

GENERAL BUSINESS TERMS AND DELIVERY CONDITIONS

1 In General

- 1.1 The legal relations between Düring AG and the Customer are primarily governed by the written agreements entered into in the individual case. To the extent that no deviating individual agreements have been entered into, these General Business Terms and Delivery Conditions shall form the exclusive basis for all transactions carried out between Düring AG and the Customer. Contradictory business terms or sales conditions of the Customer or a third party are therefore valid only if and to the extent that they have been expressly acknowledged by Düring AG in writing. Düring AG hereby expressly objects to a Customer's reference to its own business terms. **Should the Customer disagree with this rule, the Customer shall be required to immediately notify this to Düring AG in writing.** In the event of a written objection, Düring AG reserves the right to withdraw its offers and deliveries without substitution and without this giving rise to any claims whatsoever on the part of the Customer.
- 1.2 All agreements and legal declarations of the contracting parties are valid only if in writing. This requirement as to form can be waived only based on a written agreement. The requirement of written form also includes messages via fax or email.
- 1.3 A contract materializes if the written order of the Customer has been carried out or accepted in writing (order confirmation) by Düring AG. Düring AG shall be entitled to reject orders without stating any reasons. Düring AG reserves the right to do so, in particular, if injury to its trademarks is to be feared based on the manner in which its products are resold by the Customer.
- 1.4 In the event that certain of the provisions set out herein are or become invalid, this shall not affect the validity of the remaining contract provisions. In such a case, the invalid provision is to be reinterpreted or supplemented in a manner such that the intended economic or legal objective can thereby be achieved.

2 Provisions of Law

- 2.1 Unless otherwise agreed, the products of Düring AG are in conformity with the provisions of law in Switzerland that apply at the time of the delivery.
- 2.2 The Customer shall ensure that the provisions of law that apply at the place of sale or use are complied with.

3 Delivery Conditions

- 3.1 The delivery periods shall commence upon the conclusion of the contract (Section 1.3) and as soon as any advance payments have been made or any security has been provided. Unless otherwise agreed, delivery periods and delivery dates shall be deemed to be approximate indications. They refer to the provision of the ordered products at the works of Düring AG in CH-8108 Dällikon.
- 3.2 Delivery periods shall be extended appropriately if the Customer fails to fulfill, or to timely fulfill, its obligations to cooperate or its payment obligations or if delays occur based on force majeure, measures by authorities, business disruptions or defective machines or based on delayed and/or defective deliveries of raw materials, semi-finished products or finished products.
- 3.3 In the event that the Customer is in default on an advance payment or a payment based on a previous delivery, Düring AG shall be automatically entitled to wait in executing new orders or to hold back new orders in whole or in part until all outstanding payments have been made.
- 3.4 The Customer shall not be entitled, based on a delayed delivery, to any right of withdrawal or to any type of claim to a reduction in price or damages (neither for direct nor indirect damages). All liability on the part of Düring AG or its auxiliary persons is waived to the extent permitted by law. An exception exists only if Düring AG has expressly undertaken to comply with a specific delivery date and to otherwise pay compensation for delay. In this case, the Customer is entitled to assert compensation for delay with respect to a late delivery to the extent that the delay was demonstrably the fault of Düring AG and the purchaser is able to prove damages as a result of this delay. The compensation for delay shall not

in any case exceed a total of 5% of the contract price with respect to the delayed portion of the delivery.

- 3.5 Düring AG shall be entitled to make partial deliveries. It shall bear the additional costs thereby incurred, if any, provided that such partial deliveries do not occur based on lack of cooperation or outstanding payments on the part of the Customer or upon Customer's wish.

4 Prices and Terms of Payment

- 4.1 The prices set out in the price lists of Düring AG constitute indicative prices that are not binding as such. The right to make changes at any time in price, product lines and products remains reserved. All prices of Düring AG are on a net basis (particularly without value added tax). For all deliveries, a minimum order value respectively minimum order quantity pursuant to the current price list shall apply.
- 4.2 Only the prices named in a specific offer or in the order confirmation shall be binding. Unless expressly limited in time, offers shall be valid 30 days after the date of issuance. If the Customer orders in quantities less than those offered, the right to impose surcharges based on reduced quantities or otherwise shall be reserved.
- 4.3 Unless otherwise agreed in writing, for all deliveries, FCA Brunnenwiesenstrasse 14, CH-8108 Dällikon, pursuant to Incoterms 2010 shall apply.
- 4.4 If Düring AG advances costs which are to be borne by the Customer, particularly for packaging, insurance, public duties and fees (e.g., value-added tax, customs duty, export, transit and other permits, etc.) the Customer shall reimburse the same to Düring AG.
- 4.5 Unless otherwise agreed, the Customer shall prepay the invoice in full. If delivered on invoice, the invoices are to be paid by the Customer within 30 days after the date of invoice, without any deduction.
- 4.6 The payment deadlines are to be adhered to even if the handing over, transportation or acceptance of the delivery is delayed or rendered impossible based on reasons beyond the control of Düring AG. The same applies in the event that individual products are missing or defective.
- 4.7 If the Customer has more than one outstanding invoice, Düring AG shall be entitled to credit the Customer's payment(s) to the longest outstanding invoice(s), even if the Customer issues instructions to the contrary.
- 4.8 The Customer acknowledges that any set-off of advance payments or payments for deliveries against claims of the Customer, if any, against Düring AG is precluded. An exception exists with respect to claims of the Customer that Düring AG has expressly acknowledged in writing for purposes of a set-off or that were finally established by a court.
- 4.9 The Customer shall be required to pay default interest of 5% p.a. on late payments even without any prior reminder. For every payment reminder, an extra handling fee of CHF 50 (excluding value added tax) may be charged.
- 4.10 Düring AG shall remain the owner of the entire delivery up until the payment in full (including any ancillary costs and default interest) has been made.

5 Inspection of the Delivery and Notice of Defects in the Case of Apparent Defects

- 5.1 Promptly upon handover, the products are to be diligently inspected by the Customer in terms of their completeness (number of units), correctness (selection) and possible defects. If exceptionally Düring AG is responsible for the transport, shipments with transport damages, if any, are to be accepted under reservation and be notified to the competent shipper immediately for purposes of a clarification of the facts and the observation of all rights.
- 5.2 Deficient quantities, wrong deliveries and/or defects in the delivered products, if any, are to be notified to Düring AG in writing immediately, together with an exact description of the irregularities or defects that were detected, but in no case later than ten (10) calendar days after the handover of the products to the Customer or to its shipper at the works of Düring AG. If this period is not utilized, the delivery shall, upon expiration of the period, be deemed to have been approved in terms of defective quantities, wrong deliveries as well as apparent defects.

5.3 Defects that cannot be detected even in connection with a diligent inspection within the above-referenced inspection and notice period (Section 5.2) (so-called "latent defects") are to be notified in writing to Düring AG immediately after detection of the same, together with a detailed description of the defect.

6 Warranty

6.1 Düring AG warrants the contemplated use of the delivered products as well as – where available – the use of the products within the product specifications. A warranty for promised quality characteristics shall exist only if this was assured in writing. Düring AG shall be liable for the provision of advice and recommendations only to the extent that it has been grossly negligent.

6.2 The warranty period shall amount to one year and begins upon the handover of the products to the the Customer or its shipper.

6.3 Defects that are attributable to improper use or storage, the disregard of instructions for use, product manipulation or damaging weather or other environmental influences are precluded from the warranty.

6.4 In the case of warranty, Düring AG shall, at its option, either replace the defective product or reimburse the Customer for the invoiced value.

7 Preclusion of Liability

7.1 Any warranty claims on the part of the Customer other than those named in Section 6, regardless of the legal ground on which they are based, including, in particular, for annulment, abatement and compensation for damages and consequential damages caused by a defect, are expressly precluded except to the extent they are based on compulsory provisions of law.

7.2 Subject to compulsory provisions of law, no contractual or tort claims on the part of the Customer to compensation for damages other than those incurred to the delivered product itself shall exist, such as, in particular, loss of production, loss of use, loss of orders, unrealized savings, foregone profits as well as for any other direct or indirect damages.

7.3 The preclusion of liability shall also expressly apply to contractual or tort claims that are attributable to acts and/or omissions of the representatives, employees and auxiliary persons involved or deployed by Düring AG.

8 Intellectual Property

8.1 The intellectual property rights to all products (including know-how) belong exclusively to Düring AG, which shall be exclusively entitled to register, as the case may be, industrial property rights (patents, trademarks, designs, etc.). All copyrights and other industrial property rights to the design of the products, the instructions for use as well as other documents are the exclusively property of Düring AG. Unless otherwise expressly agreed in writing, this rule shall also apply if Düring AG carries out customer-specific modifications or developments.

8.2 Advertising and project documents, displays, etc., shall remain the property of Düring AG. Neither these nor the trademarks of Düring AG may be reproduced, used otherwise or be passed on to third parties in the absence of express consent.

9 Applicable Law, Place of Performance and Place of Jurisdiction

9.1 All legal relations between Düring AG and the Customer shall be governed by Swiss substantive law, to the preclusion of the United Nations Convention on Contracts for the International Sale of Goods dated 11 April 1980.

9.2 The place of performance for all performance is the Swiss registered office of Düring AG, unless otherwise agreed in writing.

9.3 With respect to all disputes between the Customer and Düring AG, **the courts at the Swiss registered office of Düring AG shall have exclusive jurisdiction.** Düring AG shall remain entitled, however, to also sue the Customer before any other permitted place of jurisdiction.

10 Entering into Force

10.1 These General Business Terms enter into force as per the date mentioned on top of the first page (Effective Date) and, from the Effective Date, replace all former General Business Terms. These General Business Terms apply to all agreements concluded on or after the Effective Date. With respect to ongoing business relationships, these General Business Terms come into effect with the first delivery after the Effective Date.
