

GENERAL TERMS AND CONDITIONS OF PURCHASE OF HABEGGER AG

Version December 2018

I General Provisions

1. Scope of Application

- 1.1. These General Terms and Conditions of Purchase (GTCP) shall be applicable for the total business transactions between Habegger AG with legal seat in Regensdorf and its suppliers.
- 1.2. These GTCP shall be applied for orders of goods and services of Habegger AG.

2. Contractual Documents and Rank Order

- 2.1. These GTCP are an integrated part of all requests for quotations, offers, orders and individual contracts between Habegger AG and the supplier.
- 2.2. In the event of inconsistencies between the GTCP and the orders or individual contracts, the individual contracts or orders shall take precedence over the provisions of these GTCP.
- 2.3. With acceptance of the order of Habegger AG, the supplier accepts the GTCP as binding.
- 2.4. Deviating agreements between the parties shall only be effective, if they are explicitly agreed in writing.
- 2.5. **General terms and conditions, sales, delivery and other conditions of the supplier are deemed to be excluded.**

3. Offer and Order

- 3.1. Offers of the supplier take place at no charge and imply no obligation for Habegger AG.
- 3.2. The supplier must adhere strictly to the request specifications of Habegger AG when preparing the offer. Deviations from the request shall be explicitly stated in writing by the supplier.
- 3.3. During the period specified in the offer the supplier shall be bound to his offer, at least, however, during 60 calendar days. Should Habegger AG not accept an offer of the supplier during the acceptance period specified in the offer or these GTCP, the offer is deemed to be refused.
- 3.4. Orders and delivery schedules as well as their amendments and supplements need to be in writing for their effectiveness.
- 3.5. Oral agreements, arrangements, supplements and amendments require written confirmation for their effectiveness.
- 3.6. All orders have to be confirmed by the supplier within four workdays. The contract is deemed to have been concluded, when the order confirmation corresponding to the order and signed by the supplier is received by the client.
- 3.7. Deviations and supplements contained in the order confirmation must be clearly emphasized and shall only come into contractual existence with the explicit and written consent of Habegger AG.
- 3.8. Obvious errors (like invoice errors, typing errors, etc.) in the order immediately need to be notified to Habegger AG by the supplier.

4. Scope of the Service and Execution

- 4.1. The scope of the service is subject to the specified order of Habegger AG.
- 4.2. The supplier has to comply with the agreed services according to the requirements specified in the order of Habegger AG.
- 4.3. The supplier informs Habegger AG on recognizable circumstances, which jeopardize the contractual compliance. Furthermore, he informs Habegger AG on all releases, which indicate that a change of the services due to technical or economic reasons might be advisable.

5. Cooperation Obligations of Habegger AG

- 5.1. Habegger AG informs the supplier in a timely manner on all requirements required for the compliance of the contract.
- 5.2. Habegger AG grants to the supplier the required access to the premises required for the contract performance.
- 5.3. Any additional cooperation obligations of Habegger AG are described more in detail in the individual contracts or other contractual documents.

6. Transportation and Packing Conditions

- 6.1. The conditions specified on the order form of Habegger AG shall become applicable for transportation. If relevant information is missing, DDP pursuant to Incoterms 2010 are to be applied for all shipments.
- 6.2. It is mandatory to attach to any delivered goods a delivery note, by quoting all information required by Habegger AG, including any requested customs documentations.
- 6.3. The supplier bears the full responsibility for the professional packing. A material damage at the transported goods caused by insufficient and inappropriate packing as well as the financial consequences, losses or additional costs resulting therefrom, have to be paid by the supplier. The supplier has to make Habegger AG aware to take special care when unpacking the goods.
- 6.4. Habegger AG reserves the right to return to the supplier packing materials and/or to professionally dispose them and to request a credit note from the supplier in this respect.

7. Delivery Deadlines and Delivery Default

- 7.1. The deadlines specified in the order as well as delivery and performance dates shall be binding, unless otherwise explicitly agreed in writing between the parties.
- 7.2. The receipt of the contractual goods at the place of performance is decisive for compliance with the delivery deadline according to item 16.
- 7.3. If the delivered goods are not supplied on schedule, the supplier automatically gets in default with the expiry of the deadline, without any notice of default being required on the side of Habegger AG.
- 7.4. Independent from negligence and without proof of an actual damage for the period of the delivery or performance default for each completed calendar day, Habegger AG is entitled to request 1% of the value of the delivery or performance, with which the supplier is in default, at maximum, however, 25% of this value, as flat-rate damage compensation. Further statutory claims are reserved.
- 7.5. In case of default of the supplier Habegger AG is unilaterally entitled to withdraw immediately from the contract or to set a grace period to fulfil the performance. In case of a withdrawal the supplier must reimburse to Habegger AG all effected payments plus a default interest of 5% per year.
- 7.6. Early deliveries, partial or additional deliveries as well as deliveries outside the goods acceptance times specified by Habegger AG, require the prior approval of Habegger AG. In this case Habegger AG is entitled to deduct the costs arising therefrom (storage costs, etc.) from the purchase price. Early deliveries and partial deliveries shall not affect the agreed payment dates.

8. Involvement of Subcontractors and Subsuppliers

- 8.1. The total or partial assignment of deliveries and performances by the supplier to third parties is only permitted with prior written consent of Habegger AG. The supplier is fully liable to Habegger AG for the deliveries and services of third parties.

9. Remuneration and Payment Terms

- 9.1. The prices specified in the order are binding fixed prices in the listed currency. Price changes, changes in the performance scope and/or relevant reservations shall only then be binding, if and insofar as Habegger AG has explicitly recognized them in writing.
- 9.2. The agreed price covers all performances, which are required for a proper contract fulfilment. In particular the packing costs, transportation, insurance costs, the expenses, license fees as well as all public charges are compensated by the agreed price, including VAT. Public charges, taxes, fees and customs duties are to be separately specified in the invoice.
- 9.3. In the absence of any other written agreement, the supplier's invoices are to be delivered to Habegger AG after complete and correct delivery of the performances with all information and documents necessary for their verification. The invoices of the supplier must specify the order or reference number of Habegger AG listed in the order by Habegger AG and have to be addressed to the following address by quoting the contact person at Habegger AG: Habegger AG, Riedthofstrasse 124, 8105 Regensdorf. Invoices sent to Habegger AG by email, shall only be accepted, if they are mailed to the address invoices@habegger.ch. Until delivery of a valid invoice Habegger AG is entitled to a right to

refusal of payment.

9.4. Unless explicitly otherwise agreed between the parties, payment of the agreed price shall be made within 14 calendar days with a 3% discount or within 30 calendar days without deduction from the date of the duly issued invoice. The payment is deemed to have been made on time if the transfer of the money has been placed on the due date. In case of faulty or incomplete performances, Habegger AG is entitled to withhold the payment until the supplier has fulfilled its performances properly.

9.5. The settlement of an invoice is not deemed to be a recognition of a contractual, defect-free performance of the deliveries and services of the supplier.

10. Offsetting

10.1. Habegger AG is entitled to offset at any time all claims of the supplier with its own claims against the supplier.

11. Changes in Performance

11.1. The supplier is obliged to accept change requests of Habegger AG at any time. The supplier informs Habegger AG in a written supplement to the offer on the costs and deadline consequences caused by the desired changes. The changes may only be exercised, if a written confirmation of the client exists. Otherwise the execution of changes shall not entitle to any price and/or deadline adjustments.

12. Warranties and Defect Rights

12.1. The supplier guarantees that his deliveries and performances will have the warranted features when used, as contractually expected.

12.2. Unless there is explicit agreement between the parties, the warranty period is at least 24 months and commences with the unconditional acceptance of the performances by Habegger AG. The period amounts to five years, if the delivery or performance has been integrated into an immovable facility and caused the defectiveness of this facility.

12.3. If there is a defect, Habegger AG may demand from the supplier repair, replacement, defect-free goods or a deduction corresponding to the lower value from the remuneration.

12.4. If the supplier is late in setting an appropriate deadline or if there is a high degree of urgency, Habegger AG is entitled to remedy the defects itself at the supplier's expense, have them remedied by a third party, or withdraw from the contract immediately and assert claims for damages.

12.5. If a repair attempt or a replacement part fails, Habegger AG reserves the right to demand reduction or, at its option, cancellation of the individual contract in question. The reduced value is limited to 25% of the value of the services affected by the defect, in case of several defects to at most 50% of the total contractual remuneration payable in terms with the individual contract.

12.6. For repairs and replacements, the supplier grants a warranty in the same manner as for the original delivery or performance. The warranty period for repaired or replaced parts commences with the transfer of risk with respect to these parts anew.

12.7. If the supplier or a third party has issued a declaration of warranty, Habegger AG is also fully entitled to the claims derived from the warranty.

12.8. Habegger AG carries out quantity and quality inspection as soon as it is reasonable on the basis of the type of operation of Habegger AG and the nature of the delivered goods. Defects are reprimanded after their determination, but no later than the date of expiry of the warranty period.

13. Liability

13.1. The supplier shall be liable for all direct and indirect personal injury, material and property damage, which have occurred to Habegger AG in connection with the contractually agreed performance compliance, unless he can prove that the damage caused was not his fault. He shall particularly also be liable for all direct and indirect consequential damages.

13.2. The supplier is liable for the behaviour of any assistants or third parties involved as if it is his own fault.

13.3. In case of gross negligence and for personal injuries the supplier is liable without limitation pursuant to Swiss law.

13.4. The supplier indemnifies Habegger AG against all claims made by third parties and indemnifies Habegger AG for any damages suffered as a result of product liability in connection with the delivery. Habegger AG undertakes to notify the supplier of such claims without delay. Habegger AG reserves the right to assert claims against the supplier

even after the expiry of any periods of relevant product liability law.

14. Insurance

14.1. The supplier is obliged to conclude at his own expense a liability insurance for personal injury, material and property damages, which covers his liability and the supplied goods against Habegger AG and third parties to the necessary extent, however, at least CHF 100,000. The supplier must remain committed to the insurance during the term of the contract. Habegger AG is authorized to request at any time a relevant insurance policy proof.

15. Property Rights

15.1. The property rights on all documents (namely copyrights, patent, design or trademark rights), particularly the rights on production documents, models, patterns, plans, drawings, technical data, etc., which Habegger AG provides to the supplier for exercising the order, remain exclusively with Habegger AG, unless otherwise agreed. They may solely be used by the supplier for the purpose of exercising the order of Habegger AG. The supplier is not entitled to use the documents for third-party orders, to publish them or otherwise make them accessible to third parties. Upon request all documents with all copies or reproductions immediately have to be returned to Habegger AG.

15.2. The property rights on work results prepared by the supplier for Habegger AG, like particularly individual software, including source codes, programme descriptions and documentations pass on to Habegger AG with their creation. Products of third parties and pre-existing rights of the supplier shall remain unaffected by this regulation, unless they are an inseparable component of the created work result. In such a case the supplier grants to Habegger AG a timely unrestricted, non-exclusive and transferable right of use and exploitation on such pre-existing rights.

15.3. The property rights on standard software remain with the supplier or third parties. Insofar as third parties are entitled to the rights, the supplier guarantees, that he has the required rights of use and distribution rights. Habegger AG acquires the non-exclusive right for the use, further processing or distribution of the standard software to the extent agreed in the individual contract.

15.4. The supplier guarantees that in connection with his performances and deliveries he does not breach any property rights of third parties. The supplier undertakes to indemnify Habegger AG in full for any claims of third parties and for all costs in connection with violations of property rights.

16. Place of Performance

16.1. Place of performance for delivery and payment is the place of destination specified in the order of Habegger AG. If no agreement was made, the legal seat of Habegger AG is deemed to be the place of performance.

16.2. Use and risks are transferred to Habegger AG upon delivery to the place of performance.

17. Secrecy and Data Protection

17.1. The parties are bound to secrecy of facts and data, including the records and data carriers affiliated thereto, which get to their knowledge in conjunction with this contract and which are neither disclosed nor made generally available. This duty also needs to be imposed on to commissioned third parties. Confidential data are also analysis, summaries and excerpts, which were prepared on the basis of confidential data. In case of doubt facts and data need to be treated confidential. The obligations to secrecy already exist prior to contract conclusion (during offer period) and also after termination of the contractual relationship or after fulfilment of the agreed performance. Statutory disclosure requirements remain reserved.

18. Retention of Title

18.1. The supplier irrevocably and unconditionally waives the right to make entries in the reservations register and/or to apply for such. Any entries must be deleted immediately upon first request of Habegger AG at the supplier's expense.

19. Health and Safety Conditions, Working Conditions and Equal Treatment of Women and Men in Terms of Equal Pay

19.1. The supplier complies with the health and safety conditions and working conditions for his female and male employees for performances in Switzerland at the place of performance. It guarantees the equal treatment of women and men in terms of equal pay. Working conditions shall be deemed as meaning conditions which are contained in collective agreements and in labour agreements, and, if such agreements do not exist, working conditions usual in the region

and the profession concerned. The supplier obligates sub-suppliers and subcontractors to comply with the above principles.

20. Export Control and Customs

- 20.1. The supplier is obliged to notify Habegger AG on any applicable (re-) exports license requirements for the goods pursuant to Swiss, European, US-export control law and customs regulations as well as the export control law and customs regulations of the country of origin in his business documents. In this respect the supplier announces at least the following information in his offers, order confirmations and invoices in relation to the goods concerned:
- a) the export control number according to the Goods Control Ordinance of 25 June 1997 or comparable list positions of relevant export control lists;
 - b) for US-goods the Export Control Classification Number (ECCN) according to US Export Administration Regulations (EAR);
 - c) the trade-policy place of origin of his goods and the components of his goods, including technology and software;
 - d) as to whether the goods were shipped through the USA, were manufactured or stored in the USA, or manufactured with the help of US-American technology;
 - e) the statistical goods number (HS-Code) of his goods, and a contact partner in his company for clarification of any questions of Habegger AG.
- 20.2. Upon request of Habegger AG the supplier is obliged to inform them in writing on all additional foreign trade data relating to his goods and their components and to immediately inform Habegger AG in writing, namely prior to delivery of goods affected thereby, on all changes of the before-stated data.

II Final Provisions

21. Contractual Term and Termination

- 21.1. Habegger AG has the right, with a notice period of 14 calendar days, to waive a performance agreed upon under an individual contract or to withdraw from an individual contract. In the event of a performance waiver or resignation by Habegger AG, the supplier is entitled to an adequate compensation.
- 21.2. Habegger AG may terminate the contract as a whole or in parts with immediate effect, if important reasons are given, namely
- a) if the supplier is in breach of his contractual obligations, even though he was reminded to comply with them by Habegger AG with registered letter with a notice of at least 5 days;
 - b) if the supplier is insolvent or insolvency proceedings or composition proceedings were initiated against him.
 - c) In case of the sale of the company of the supplier or a change of his majority shareholder, transfer of the company, the change of the company's purpose or the object of the company, transformation by merger, splitting, asset transfer or change in legal form and in all similar or comparable cases.

22. Force Majeure

- 22.1. The contractual parties shall not be liable for delays in the service performance or for the lack of services, if the delay or lack is caused by circumstances beyond their control.
- 22.2. If a party determines a case of force majeure, it will notify the other party as soon as possible and inform on the exact circumstances of the case of force majeure.
- 22.3. If the case of force majeure lasts longer than three months, each party may dissolve the individual contract concerned. In such a case the agreed remuneration is payable pro rata until the date on which the individual contract ends.

23. Assignment, Transfer and Pledge

- 23.1. Without prior written consent of the other party, a party may not assign, transfer or pledge its rights and obligations from the contractual relationship to third parties. This consent shall not be refused without cause.

24. Severability Clause

- 24.1. If a provision or parts of these GTCP is or becomes ineffective, the effectiveness and enforceability of all other provisions shall remain unaffected thereby. For such case the parties agree to an effective and enforceable provision, which reflects the commercial purpose pursued by the parties to the extent, that no significant change of the version is

caused thereby.

25. Written Form

- 25.1. Agreements between the parties (offers, acceptances, orders, individual contracts, etc.) as well as amendments and supplements of the same are only effective in written form.
- 25.2. The use of email is equated to the written form. The personal signature is equivalent to the qualified electronic signature (see Federal Law on Electronic Signature, SR 943.03).

26. Applicable Law and Place of Jurisdiction

- 26.1. The contract shall be governed by Swiss substantive law.
- 26.2. The provisions of the Vienna Sales Law (United Nations Conventions on Contracts for the International Sale of Goods, concluded in Vienna in 11 April 1980) are waived.
- 26.3. Exclusive place of jurisdiction is the legal seat of Habegger AG in Regensdorf.