has been agreed beforehand. In case of termination of the contract, the supplier shall be entitled to payment of those parts of the supplies and services which have already been carried out. Claims for damages on the part of the customer because of such termination are excluded.

16. Export control

The customer recognises that the supplies may be subject to Swiss and/or foreign legal provisions and regulations on export control and are not allowed to be sold, leased or otherwise transferred or used for a purpose other than the agreed without an export or reexport permit of the competent authority. The customer undertakes to comply with such provisions and regulations. He is aware that these may change and that they apply to the contract in the current valid wording.

17. Data protection

The supplier is entitled to process the personal data of the customer in order to perform the contract. Furthermore, the customer consents in particular to the supplier transmitting such data to third parties in Switzerland and abroad for the purpose of performing and maintaining the business relationships between the parties.

18. Software

If the supplies and services delivered by the supplier include software, the customer is granted a non-exclusive right of use of the software together with the delivery item, unless otherwise agreed. The customer is not entitled to copy (except for archival purposes, troubleshooting or to replace faulty data carriers) or to edit the software. In particular, the customer may not disassemble, decompile, decrypt or reverse engineer the software without the prior written consent of the supplier. In case of infringement, the supplier may withdraw the right of use. For third-party software, the conditions of use of the licensor apply, and the licensor, as well as the supplier, may also assert a claim in the event of infringement.

19. Exclusion of further liability on the supplier's part

All cases of breach of contract and the relevant consequences as well as all rights and claims on the part of the customer, irrespective on what ground they are based, are exhaustively covered by these general conditions of supply. In the event that claims of the customer in relation to or in connection with the contract or the breach thereof should exist, the total amount of such claims is restricted to the price paid by the customer. In particular, any claims not expressly mentioned for damages, reduction of price, termination of or withdrawal from the contract are excluded. In no case whatsoever shall the customer be entitled to claim damages other than compensation for the costs of remedying defects in the supplies. This in particular refers, but shall not be limited, to loss of production, loss of use, loss of orders, recall costs, loss of profit and other direct or indirect or consequential damage. Liability is also excluded for compensation claims from third parties

against the customer for infringements of intellectual property rights.

20. Jurisdiction and applicable law

20.1 The place of jurisdiction for both the customer and the supplier shall be at the registered office of the supplier.

The supplier shall, however, be entitled to sue the customer at the latter's registered address.

20.2 The contract shall be governed by Swiss substantive law.

General Conditions of Maintenance and Repair

2017

1. Scope

These Conditions apply to the performance of maintenance, repair, modification and recommissioning works (hereafter referred to as «Services») within the commercial and industrial sector.

2. Scope of Services

The scope of the Services shall be indicated in the Order Confirmation provided by the Contractor or in the contract relating to the Services (both referred to hereafter as the «Contract»).

3. General

- 3.1 The Contract shall be concluded upon receipt of written confirmation from the Contractor of its acceptance of the order (Order Confirmation) or by virtue of acceptance of the Services.
- 3.2 These Conditions shall be binding if declared to be applicable in the offer or in the Order Confirmation. Any conditions of the Customer which are in contradiction to these Conditions shall only be valid if expressly accepted in writing by the Contractor.
- 3.3 All agreements and legally relevant declarations of the contracting parties must be in writing in order to be valid.
- 3.4 Should any Clause contained in these Conditions prove to be invalid in full or in part, the contracting parties shall replace this Clause by a new stipulation that is as close as possible to the legal and economic effect of the invalid Clause.

4. Information relating to the Services

Each contracting party retains all rights to the information that is used in relation to the Services, such as plans, technical documentation, software etc.

5. Rights and obligations of the Customer

- 5.1 The Customer shall inform the Contractor of any irregularities, damage or defects affecting the object to which the Services relate.
- 5.2 The Customer shall provide the Contractor with the technical documentation that is necessary for or conducive to the provision of the Services. If the Contractor requests additional technical documentation, the Customer shall procure it.
- 5.3 If the Services are performed on the premises of the Customer, the Customer shall provide the personnel of the Contractor with safe and suitable workshops and, if necessary, ensure the availability of a specialist free of charge and guarantee safe access to the object to which the Services relate (including the necessary rights of way).
- 5.4 If the Services are performed on the premises of the Contractor, the Customer shall arrange disassembly and assembly in addition to transportation in accordance with the instructions of the Contractor.
- 5.5 The Customer shall procure spare parts in a timely manner and make them available to the personnel of the Contractor, unless the Contractor is obliged to deliver spare parts according to the Order Confirmation.
- 5.6 The Customer shall inform the Contractor in writing of any provisions or standards that must be complied with regarding object to which the Services relate as well as any circumstances that require special consideration to be given to it or to third parties. Unless otherwise agreed, the Services shall be compliant with the provisions and standards applicable at the registered office of the Contractor.
- 5.7 The Customer shall, at the latest when placing the order, inform the Contractor in writing of any provisions or standards that are applicable to the Services and to preventing of disease and accidents. The Customer shall take suitable measures to ensure health and safety at work, shall provide reasonable support in the event of accident or illness affecting personnel and shall document any safety instructions issued.

6. Rights and obligations of the Contractor

- 6.1 The Contractor shall provide the Services in a professional manner by qualified personnel or third parties as subcontractors.
- 6.2 The Contractor shall inspect the object to which the Services relate (inspection) in order to determine the cost in terms of time and materials. Any services ascertained that extend beyond the agreed Services shall be performed by the Contractor subject to agreement with the Customer.
- 6.3 The Contractor shall perform the Services at its choice on the premises of the Customer or in its own workshops.
- 6.4 The Contractor shall be entitled to carry out a risk assessment and a safety control prior to the commencement of the Services and to refuse or suspend the Services at any time in the event that the safety of personnel is not guaranteed or the Customer does not comply with its obligations.
- 6.5 The Contractor shall present a service report to the Customer concerning the Services performed.

7. Reservation Notice

Inspections and notices by the Contractor to the Customer or its representative concerning the condition, operational readiness, safety, serviceability etc. of the object to which the Services relate and the expression of any opinions that are at odds with the instructions, measures etc. by the Customer are deemed to be reservation notices and shall release the Contractor from its liability.

8. Completion period

8.1 Unless otherwise agreed, all statements relating to completion periods shall be based on estimates and shall be non-binding. Any agreement to a binding completion period is conditional upon full information concerning the scope of the Services.

8.2 Any binding completion period shall be reasonably extended:

- if the information required by the Contractor for the performance of the Services is not received in time, or if the Customer subsequently changes it; or
- if the Customer fails to comply with its obligations under the Contract, or fails to do so in time, including in particular the obligations set forth in Clause 5 or the payment obligations under Clause 10; or
- if hindrances occur that the Contractor cannot prevent despite exercising the required care, regardless of whether they affect the Contractor, the Customer or a third party. Such hindrances include, but shall not be limited to, epidemics, mobilisation, war, civil war, acts of terrorism, riots, political unrest, revolutions, sabotage, serious breakdown in the works, accidents, labour conflicts, late or deficient delivery by subcontractors of materials required, actions or omissions by any authorities, governmental or supranational bodies, travel advices of authorities, embargos, unforeseeable transport problems, fire, explosion or natural catastrophes.

8.3 In the event that the Contractor fails to comply with a binding completion period due to reasons for which it is at fault and loss is caused to the Customer, the Customer may claim liquidated damages of 0.5% for each full week of delay, up to a maximum of 5%. Liquidated damages for delayed performance shall be calculated on the basis of the price of the Services pertaining to the part of the plant that cannot be promptly placed into service as a result of the delay. Further claims or rights on account of the delay, including in particular the right to claim additional damages, shall be excluded.

After the maximum amount of liquidated damages has been reached, the Customer shall set a reasonable grace period for the Contractor in writing. If the Contractor fails to comply with this grace period due to reasons for which it is at fault, the Customer may refuse to accept the delayed element of the Services, terminate the Contract in respect thereof and claim back any payments already made in relation to the Services concerned prior to termination.

8.4 A binding completion period shall be deemed to have been complied with in the event that, notwithstanding the absence of parts or the need for additional work, proper operation is possible or is not impaired.

8.5 If a specific completion date is agreed instead of a completion period, this date shall correspond to the last day of a completion period. Clauses 8.1 to 8.5 apply by analogy.

8.6 The Customer shall have no further rights or claims in respect of any delay in performance of the Services other than those expressly specified in this Clause. This limitation does not apply to unlawful intent or gross negligence on the part of the Contractor.

9. Prices

9.1 Unless otherwise agreed, the Services shall be invoiced on a time and materials basis according to the rates charged by the Contractor. This shall apply in particular also to technical documentation, reports, expert appraisals, evaluations of measurements and examinations that are to be carried out in relation to the Contract. Material costs shall also include the costs for the usage of special tools and equipment along with consumable and incidental material.

Travelling time, a reasonable period of time for preparation and follow-up time shall also be regarded as working time. The Customer shall sign the service report in accordance with Clause 6.5. If the Customer fails to sign the service report without reason or does not do so in time, the records kept by the Contractor's personnel shall be used as a basis for invoicing.

9.2 Unless otherwise agreed, transportation, disassembly, assembly, installation and the like shall be carried out at the cost and risk of the Customer.

9.3 The Contractor shall invoice the Customer for travelling, transportation, accommodation (daily allowance) and other costs at cost.

9.4 Unless otherwise agreed, all prices shall be net prices in freely available Swiss francs without any deductions.

Any and all additional costs, such as, but not limited to, for freight, insurance, export, transit, import and other permits and certification shall be borne by the Customer. Likewise, the Customer shall bear all taxes, levies, fees, customs duties and similar costs along with the related administrative costs which are levied in relation to the Contract or its fulfilment. If such costs are charged to the Contractor or its auxiliary agents, they shall be reimbursed by the Customer upon presentation of receipts.

9.5 The Contractor shall inform the Customer of the result of the inspection prior to the commencement of the Services. The Contractor does not provide any warranty as to the level of costs that may be expected. If the Customer dispenses with the completion of the Services after the inspection, the Contractor shall invoice the costs of the inspection to it along with those of dismantling and assembly.

10. Payment terms

10.1 Unless otherwise agreed, the Contractor shall invoice the price and the costs in accordance with Clause 9 each month. The payment is due within 30 days of the date of the invoice. The Contractor shall be authorised to request an advance payment of 20% of the expected cost in terms of time and materials.

The Customer shall make payments at the domicile of the Contractor without any deductions (e.g. discount, taxes, duties and the like). The payment is deemed to be effected if – unless otherwise agreed – Swiss francs are made freely available to the Contractor at the domicile of the Contractor.

- 10.2 The Customer may not withhold or reduce payments on account of complaints, claims or counterclaims that have not been recognised by the Contractor. Payments shall also be made in the event that the Services are delayed or rendered impossible for reasons outside the control of the Contractor.
- 10.3 If the Customer fails to comply with the agreed payment terms, it shall pay default interest of 5% per year without any requirement for a reminder from the agreed due date. The foregoing shall be without prejudice to the right to claim damages. Payment of default interest shall not imply a release from the contractual payment obligation.

11. Ownership, transfer of risk and insurance

- 11.1 Unless otherwise agreed, any parts that are replaced shall remain the property of the Customer.
- 11.2 Unless otherwise agreed, the Customer shall bear the risk relating to damage to or the loss of the object to be processed to which the Services relate, any part thereof or the materials, spare parts and auxiliary materials provided by the Customer during performance of the Services, even if these are performed on the premises of the Contractor or during any transportation or storage that may prove to be necessary.
- 11.3 The Customer shall be responsible for taking out insurance against damage of any kind.
- 11.4 The Customer shall be responsible for the disposal of replaced parts or consumable materials relating to the Services (oils, gases, dust etc.).

12. Warranty, liability for defects

- 12.1 The Contractor warrants the professional and careful performance of the Services for a period of 12 months after completion of the Services pursuant to the following conditions.
- If the Services are suspended for any of the reasons indicated in Clause 8.3, the warranty period for the Services that were completed prior to the suspension shall commence no later than 30 days after the start of the suspension.
- 12.2 If the object to which the Services relate, parts thereof or spare parts supplied prove to be defective during the warranty period and if this is demonstrably attributable to the failure to perform the Services in a professional or careful manner or to the material supplied by the Contractor in relation to the Contract, the Contractor shall remedy the defect within a reasonable period at Contractor's choice either by the repair or replacement of the defective parts. This shall be conditional upon the written notice of the defect by the Customer to the Contractor during the warranty period, promptly after discovery.
- 12.3 The Contractor shall provide the same warranty in respect of remedial work as for the original Services.
- 12.4 The warranty period shall expire under all circumstances two years after conclusion of the Contract.
- 12.5 The Contractor shall only be liable for work carried out by the personnel of the Customer in the event of gross negligence with regard to instruction or supervision.
- 12.6 No warranty is provided if the Customer or a third party carries out alterations or repairs without the written approval of the Contractor or if, in the event that a defect is discovered, the Customer fails to take all appropriate measures promptly in order to mitigate the damage or does not allow the Contractor any opportunity to rectify the defect.
- 12.7 Defects resulting from circumstances outside the control of the Contractor, e.g. natural wear and tear, improper usage or maintenance, the failure to comply with operating instructions, excessive strain, improper measures to mitigate losses, unsuitable operating materials, chemical or electrolytic influences or construction or assembly work that was not carried out by the Contractor are excluded from the Contractor's warranty and liability for defects.
- 12.8 Any further claims and rights in relation to defects other than those expressly specified under Clause 12.1 to 12.5 are excluded.

13. Non-performance, bad performance and their consequences

- 13.1 In all cases of bad performance or non-performance not expressly regulated under these Conditions, in particular if the Contractor, without valid reasons, starts to provide the Services so late that punctual completion can no longer be expected, if it is clearly foreseeable that completion will occur in breach of the Contract due to the fault of the Contractor, or if the Services are performed in breach of the Contract due to the fault of the Contractor, the Customer shall be entitled to grant a reasonable grace period for the Contractor in respect of the Services in question by simultaneously warning to terminate the Contract in the event of non-compliance. If the Contractor culpably fails to act within this grace period, the Customer may terminate the Contract in respect of the Services that were provided in breach of the Contract or that it is clearly expected will be provided in breach of the Contract and to claim back the part of any payments already made in relation to them.
- 13.2 In such a case, the provisions of Clause 18 shall apply in respect of any damages claims brought by the Customer and the exclusion of further liability. Entitlement to claim damages shall be limited to 10% of the price for the Services affected by termination.

14. Adjustment and termination of the Contract

- 14.1 The Contract shall be adjusted appropriately by the parties if unforeseen events considerably change the economic effect or content of the Contract or have a significant impact on the Contractor's Services, or if performance subsequently becomes impossible.
- 14.2 If and insofar as performance has become economically unreasonable for the Contractor due to reasons that were unforeseeable, it shall be entitled to terminate the Contract or the elements of the Contract in question as soon as it has informed the Customer of this fact, which must occur promptly after it became aware of the circumstances. Should this occur, the

Contractor shall be entitled to remuneration for the Services that have already been provided. Claims for damages on the part of the Customer because of such termination are excluded.

15. Export controls

The Customer recognises that the Services may be subject to Swiss and/or foreign legal provisions and regulations on export control, that they may be subject to official licensing requirements and that an end-use declaration may be necessary. This may entail that, if no export or re-export licence is obtained from the competent authorities, goods, software, technologies (technical data) etc. may not be exported or used for any other purpose than that agreed. The Customer undertakes to comply with such provisions and regulations.

16. Data protection

The Contractor is entitled to process the personal data of the Customer for the purpose of completion of the Contract. The Customer accepts in particular that the Contractor may disclose such data in this regard also to third parties in Switzerland and abroad.

17. Additional devices, technical data and software

The Contractor shall be entitled in relation to the provision of the Services to install additional devices and/or software on the object to which the Services relate enabling in particular the downloading and collection of technical data and usage and location data, the use and updating of such data, the procurement of interface information, the access to protocols and tests and to connect these devices and/or this software with the services devices and/or data processing platforms of the Contractor. Additional devices and/or additional software – where provided by the Contractor – and under all circumstances intellectual property rights therein, shall remain the property of the Contractor and may be deactivated or removed following termination of the Contract or in the event of a breach of the applicable terms and conditions of usage and/or licensing. The Contractor shall be entitled to use the data of the Customer that are collected in relation to the performance of the Contract for the purpose of the provision of the service to the Customer, for statistical purposes, for internal data analysis, for the protection of devices and/or software and in order to improve and develop the products and services of the Contractor, and to have such data edited by third parties. The Customer accepts in particular that the Contractor may transfer such data abroad.

Unless otherwise agreed, the Customer is granted a non-exclusive right to use the software exclusively along with the object to which the Services relate. The Customer is not entitled to make copies or to develop the software. In particular, the Customer may not disassemble, decompile, decrypt or reverse engineer the software without the prior written consent of the Contractor. The Contractor may revoke the right of usage in the event of a breach.

For third party software, the terms and conditions of use of the licensor apply and the licensor as well as the Contractor may assert a claim in the event of a breach.

18. Exclusion of further liability on the Contractor's part

All cases of breach of contract and their legal consequences as well as all rights and claims on the part of the Customer, irrespective of what legal ground they are based, are exhaustively covered by these Conditions. In the event that claims of the Customer in relation to or in connection with the Contract or the breach thereof should exist, the total amount of such claims is limited to the price paid by the Customer. However, any claims not expressly mentioned are excluded. This in particular refers, but shall not be limited, to the right to claim damages on the grounds of loss of production, loss of use, loss of orders, recall costs, loss of profit and any other direct or indirect or consequential damage, as well as the rights to reduce the price, rescind or terminate the Contract.

In addition, liability to compensate third party claims brought against the Customer in relation to the infringement of intellectual property rights is excluded.

This exclusion of further liability on the part of the Contractor does not apply to unlawful intent or gross negligence on the part of the Contractor or as far as it is contrary to mandatory law.

19. Right of recourse

If personal injury or damage to the property of third parties occurs through actions or omissions of the Customer or of persons employed or appointed by him to perform any of his obligations, and if a claim is made against the Contractor, then the latter shall be entitled to take recourse against the Customer.

20. Contractual term

With the exception of individual orders and unless otherwise agreed, the Contract shall have an initial term of one year after its conclusion. It shall be renewed automatically by a further year unless it is terminated in writing at the end of any calendar month, subject to a notice period of 3 months.

21. Jurisdiction and applicable law

The place of jurisdiction for both the Customer and the Contractor shall be at the registered office of the Contractor. The Contractor shall, however, be entitled to sue the Customer at the latter's registered address.

The Contract shall be governed by Swiss substantive law. The provisions of the United Nations Convention of 11 April 1980 on Contracts for the International Sale of Goods shall not apply.