

General Terms and Conditions of Sale (GTCS)

1. Scope of Application

The Buyer acknowledges the General Terms and Conditions of Sale (GTCS) of Häni + Co. AG, 3296 Arch (hereinafter: the "Seller") for ongoing deliveries as well as for all future business relations. These GTCS shall apply for an indefinite period unless amended by written agreement between the parties. Where these GTCS of the Seller do not contain any provisions, the provisions of the Swiss Code of Obligations and other applicable Swiss laws and regulations shall apply. Any purchasing conditions or general terms and conditions of the Buyer that conflict with these GTCS shall not apply. In cases of doubt or conflict, the GTCS of the Seller shall prevail. The validity of any other general terms and conditions requires the express written consent of the Seller.

Should any provision of these GTCS be or become invalid, or should a gap exist, the legal validity of the remaining provisions shall remain unaffected. In place of the invalid provision, a provision shall be deemed agreed from the outset which most closely reflects the economic intent of the parties. The same shall apply in the event of a gap.

2. Offers of the Seller

The Seller supplies and sells precision turned parts. Offers made by the Seller, whether in writing, by telephone, in personal discussions, by fax, or by email, shall be deemed binding. Unless otherwise stated, an offer shall remain valid for 30 days. Any information designated by the Seller as indicative values, budgetary offers, or similar shall be non-binding and serve solely for the purpose of estimating orders of magnitude. Additional services that are not included in the offer or that the Seller subsequently agrees to provide shall be charged separately.

3. Acceptance by the Buyer

An offer shall be deemed accepted when the Buyer declares its acceptance in writing, by telephone, by fax, by email, or in a personal discussion.

4. Order Confirmation / Amendments

The Seller shall confirm acceptance in writing by fax or email. If the Buyer requests any amendments to the order confirmation or considers it to be incorrect in content, it shall notify the Seller immediately upon receipt of the order confirmation.

The Seller shall inform the Buyer within two weeks whether the requested amendment is possible and what effects it will have on the performance of the services, as well as on delivery dates and prices. The Seller shall be bound by any offer to amend the services for a period of two weeks. For products that have already been delivered, the original contract shall remain applicable.

5. Prices

Price lists and brochures of the Seller contain non-binding information and indicative prices. Unless otherwise agreed, invoicing shall be made in Swiss francs (including VAT).

Price adjustments due to increases in suppliers' prices, exchange rate fluctuations, delivery delays, wage changes, or other events are expressly reserved. The Buyer shall additionally bear the transport costs as well as the costs for inspection of the goods. Special packaging shall be charged separately and shall be borne by the Buyer.

6. Terms of Payment

The Buyer shall be obliged to make payment in full, without any deductions, within 30 days after invoicing/delivery. Partial payments must be agreed in writing. The place of payment shall be the Seller's domicile or its designated payment offices. Accepted means of payment include cash, bank cheque, bank transfer, postal transfer, etc. Any set-off of counterclaims of the Buyer against claims of the Seller is excluded.

Payments shall be made irrespective of any complaints regarding the delivery. The Seller shall be entitled to refuse remedy of defects as long as the Buyer has not fulfilled its payment obligations. The purchase price shall also become due if the Buyer is in default of acceptance.

7. Default in Payment

If the payment deadline is not met, the Buyer shall be in default without any further reminder from the Seller. In the event of default in payment, default interest in the amount of 5% of the invoice amount shall be owed from the due date.

If the Buyer is in default with any payment, the Seller shall be entitled to require advance payments for further deliveries or to deliver only against advance payment, even if different payment and delivery terms were agreed at the time of contract conclusion.

Default in payment by the Buyer shall result in all claims of the Seller against this Buyer becoming immediately due and payable. Failure to comply with payment terms shall entitle the Seller to withdraw from the contract in accordance with Articles 107 et seq. and 214 of the Swiss Code of Obligations (CO), as well as to claim damages. The Seller shall also be entitled to withdraw from the contract and reclaim the goods from the Buyer if they have already been transferred into the Buyer's possession prior to payment of the purchase price.

8. Place of Performance and Transfer of Benefit and Risk

The place of performance for all obligations under the contract shall be the Seller's domicile. Unless otherwise agreed, benefit and risk shall pass to the Buyer at the latest upon dispatch of the goods from the Seller's works. Insurance of the goods against loss and damage shall be the responsibility of the Buyer. The applicability of Incoterms or similar clauses must be agreed in writing.

9. Delay in Delivery

The Seller undertakes to deliver the agreed products to the Buyer on the dates specified in the order confirmation, while the Buyer undertakes to accept and pay for such products at the agreed time. The Seller shall be entitled to reasonably extend

the delivery period in the event of unforeseen circumstances such as force majeure, natural events, mobilization, war, civil unrest, epidemics, accidents and illness, significant operational disruptions, labor disputes, strikes, delayed or defective supplies from subcontractors, difficulties in procuring materials, as well as governmental measures. The Seller shall inform the Buyer of any delays as soon as possible.

10. Acceptance of the Goods

If the Buyer refuses to accept the goods, the purchase price shall become immediately due and payable, irrespective of whether the goods have been delivered to the Buyer. The Seller shall not be obliged to deposit the goods. Instead, the Seller may waive performance of the order and claim from the Buyer a contractual penalty amounting to 100% of the purchase price.

The right to claim further damages remains reserved. Quantity deviations of up to 10% of the total quantity shall be permitted..

11. Inspection and Notification of Defects

The Buyer shall inspect the delivery immediately upon receipt and shall notify the Seller in writing of any defects without delay. The notice of defects must contain a precise specification of the alleged defects, and any evidence shall be enclosed. The Buyer shall not return the goods to the Seller without the Seller's express consent.

If no notice of defects is given within 7 days after receipt of the goods, the products shall be deemed free from defects in all respects and the delivery shall be considered approved.

Approval of samples by the Buyer shall exclude any subsequent notification of defects, provided that the delivered goods correspond to the approved samples.

12. Warranty, Liability and Disclaimer

The warranty period for products supplied by the Seller shall be one year. The Seller's warranty shall be excluded to the extent permitted by law.

In particular, defects and malfunctions for which the Seller is not responsible shall be excluded from the warranty, including but not limited to natural wear and tear, force majeure, improper handling, interventions by the Buyer or third parties, excessive use, unsuitable operating materials, or extreme environmental conditions. The Seller shall provide no warranty for products or semi-finished goods supplied by third parties.

If the delivery proves to be defective and the Seller is obliged to provide warranty under the above conditions, the Seller shall in all cases have the right, within a reasonable period, to provide replacement or subsequent delivery. The Seller shall also be entitled to accept a reduction in value of the delivery or to remedy the defects in the product.

Any further claims of the Buyer arising from defective delivery, in particular claims for damages (including consequential damages resulting from defects) and withdrawal from the contract, are excluded.

13. Confidentiality and Non-Disclosure

The parties shall treat all information received in connection with the contractual relationship as confidential. The business relationship and its content shall be kept confidential vis-à-vis third parties.

14. Ownership and Intellectual Property Rights

All documents and samples provided with the offer shall remain the property of the Seller. No third parties shall be granted access to the offer documents without the Seller's prior consent. Packaging materials designated as the Seller's property shall, after delivery, be returned to the Seller free of charge.

15. Retention of Title

The goods supplied by the Seller shall remain the Seller's property until full payment has been received. The Buyer shall adequately insure the goods until full payment has been made. The Seller's ownership shall not lapse even if the goods are processed or resold by the Buyer; instead, co-ownership in the new item shall be acquired in proportion to the outstanding invoice amount.

Upon conclusion of the contract, the Buyer hereby assigns to the Seller all claims arising from any resale of the goods subject to retention of title. The Buyer shall cooperate in all measures necessary to protect the Seller's ownership. In particular, upon conclusion of the contract, the Buyer grants its consent to the registration of the retention of title in the relevant retention of title register.

16. Information and Disclosure Obligations

The parties shall inform each other in a timely manner of any specific technical requirements of the order as well as of any legal, regulatory, or other provisions at the place of destination, insofar as these are relevant to the execution and use of the products. Furthermore, the parties shall promptly notify each other of any obstacles that may jeopardize the proper performance of the contract or lead to impractical or inappropriate solutions.

17. Governing Law and Jurisdiction

Swiss law shall apply exclusively. The place of jurisdiction for all disputes arising between the Buyer and the Seller shall be CH-2500 Biel. However, the Seller shall also be entitled to bring claims against the Buyer at the Buyer's place of business.

Häni + Co. AG, 3296 Arch – 02/2015

(This document is not subject to the change control procedures of the quality management system)

Language Disclaimer:

These the General Terms and Conditions of Sale were originally drafted in German. In case of discrepancies, the German version shall prevail.