

## - General Conditions of Sale -

These Conditions of Sale of Schuler Präzisionstechnik AG apply to all deliveries and performances provided to the Purchaser (products, services, advice, etc.). Only legal entities may be considered as possible Purchasers (including public legal entities, such as municipalities).

### 1. General provisions

Our Conditions of Sale apply exclusively, we are not bound by Conditions of Sale of the Purchaser which conflict with or deviate from our Conditions of Sale, even if we do not expressly object to them.

### 2. Advice

Any form of advice, both written or spoken, is given by us to the best of our knowledge based on our experience. Details and information on the suitability and application of our goods are non-binding and do not exempt the Purchaser from the need to conduct its own inspections and tests. When using our goods, the Purchaser is responsible for compliance with statutory and regulatory provisions.

### 3. Offer / Conclusion of the contract

1.1. Our offers are subject to change and non-binding, unless we expressly designate these as binding in writing. Declarations of acceptance and orders by the Purchaser shall, insofar as they constitute offers pursuant to § 145 German Civil Code, only become binding by means of our written confirmation of order. We have at least 12 working days' time from the date of the order receipt to accept the orders of the Purchaser. The application of Art. 6 of the Switzerland Civil Code is expressly excluded.

3.2. Documentation pertaining to our offer within the meaning of Article 3.1, such as illustrations, drawings etc. and dimensions and weight specifications contained therein are only approximate, insofar as we have not expressly designated these as binding. The same applies for instructions for use. Tolerances customary in the trade remain reserved within the scope of what is reasonable for the Purchaser.

### 4. Documents submitted

We retain ownership and copyright and other property rights of every nature in relation to all documentation provided to the Purchaser in connection with the order being placed, such as, for example, calculations, drawings etc. These documents may not be disclosed to third parties, unless we have provided our express agreement thereto. Insofar as we fail to accept the Purchaser's offer within the period specified at Article 3.1, such documents must be returned to us immediately.

### 5. Pricing and payment terms

5.1. Unless expressly agreed otherwise, our prices are "ex works" excluding packaging and plus VAT in the currently applicable amount and/or VAT at the level applicable in each case. Dispatch, customs and packaging costs, and all other costs arising (e.g. insurances, necessary approvals and certifications) and all types of tax, expenditure, fees and similar will be invoiced separately and are to be borne by the Purchaser.

5.2. The purchase price must be paid net within 30 days. Default interest will be calculated at 9% above the basic interest rate of the European Central Bank. The Purchaser is in default when a payment is not made within 30 days following receipt of the invoice. The right to demand a higher level of compensation for damage caused by delay/default is reserved (Art. 103 and Art. 106 of the Switzerland Civil Code).

5.3. We reserve the right to change our prices accordingly in the event of cost reductions or cost increases after conclusion of the contract, in particular, on the basis of wage agreements, changes in the price of materials or currency fluctuations. We shall provide evidence of the basis of the increase to the Purchaser upon request. For long-term contracts – more than three months – the right to price reservations is invoked, as long as adverse price changes are included in the calculation. We have the right to withdraw from the contract, without compensation, where no agreement can be reached in relation to pricing.

5.4. Where we have taken on installation, assembly or another service and unless otherwise agreed, the Purchaser will bear all necessary ancillary costs such as travel and transport costs, in addition to the agreed remuneration.

### 6. Scope of delivery / Measurement methods / Industrial property rights / Data protection

6.1. Our confirmation of order is decisive for the content and scope of the contract.

6.2. Partial deliveries are permitted, provided that this does not result in disadvantages for use. They will be considered as performance of separate contracts and must be paid separately. In the event of default of payment for a partial delivery, we are entitled to refuse further execution of the order.

6.3. For manufacturing reasons, we pay for our excess or short deliveries to the extent that is customary, to a maximum of 10% of the agreed order volume.

6.4. Technical changes, which prove to be necessary for manufacturing reasons, product maintenance reasons, to comply with legislative requirements or for other reasons, are permitted. Where the Purchaser becomes aware of changes, it must notify us of these immediately, if it considers that these are not permitted.

6.5. For inspections, for which specific temperatures, times and other measurement and control values apply, appropriate measurement methods must be set down prior to the start of deliveries and accepted by both Parties. If no such agreement is made, our measurement methods shall apply.

6.6. Orders in accordance with drawings, sketches or other specifications provided to us will be executed at the risk of the Purchaser. Where we encroach on third-party industrial property rights as a consequence of executing such orders, the Purchaser will indemnify us for claims by third-party right holders. Further damages will be the responsibility of the Purchaser.

6.7. We are entitled to process all data of the Purchaser within the meaning of the German Federal Data Protection Act, for which the Purchaser grants their express approval.

### 7. Right of set-off / Rights of retention

The Purchaser only has a right of set-off, where its counterclaims are legally binding and undisputed. The Purchaser is only entitled to exercise a right of retention to the extent that its counterclaim derives from the same contractual relationship.

### 8. Delivery times

8.1. Delivery times are strictly non-binding and approximate. In the event of uncertainty, the delivery period begins with dispatch of the confirmation of order by us.

8.2. Compliance with delivery times requires timely receipt of all documentation to be provided by the Purchaser, the necessary approvals and clearances, in particular of plans, compliance with the payment terms agreed and fulfilment of other obligations by the Purchaser. Where these preconditions are not met in a timely manner, deadlines will be appropriately extended; this will not apply where the delay is attributable to us.

8.3. Where non-compliance with agreed delivery periods results from force majeure, for example, mobilisation, war, riot or similar events, such as strike, lock-out, the periods will be appropriately extended. The same applies in the event that we are not supplied by our Suppliers in a timely and proper manner.

8.4. Where we are culpable of default in delivery, the Purchaser can – insofar as it can prove that it has incurred resultant loss – demand damages for each complete week of delay of 0.5% of the net price for that part of the delivery which cannot be put into useful operation, up to a maximum, however, of 5%.

8.5. Both damages claims by the Purchaser due to default in delivery and compensation in lieu of performance which exceed the limits specified at Clause 8.4 are excluded in all cases of delayed delivery, even after expiry of any deadline that we set for delivery. This will not apply in the event of mandatory liability for intent, gross negligence or injury to life, limb or health. The Purchaser may only withdraw from the contract within the scope of statutory provisions, insofar as the delay to delivery is attributable to the us.

8.6. For call-off orders, call-offs must be requested in good time so that proper manufacturing and delivery is possible, and at least 12 weeks before the desired delivery period. Call-off orders must be called off within 12 months of the order, where no other fixed deadline is agreed. In the absence of the call-off or complete call-off within 12 months of the order or on the agreed call-off terms, the Purchaser enters into default of acceptance.

8.7. Where the Purchaser enters into default of acceptance or breaches a cooperative obligation, we are entitled to require compensation for the damages we suffer, including any additional

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expenditure. In this case, the risk of accidental loss and accidental deterioration of the object of purchase passes to the Purchaser, at the point at which the latter enters into default of acceptance.

### 9. Transfer of risk / Packaging costs / Insurance

9.1. The risk of accidental loss and accidental deterioration passes to the Purchaser upon transfer to the carrier or haulier, at the latest, however, upon the goods leaving our premises. The Incoterms 2000 "ex works" clause (German version) applies, unless we have reached an alternative agreement with the Purchaser, in writing. This also applies where we make partial deliveries.

9.2. If handover is delayed due to any circumstance for which the Purchaser is responsible or on its instructions, risk transfers from the date of notification of readiness for shipping to the Purchaser. Upon express, written request of the Purchaser, we undertake to insure the goods stored by us at its expense. This also applies in the cases where a delivery deadline is not expressly agreed, subject to the proviso that risk transfers to the Purchaser 7 calendar days after notification of readiness for shipping.

9.3. Where requested by the Purchaser, we shall obtain transport insurance for the delivery; the Purchaser shall bear the costs incurred in this respect.

9.4. Transport packaging and all other packaging that complies with the German Packaging Ordinance will not be taken back, except for pallets. The Purchaser undertakes to dispose of the packaging at its own expense.

9.5. The Purchaser shall take delivery of the goods supplied, even if they are slightly defective, regardless of its rights arising from §§ 433 ff Switzerland Civil Code.

### 10. Tools / Items provided

10.1. Tools and other special equipment manufactured by us and paid for by the Purchaser are its property but shall remain in our possession. We may use such tools and special equipment for other purposes or scrap them, if the Purchaser has not accepted the goods manufactured with them after two years. To this extent, the Purchaser waives its right to assert claims for compensation.

10.2. For claims of the Purchaser due to damage or destruction of the Purchaser's items provided to us or supplied to us for processing, we are liable only for wilful intent and gross negligence, liability for simple negligence being excluded. Liability is excluded for normal wear and tear. The Purchaser undertakes to obtain "off-premises insurance" for the items provided, as necessary.

### 11. Retention of title

11.1. We retain title to the delivered items until complete settlement of all our claims arising under the supply contract, and until settlement of all other claims from the business relationship. This will also apply for all future deliveries, even if we do not constantly and expressly refer to this fact. We are entitled to take back goods, if the Purchaser acts contrary to the contract.

11.2. The Purchaser is obliged, as long as title has not yet been transferred to it, to handle the goods with care, being obliged, in particular, to insure these goods, at its own expense, against theft, fire and water damage at a level sufficient to cover their original value. To the extent that maintenance and inspection works are necessary, the Purchaser must implement these in a timely manner, at its own expenses. As long as title has not yet transferred, the Purchaser must inform us immediately if the objects delivered are seized or exposed to any interference by third parties. Where the third party is not able to pay the judicial and extra-judicial costs of a complaint under § 771 Switzerland Code of Civil Procedure, the Purchaser shall be liable for the resultant costs incurred by us.

11.3. The Purchaser is entitled to resell the goods subject to retention of title in the normal course of business. The claims of the customer from the resale of the goods subject to retention of title are thereby assigned to us in the amount of the agreed final invoice amount (including VAT). This assignment will apply, irrespective of whether or not the goods are resold without or subsequent to processing. The Purchaser remains entitled to collect the receivables even after the assignment. Our power to collect the receivables remains unaffected

thereby. However, we will not collect the receivables, so long as the Purchaser continues to meet its payment obligations from the proceeds collected, does not enter into default of payment and, in particular, is not the subject of an application for the initiation of insolvency proceedings and has not suspended payments.

11.4. Handling, processing or remodelling of the goods by the Purchaser is always effected on our behalf and at our behest. In this case, the expectant right of the Purchaser to the goods continues for the remodelled goods. Insofar as the goods are processed with other objects that do not belong to us, we will acquire co-ownership of the new item at the ratio of the objective value of our goods to the other processed objects at the time of processing. The same applies in the event of combination. Insofar as combination is effected in such a manner that the Purchaser's item is considered to be the principal item, it is agreed that the Purchaser shall assign to us proportionate co-ownership and shall hold the resultant sole title or joint title for us. To safeguard our claims against the Purchaser, the Purchaser shall also assign to us such claims that accrue to it against third parties as a result of combination of the goods subject to retention of title with real property; we hereby accept such assignment.

11.5. We undertake to release securities available to us, upon the Purchaser's request, to the extent that their value exceeds the value of the claims being secured by more than 20%.

11.6. The Purchaser must inform us immediately of any seizure, compulsory execution or other third-party intervention adversely affecting our rights of ownership. The Purchaser must bear the costs of measures to eliminate the third-party intervention, in particular the costs of any intervention proceedings.

### 12. Warranty and Notification of Defects / Recourse / Manufacturer's recourse

12.1. The Purchaser warranty rights require that the Purchaser observes their obligation to inspect and submit complaints (e.g. Art. 210 of the Switzerland Commercial Code).

12.2. Claims for defects become time-barred after 12 months following delivery of the goods supplied by us to the Purchaser. Our agreement is required prior to any return of the goods. This period does not apply, to the extent that the law in accordance with §§ 438(1) No. 2 (building structures and components for structures), 479(1) (right of recourse) and 634a(1) No.2 (construction defects) Switzerland Civil Code provide for longer periods.

12.3. Where, in spite of all due care taken, the goods delivered by us exhibit a defect, which was already in existence at the point of transfer of risk, we will, at our discretion, rectify the defect or delivery replacement goods, subject to timely notification of the defect. We must always be given the opportunity to remedy the defect within an appropriate period. Recourse claims shall remain unaffected by the provision above, without restriction.

12.4. Where the defect is not successfully remedied, the Purchaser is entitled - without prejudice to any damages claims according to Article 12.8 - to withdraw from the contract or to reduce payment.

12.5. Claims for defects for insignificant deviations from characteristics agreed under the contract, for irrelevant impairment of serviceability, for natural wear and tear and for damages which result from incorrect or negligent handling subsequent to transfer of risk, excessive loads, unsuitable operating materials or by virtue of external influences that are not anticipated under the contract, are excluded. If the Purchaser or third party has carried out improper repairs or modifications, claims for defects based on such repairs or modifications or their consequences are excluded.

12.6. Claims by the Purchaser for expenditure necessitated for the purpose of rectification, in particular, transport, travel, labour and materials costs, are excluded, insofar as these are increased by virtue of the delivered goods being transferred to a place other than the Purchaser's place of business, unless such transfer is consistent with the goods' intended use.

12.7. Rights of recourse of the Purchaser against us exist only insofar as the Purchaser has not concluded agreements with its customer that go beyond mandatory statutory claims for defects.

12.8. Claims for compensation by the Purchaser due to a material defect are excluded. This does not apply in the event of malicious concealment of the defect, non-compliance with a quality guarantee, injury to life, limb, health or liberty nor in the event of wilful or grossly negligent breach of obligations by us. Further claims or claims for

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damages other than those regulated in these GTC's on the part of the Purchaser owing to a material defect are excluded.

12.9. The preceding provisions also apply in the event of delivery of another item or a lesser quantity.

### **13. Impossibility / Adaptation of the contract**

13.1. To the extent that delivery is impossible, the Purchaser is entitled to require damages, unless we are not responsible for the impossibility. However, such a claim for damages by the Purchaser shall be limited to 5% of the value of the part of the delivery which cannot be put into useful operation due to the impossibility. This limitation will not apply in the event of mandatory liability for intent, gross negligence or injury to life, limb or health. The right of the Purchaser to withdraw from the contract remains unaffected.

13.2. Insofar as unforeseen events within the meaning of Article 8.3 significantly alter the commercial importance or contents of the delivery or have a considerable effect on our business, the contract will be appropriately adapted in good faith. To the extent that this is not justifiable from an economic point of view, we are entitled to withdraw from the contract. If we want to exercise our right of withdrawal, we must notify the Purchaser immediately that we become aware of the consequences, even where we initially agreed an extension of the delivery period with the Purchaser.

13.3. To the extent that specially commissioned goods are to be manufactured for the Purchaser, withdrawal from the contract is not possible. At the start of production, the order, however, can be cancelled with our written agreement. In this case, costs and lost profit, calculated for orders, which have been declined in the interim period on the basis of the order issued, must be covered by the Purchaser.

### **14. Other damages claims / Limitation**

14.1. Damages claims by the Purchaser on any legal grounds, in particular, due to violation of obligations under the contract or liability in tort, are excluded.

14.2. This does not not apply, where liability is mandatory, for example, in accordance with German Product Liability Law, in the event of wilful intent, gross negligence, as a result of injury to life, health or limb or as a result of the violation of fundamental contractual obligations. Damages for violation of fundamental contractual obligations are, however, limited to reasonably foreseeable, contractually-typical damages insofar as there is no wilful intent or gross negligence and liability does not result from injury to life, health or limb.

14.3. Insofar as the Purchaser is entitled to claim damages, such claims become time-barred with expiry of the limitation period applicable pursuant to Article 12.2. The same applies for claims of the Purchaser in connection with measures to prevent damages (e.g. recall campaigns). In the event of damages claims under the German Product Liability Law, the statutory limitation provisions apply.

### **15. Other provisions**

15.1. This contract and all legal relations between the Parties shall be governed solely by the law of Switzerland, to the exclusion of UN Sales Law (CISG).

15.2. The sole place of jurisdiction for all disputes arising from this contract is our business headquarters. We are also entitled to initiate claims at the Purchaser's registered office. 15.3. All arrangements made between the Parties for the purpose of implementing this contract, are set down in the contract in writing.

15.4. Where an individual provision of the present Conditions and additional agreements concluded is or becomes ineffective, the validity of the remaining Conditions shall be unaffected thereby. The Contracting Parties undertake to replace the ineffective provision with a provision that comes as close as possible to the economic purpose of the original provision. The same applies for omissions.

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