

Feusi AG General Sales and Delivery Terms and Conditions

1. General

- 1.1. These General Sales and Delivery Terms and Conditions shall apply to all goods, sales and services of Feusi AG and shall be integral components of the Contract. It shall be irrefutably presumed that the Buyer is aware of these Terms and that the Buyer has accepted them. Other terms and conditions of the Buyer shall not apply.
- 1.2. For any agreements and legally relevant declarations made by the Contracting Parties to be effective, same shall be made in writing. These Terms and Conditions shall remain in effect for any matters that are not individually agreed upon between the Parties. Unless otherwise agreed upon, text copy sent via electronic means shall be considered equivalent to hard copy written formats.
- 1.3. Offers made without an acceptance deadline shall be subject to change.
- 1.4. Contracts with the Buyer shall be made through the written acceptance of the former by Feusi AG (order confirmation).

2. Scope of Goods and Services

- 2.1. The final goods and services to be delivered by Feusi AG shall be specified in the order confirmation and annexes to the former. Feusi AG is herewith authorized to make changes that result in improvements at its discretion provided they do not lead to price increases.
- 2.2. Goods not included in the order confirmation shall be billed separately.

3. Plans, Technical Documents and Tools

- 3.1. The Buyer shall undertake to provide Feusi AG with all required processing instructions and documents, such as drawings, parts lists, material specifications, etc. in writing or in electronic versions. If the Buyer should change an order that has already been placed, the Buyer shall undertake to provide Feusi AG with new documents that have been updated accordingly. Any costs incurred and/or any profits lost as a result of the order change shall be billed separately.
- 3.2. Each Contracting Party reserves all rights inherent in the plans and technical documents handed over to the respective other Party. The receiving Contracting Party acknowledges these rights and shall not make these documents to any third parties accessible as a whole or in part unless the other Contracting Party has consented to such access and shall not use it for purposes other than those for which it has received them.
- 3.3. The required documents, set-ups and tools produced by Feusi AG for an order, with the exception of those provided by the Buyer, shall be and remain the property of Feusi AG.

4. Provisions in the Destination Country

Along with the inquiry, the Buyer shall advise Feusi AG as to the legal requirements, provisions and standards in the country of destination if they have an impact on the goods and services as well as the safe operation of the former. Incidentally, the goods and services shall be in compliance with the provisions at the domicile of Feusi AG. Any additional costs incurred for adaptations to the provisions and standards in the destination country shall be for Buyer's account.

5. Prices

- 5.1. Unless otherwise agreed upon, all prices are to be understood net, ex-factory, excluding packaging, in freely traded Swiss Francs (CHF), without any deductions. All ancillary costs, e.g. for freight, insurance, transportation, official permits, taxes, duties or other fees shall be for Buyer's account.
- 5.2. If the costs the calculation is based upon should increase between the date the Agreement is executed and the date of contractual fulfillment, Feusi AG shall have the right to adjust the prices specified in the order confirmation accordingly.
- 5.3. A reasonable price adjustment shall also be made if the type or scope of the agreed upon goods or services is changed or if the design, the material and or the execution have been changed because the documents provided by the Buyer were not on par with the actual conditions or incomplete.

6. Payment Terms

- 6.1. Unless otherwise agreed upon, payments for orders shall be made within 30 days after the invoice date, net, without any deductions of cash discounts, fees, taxes, contributions, charges, duties and the like.
- 6.2. Payment due dates shall also be complied with if the transportation, delivery, installation, start-up or acceptance of the goods and services is delayed or made impossible for reasons Feusi AG is not responsible for or if parts are missing or retroactive work should have to be performed, which do not make the use of the goods or services impossible.
- 6.3. If the Buyer should fail to comply with the agreed upon payment due dates, the Buyer shall be pay late payment interest in the amount of 5% as of the due date without a reminder notice having to be sent. The payment of late payment interest shall not release the Buyer from Buyer's other contractual obligations and shall not relieve the Buyer from the obligation to pay compensation for damages. The Buyer acknowledges that Buyer shall owe Feusi AG an amount of CHF 50.00 for every reminder notice sent regardless of any further entitlements to damage compensation Feusi AG may have.

7. Title Retention

Until full payment has been made, Feusi AG shall remain the owner of all of its goods and services. The Buyer shall undertake the necessary measures to protect Feusi AG's property (e.g. maintenance, insurance). The Buyer shall undertake to participate in and absorb all related costs for measures and formalities required to secure the legally effective title retention.

8. Delivery Times

- 8.1. Unless otherwise specified in the order confirmation, the deliver time shall begin as soon as the Agreement has been made, all official formalities have been completed and any payments required when placing the order have made or any collateral required when placing the order has been provided and once all technical issues have been clarified. The delivery time shall be deemed complied with if Feusi AG declares the goods ready for shipment prior to its expiration.
- 8.2. The delivery time shall be reasonably extended if:
 - a) Feusi AG does not receive the information required for fulfillment of the order in due time or if the Buyer amends this information retroactively and thus causes a delay of the delivery of the goods and services
 - b) Obstacles arise that Feusi AG cannot circumvent despite exercising due diligence, regardless of whether these occur at Feusi AG, the Buyer or a third party. Such obstacles shall for instance be acts of force majeure, operational problems, accidents, material procurement difficulties, deficient or late deliveries from vendors, production errors in critical materials/components
 - c) The Buyer or third parties are in default of fulfillment of their contractual obligations arising from this Agreement or earlier orders, in particular if the Buyer should fail to comply with the payment terms.
- 8.3. If a specific date has been agreed upon instead of a delivery time, it shall be equivalent to the last day of the delivery period.
- 8.4. The Buyer shall neither be entitled to any rescission rights nor any other claims, such as reductions or damage compensation because of late delivery of the goods and services. This restriction shall not apply to illegal intentional delays or gross neglect on the part of Feusi AG, but the limitation shall also apply to illegal intentional or grossly negligent acts of agents.

9. Transfer of Usage Rights and Risks

- 9.1. The usage rights and risk shall transfer to the Buyer upon departure of the delivery ex-factory.
- 9.2. If the shipment's departure should be delayed for reasons Feusi AG is not responsible for, the risk shall transfer to the Buyer at originally planned time of departure ex-factory and the goods shall be stored at Buyer's risk and at Buyer's expense as of said time.

10. Shipment, Transportation and Insurance

- 10.1. Special wishes pertaining to the shipment, transportation and insurance for the goods shall be communicated to Feusi AG at the latest in the purchase order. Transportation shall be arranged for the account and at the risk of the Buyer.

10.2. In the event of complaints, the Buyer shall promptly contact the last freight forwarder handling the cargo as soon as the Buyer has received the goods or freight documentation.

10.3. Obtaining insurance coverage against risks of any kind shall be Buyer's responsibility.

11. Inspection and Acceptance of the Goods and Services

11.1. Feusi AG shall inspect the goods and services with the appropriate due diligence prior to shipment. If the Buyer should demand additional inspections, a separate agreement to that extent shall be made and the Buyer shall pay for this service.

11.2. The Buyer shall inspect the goods and services within 3 business days after receipt and shall communicate any deficiencies to Feusi AG promptly in writing. Failure to do so shall render the goods and services approved.

11.3. Feusi AG shall eliminate any deficiencies communicated as soon as possible and the Buyer shall give Feusi AG the opportunity to meet this obligation.

11.4. The Buyer shall not have any other entitlements and rights besides those expressly specified in this Article 11 and Article 12 below due to deficiencies in the goods and services of any kind.

12. Warranty, Liability for Deficiencies

12.1. Warranty Period

The warranty period shall be 24 months. It shall begin on the date the delivery departs ex-factory. If the shipment is delayed for reasons Feusi AG is not responsible for, the warranty period shall end no later than 24 months after notice of readiness to ship was given.

The warranty for services shall begin upon completion of the service and shall remain in effect for 24 months thereafter.

The warranty period for replaced or repaired components shall end on the expiration date of the original warranty pursuant to the above paragraphs.

The warranty shall end prematurely if the Buyer or third parties make inappropriate changes or repairs or if the Buyer, in the event that a deficiency has occurred did not take immediate suitable action to mitigate the damages or fails to give Feusi AG an opportunity to eliminate the deficiencies in writing.

12.2. Liabilities for Material, Design and Execution Deficiencies

Upon receipt of a pertinent written request from the Buyer Feusi AG shall undertake to repair or replace – at its discretion - any parts that are verifiably rendered unusable prior to the end of the warranty period as a result of deficient material, deficient designs or inadequate execution, as quickly as possible. Replaced parts shall become the property of Feusi AG. The repair costs incurred at Feusi AG's plant shall be for Feusi AG's account. Costs of replacement and repairs outside of Feusi AG's plant shall be borne by the Buyer. Feusi AG shall not assume any liability for third party deficiencies.

12.3. Liability for Warranted Properties

Liability for warranted properties shall be assumed only for those properties expressly designated as such in the order confirmation. This warranty shall expire at the latest at the end of the warranty period.

If the warranted properties should not be met or should be met only partially, Feusi AG shall be entitled to the opportunity to perform remedial work. The Buyer shall grant Feusi AG the required time and opportunity.

Feusi AG shall not assume any liability for damages resulting from remedial work.

If the attempts to remedy should fail or be only partially successful, the Buyer shall be entitled to a reasonable price reduction. Damage compensation claims on the grounds of failed remedial actions shall not be accepted.

12.4. Deficiency Liability Exclusions

Damages to products delivered by Feusi AG that are not verifiably the result of inadequate material, deficient design or inadequate execution shall not be covered by the warranty and liability assumption of Feusi AG, which shall include e.g. deficiencies resulting from wear and tear, inadequate maintenance, non-observance of the operating instructions, excessive use, unsuitable operating resources, chemical or electrolytical impact, installation work not performed by the Feusi AG or due to other

reasons Feusi AG is not responsible for. If alterations on the delivered products are made any entitlements to liability shall be null and void, unless the alterations were made by Feusi AG.

12.5. Goods and Services from Suppliers

For goods and services from its suppliers, Feusi AG shall assume warranty responsibilities only within the scope of the warranty obligations of the respective suppliers.

12.6. Exclusivity of the Warranty Entitlements

The Buyer shall not have any rights and entitlements with the exception of those specified in Sections 12.1 through 12.5 because of the absence of warranted properties, deficiencies in materials, design or execution.

Liability for Ancillary Obligations

Feusi AG shall assume liability for claims of the Buyer based on deficient advice or the like or because of the breach of any ancillary obligations only in the event of illegal intentions or gross neglect.

13. Non-Fulfillment, Inadequate Fulfillment and Consequences of the Former

13.1. In all cases of inadequate or non-fulfillment for which express provisions are not provided herein, especially in cases where Feusi AG, without any reasons begins with the execution of the goods and services in such a tardy manner that a timely completion is no longer foreseeable or if a non-contract-compliant execution Feusi AG is responsible for is foreseeable with certainty of if goods or services have been executed in a contract breaching manner by Feusi AG, the Buyer shall have the right to set a remedial deadline for the affected goods and services along with the threat of rescission in the event of failure to comply. If this remedial period should pass without any results as a result of non-compliance by Feusi AG, the Buyer shall have the option to rescind from the Agreement with regard to the goods and services that have been executed in a contract breaching manner or for which a contract breaching execution is foreseeable and may demand a refund for any payments previously made for the portion of the order affected by this.

13.2. In such a case a potential entitlement of the Buyer to damage compensation and the exclusion of further liabilities shall be governed by the provisions of Article 14 and the entitlement to damage compensation shall be limited to 10 % of the contractual price for the goods and services, for which a rescission has occurred.

14. Exclusion of Feusi AG's Further Liabilities

The Buyer shall not have any entitlements except those expressly specified in these Terms and Conditions, regardless of the legal grounds cited to file them, in particular Buyer shall not be entitled to any damage compensation, reduction or rescission from the contract not explicitly specified herein. Under no circumstances shall the Buyer be entitled to reimbursement for damages that have not occurred on the goods to be delivered as such, such as specifically production down times, loss of use, loss of orders, lost profits as well as any other direct or indirect damages. These limitations shall not apply to illegal intentional acts or gross neglect by the Feusi AG, however, they shall apply to illegal intentional or grossly negligent acts of agents.

15. Acceptance of Returned Packaging Materials and Disposal

The Buyer shall not be entitled to the acceptance of returned packaging material or the disposal of products delivered by Feusi AG.

16. Subrogation Rights of Feusi AG

If personal injuries should be caused, property of third parties should be damaged or if other damages should arise as a result of acts or omissions of the Buyer or Buyer's agents, and if Feusi AG should become the target of related claims, it shall have subrogation rights vis-à-vis the Buyer.

17. Place of Jurisdiction and Governing Law

17.1. The place of jurisdiction and fulfillment for the Buyer and Feusi AG shall be the domicile of Feusi AG. However, Feusi AG shall have the right to take legal action against the Buyer at Buyer's domicile.

17.2. The legal relationship between the Parties shall be governed by Swiss law.