

GENERAL TERMS AND CONDITIONS OF THE BOSSARD LTD.

1. Scope, service features

- 1.1 The Bossard Ltd. supplies goods and services to its customers exclusively on the basis of the General Terms and Conditions currently enforced. The product range refers especially to the manufacture of components and other products and engineering, technical consulting, logistics and other services. It also includes goods and services supplied as part of a complete or partial solution offered by us.
- 1.2 Our current General Terms and Conditions can be viewed at any time on our website (www.bossard.com → About Us → Download Center → General Terms and Conditions). They shall be included in their entirety in every contract concluded. The General Terms and Conditions shall apply for every business relationship entered into with us.
- 1.3 Any other terms and conditions or specific agreements shall be binding only if agreed in writing.
- 1.4 The customer may then only require us to provide a service that goes beyond the supply of the goods if this has been agreed in writing. It must be noted that responsibility for installation and use of the goods rests with the customer.
- 1.5 If we have issued a written order confirmation or confirmed other contractual documents in writing, these documents will contain an exhaustive list of all goods and services to be supplied.
- 1.6 For the purposes of these General Terms and Conditions, we define “in writing” as meaning a document (including a fax or pdf document) signed by one of the contracting partners. “In writing” is also defined as an e-mail sent by one contracting partner to the other, provided the person acting for the party sending the e-mail can be clearly identified and is authorized to deal with the matter.

2. Prices and payment for goods and services

- 2.1 The prices for our goods and services are always shown exclusive of VAT in the relevant currency. This principle applies for all our price lists, order confirmations and other contractual documents.
The prices for our goods are shown for 100 pieces. We expressly reserve the right to make alternative arrangements subject to appropriate notification. Prices for 1'000 pieces or more apply only to industrial packages or bulk quantities. The minimum order value for goods is CHF 75.–; an equivalent amount will apply for deliveries in any other currency. A minimum quantity surcharge is added for opened packets. We can provide a quantity discount for goods with a value of at least CHF 200.– or corresponding amount in any another currency.
- 2.2 We reserve the right to make price adjustments if market conditions change significantly or if resulting from fluctuations in the exchange rate. The prices offered are binding only if and insofar as we have notified the customer of the period for which they are binding.
- 2.3 Our goods are delivered EXW according to Incoterms 2010.

- 2.4 Invoices for our goods and services are payable within 30 days of the invoice date. Payment shall be made net without discount. If payment is delayed an interest charge of 7% plus a processing fee of CHF 70.– (or a corresponding amount in a different currency) will be charged for reminders. Both amounts will be charged without separate notice of default. Payments billed must be made in the currency specified in our price lists, order confirmations or other contractual documents.

3. Brochures, catalogs, technical and other documents

- 3.1 The dimensions and text instructions and diagrams in our documents are without obligation; these include in particular brochures, catalogs, ordering and technical documentation, as well as other technical information.
- 3.2 We shall not be liable for the accuracy and completeness of documents delivered to us by the customer (particularly in the case of drawings, material specifications and other documents). Moreover, we are not under any obligation to verify their accuracy and completeness.
- 3.3 The customer must also ensure that the documents he delivers to us (drawings, material specifications and other documents) do not infringe any third-party rights. If the customer does not comply with this requirement, he must indemnify us against all third-party claims in this respect.

4. Deadlines and dates, delivery quantity

- 4.1 We shall do our best to comply with the offered and accepted delivery dates and deadlines. These correspond to the available order capacities and material procurement capabilities existing at the time of the order confirmation. Goods deliveries remain subject to the definitive acceptance of the contract by our suppliers.
- 4.2 The delivery date or deadline is measured from the conclusion of the contract. At this point all necessary formalities with regard to the authorities must have been fulfilled, payments to be made with the order effected and any securities provided. The contracting partners must also have clarified all essential technical points by the delivery date.
- 4.3 The agreed delivery dates or deadlines may be reasonably extended or amended, without Bossard AG becoming liable for damages. This rule applies for the following circumstances in particular:
- if information that we require in order to fulfill a contract is not received in due time, or if it is subsequently amended;
 - if the customer or a third party (in particular any of our subcontractors) falls behind schedule with supplies of goods or services or is otherwise in default with the fulfillment of contractual obligations;
 - if we, the customer or a third party (in particular any of our subcontractors) are affected by obstacles or unforeseen events that cannot be avoided. We define such events as including (but not limited to) the consequences of force majeure, war, international tensions, riots, lack of commodities, breakdowns, epidemics, strikes, etc.
- 4.4 If the delivery date or deadline is not met and if the reasonable extension (to be defined in the individual case) is exceeded, the customer is entitled to withdraw from an agreement entirely or partially, for as long as the delivery remains unfulfilled. Liability for any downtime and any other damages arising from failure to comply with stipulated delivery dates and quantities is explicitly excluded.

- 4.5 For prepacked goods sold by quantity, the average value of the goods supplied shall correspond to at least the nominal quantity according to the spot-check procedure. A measurement tolerance of +/- 4% is allowed for deliveries of prepacked goods with a quantity of 100 pieces or more.
- 4.6 An excess or short delivery of 15% shall be tolerated for items specifically designed to the customer's requirements.

5. Traceability

Insofar as we are required to ensure the traceability of goods, this shall be done by providing the necessary information on the package label. After delivery of the products the customer shall be responsible for ensuring that we can be traced as the supplier.

6. Reservation of title, ownership in connection with logistics

- 6.1 The goods shall remain our property until payment is received in full.
- 6.2 If we develop logistics solutions or supply logistics services and provide boxes, racks and other inventory items for this purpose, these items shall remain our property unless otherwise agreed in writing.

7. Inspection and acceptance obligations and notification of defects

- 7.1 Our goods and/or services must be promptly approved and, if appropriate, inspected by the customer to ensure that they comply with the technical specifications and the statutory requirements. The same applies upon completion of one of our complete or partial solutions. Likewise upon the completion of services, the customer must check whether these have been provided in accordance with what has been contractually agreed.
- 7.2 Any defects with regard to our goods and services must be reported promptly in writing as soon as they discovered, and no later than 8 days of receipt of the goods or completion of the installation work. This rule shall also apply in the case of complete or partial solutions and for completion of work on other services.
- 7.3 A defect shall be deemed to have been validly reported if the report was sent before expiry of the deadline as stated in clause 7.2 and there is irrefutable evidence that the report was both sent in writing and delivered, for example by the use of registered mail to send the report. Upon receiving the notification we reserve the right to have the reported defect or damage verified by our own staff or by experts of our choice.
- 7.4 Contrary to the above provisions, any customer that makes use of a logistics solution offered by us is released from the obligation to inspect goods upon delivery.
- 7.5 The statute of limitations shall apply in addition for defects in our goods and services.

8. Warranty for our goods

- 8.1 We shall only guarantee the product features in accordance with the relevant product standards such as DIN, ISO or EN. This guarantee also covers the corresponding technical terms of delivery and the order documents for customized parts. Unless otherwise agreed in writing the random sampling for standard and customized products (bulk goods) shall be based on standard ISO 3269, "Acceptance Testing for Mechanical Fasteners". During acceptance testing for mechanical components or piece goods, according to standard ISO 2859, "Attribute Sampling", shall apply if a specific sampling agreement exists for these goods.

There is inherent risk of delayed catastrophic failure involved in using fasteners hardened to 320 HV and above and electroplated fasteners (especially with strength class 12.9). International standard ISO 4042 makes specific reference to this risk. If the customer selects and purchases fasteners whose properties, strength and manufacturing process involve a high risk of hydrogen embrittlement, then this risk shall be assumed entirely by the customer; we shall therefore be absolved of all liability for this, including all our liabilities towards the customer with regard to product quality. Such liabilities include in particular, but are not limited to, compensation for damages and express or implied warranties, including warranties for market conformity or suitability for a particular purpose.

- 8.2 Properties which lie outside of these standards shall then only be covered by the warranty if agreed in writing. These standards also include information contained in our documentation, in particular brochures, catalogs, written orders, and in technical and other documents. Any change of subsupplier, where this subsupplier fulfils the same product standards or supplies goods according to the same specifications, does not constitute a change to the contractual goods or services.
- 8.3 We offer no guarantee regarding the suitability of the goods for a type or area of use. This rule applies in particular for the constructive aspects of the application object. When responding to questions relating to construction and/or installation, our answers will be based on the information provided by the customer. Our own information is based on theoretical considerations or the results of tests carried out under laboratory conditions. They must be tested by the customer under actual conditions of use.
- 8.4 If we adapt a product to suit specific requirements at the customer's request, we provide no guarantee with regard to the consequently amended product features mentioned in clause 8.1 para. 1 and 2 above.
- 8.5 Any obligation of warranty shall be voided if the agreed standards are not observed or if changes are made to the goods without our express consent. This means in particular the above-mentioned standards and any other conditions of use specified or approved in writing by us.
- 8.6 The warranty further excludes any defects attributable to normal wear and tear, improper maintenance, incorrect handling, overstressing and intervention by third parties.
- 8.7 If we supply engineering, technical consulting, logistics or other services, with regard to the goods we guarantee only the features in accordance with clause 8.1 - 8.6 above. This rule also applies for services provided as part of a total or partial solution.
- 8.8 If any goods we supply are defective we undertake to deliver a replacement free of charge under the guarantee.
- 8.9 Notwithstanding clause 10, all further liabilities for defects for deliveries of goods are hereby excluded.

9. Warranty for our services, guarantee of durability

- 9.1 We guarantee to take the utmost care in the execution of our services. In the absence of any other written agreement – which must be defined by us as binding – we offer no guarantee for the correctness of the delivered results or their interpretation.
- 9.2 If we provide software as part of our logistics solutions, we guarantee that it will correspond to the specifications listed in the documentation at the time of acceptance. We cannot guarantee that the software will run without interruptions or errors. Any guarantee shall be voided if the operating conditions are not observed or if

modifications are carried out. Nor do we accept any responsibility if maintenance, repair or other work is carried out by a third party or if system or other updates are carried out which have not been authorized by us or over which we have no influence.

- 9.3 If any guarantee of durability with regard to watertightness or other features or a specific lifetime for components and other products is expressly provided, this period shall commence upon delivery. Our obligation under the warranty shall lapse if damage is incurred as a result of incorrect installation or use of the components and other products. Furthermore, no guarantee is provided for damage resulting from exceptional demands, e.g. damage due to bad weather or the effects of instability in the subsoil, in particular chemical or biological effects. This restriction of liability shall be waived only if there is evidence that the damage was essentially caused by faulty materials or components. For installation and use, the technical product descriptions and installation instructions supplied in relation to the respective components and other products and the legally prescribed or generally acknowledged standards and principles of architecture shall apply.
- 9.4 If any additional services are defective, we undertake to rectify the work under the guarantee or the guarantee of durability at our own expense.
- 9.5 Notwithstanding clause 10, all further liabilities for defects in additional services are hereby excluded.

10. Liability for damages

- 10.1 Within the scope of our statutory product liability, we accept liability for personal injury and material damages with regard to our goods and services, where such losses are directly attributable to the personal injury or material damage.
- 10.2 Any further contractual or non-contractual liability, particularly for direct and indirect consequential damages, is expressly excluded with regard to all of our goods and services. This also applies in particular for costs of necessary installation and removal and interruption of operations. This exclusion from liability also applies for our contractual and non-contractual liability in the case of damages caused by the actions or omissions of our legal representatives, employees and support staff; the same rule furthermore applies for the personal contractual and non-contractual liability of these representatives, employees and support staff.

11. Quality assurance, quality and test laboratory

- 11.1 We operate a certified quality assurance system according to ISO 9001 and we have in addition an ISO/IEC 17025-accredited quality and test laboratory for the purposes of quality assurance. According to the accreditation regulations, services are supplied only if these have been agreed by us in writing by the time the order is placed or the contract awarded.
- 11.2 The quality and test laboratory is an independent testing institute. It is accredited according to the relevant standards and carries out its tests and analyses according to the applicable testing methods or standards.

12. Cancellation, withdrawal

- 12.1 An order may only be canceled subject to our express, written agreement and reimbursement of our costs for material, wages and other expenses.
- 12.2 Complaints with regard to quality, dimensions or quantity deviations of a specific delivery shall not entitle the customer to cancel the remainder of an order.

12.3 We shall be entitled to withdraw from delivery obligations if the customer's financial situation has deteriorated substantially or turns out to be other than has been presented to us.

13. Obligation to inform and safety

13.1 The customer is obliged to notify us of any particular technical requirements, or legal, administrative or other regulations or other circumstances that are significant for the supply of our goods or services. It must be emphasized that such information is to be supplied promptly and without being requested by us. The obligation to inform shall apply especially if our goods or services are to be used for any hazardous or unusual purpose. Such regulations, standards or circumstances must be brought to our attention in writing on or before the date when the order is placed or the contract awarded, unless they do not come to light until we are in the process of delivering the goods or supplying the services, in which case the customer shall notify us of them immediately.

13.2 Notwithstanding this obligation to inform, the customer shall remain responsible for product safety and other safety measures.

13.3 Responsibility for ensuring compliance with general and local safety regulations and for issuing appropriate instructions to staff rests entirely with the customer.

14. Using the results

The results of our services are intended for the sole use and information of the customer and may not be forwarded to third parties or put to another use without our prior written consent. This rule relates in particular to analyses, investigation results, calculations, etc.

15. Industrial property rights

15.1 Copyright and other intellectual property rights and rights of protection, which arise in connection with our supplies of goods or services, shall be retained exclusively by us. These rights cover, among other things, our drawings, plans, technical and other documents, software programs and other solutions developed by us.

15.2 Non-transferable and non-exclusive rights of use granted to the customer expressly and in writing shall remain reserved.

15.3 We are entitled to use and to develop further, in our work for other customers, any generally exploitable knowledge and expertise, as well as experience and skills, which we have acquired in the course of supplying our goods or services.

16. Secrecy

Each contracting partner shall treat confidentially the other's business data, documents and information to which he has access, and which are neither generally accessible nor in the public domain. He may not make these available to third parties, either directly or indirectly, or exploit them in other ways. Such data, documents and information may be used only for the purposes of fulfilling the contract. With this in mind the contracting partners must take all necessary steps to prevent this data being passed to or exploited by third parties. Employees of the contracting partners – unless already bound to secrecy by the terms of their employment contract – must undertake to preserve the secrecy of the data, documents and information. The obligation to maintain secrecy shall continue to apply even after our contractual relationship comes to an end.

17. Applicable law, jurisdiction

The rules governing conflict of laws and the United Nations Convention on Contracts for the International Sale of Goods are excluded. Zug, Switzerland shall be the sole place of jurisdiction.

18. Severability clause

If any individual provisions of these General Terms and Conditions are or become completely or partially void and/or ineffective, the validity of the remaining provisions or parts thereof shall remain unaffected. The invalid and/or ineffective provisions shall be replaced by provisions that come as close as possible economically to fulfilling with legal effect the meaning and purpose of the invalid and/or ineffective provisions. The same shall apply if these General Terms and Conditions are incomplete.

19. Binding nature of the original text

In the event of deviations between the German version of the General Terms and Conditions and a version in another language, the original German text shall apply in all cases.