

## 1. PLACEMENT OF ORDERS/APPLICABILITY OF TERMS OF PURCHASE

These conditions apply to all purchases by Felss Rotaform AG and are considered accepted and effective upon execution of the order. Deviations from these terms in individual cases are only valid if and when Felss Rotaform AG has specifically agreed to them in written form. Objections by Felss Rotaform AG to differences in the suppliers' conditions such as general terms of business, special offers, order confirmation, billing, product documentation, advertising material, etc. are not required. These terms and conditions apply to all subsequent orders by Felss Rotaform AG without specifically re-referencing them. Only written orders and agreements are binding. The supplier must confirm the order within 3 days in written form.

## 2. FULFILLMENT PROCESS

Place of delivery is the address of the ship-to party given in the order. Place of payment is Triengen. The delivery date results from the order by Felss Rotaform AG. If the delivery deadline is not objected to by the supplier within 3 workdays after receipt of the order, the delivery date shall be considered as absolutely binding and is mandatory. In the event of an objection, the supplier must suggest a new, absolutely binding exact date of delivery. In the absence of objections by Felss Rotaform AG, the new delivery date shall be considered as accepted. In the event of delay, Felss Rotaform AG is entitled to demand, without setting a grace period, either delivery and compensation for damages caused by the delay, or compensation for damages due to non-fulfillment, or to withdraw from the contract and demand damages. In any case, the supplier must notify Felss Rotaform AG of any delays immediately upon their discovery, stating reasons and duration. Partial deliveries, overdeliveries or underdeliveries are only permitted by written agreement.

## 3. TERMS OF DELIVERY

As a rule, merchandise will be received by the ship-to party on workdays (Mon.- Fri.) from 07:00-15:30 (Fridays until 11:00) subject to local public holiday regulations at the place of delivery. In any case, the supplier must coordinate with the recipient the exact delivery time on the agreed delivery date. Packaging material must be taken back free of charge by the supplier as requested by Felss Rotaform AG. Costs for packaging material will not be reimbursed. Additional costs to Felss Rotaform AG which result from failure to observe the above regulations, such as freight charges, etc., will be invoiced to the supplier.

## 4. PRICES

Unless otherwise stated in the order, prices are quoted without additional claims and reservations by the supplier. Should prices decrease between order and delivery, the prices quoted at time of delivery apply. Felss Rotaform AG does not adhere to any recommended retail price for the goods delivered. Any price reservations by the supplier shall trigger a reservation of acceptance on the part of Felss Rotaform AG. In the event of an increase in the agreed prices, Felss Rotaform AG may choose to approve them or withdraw from the contract. Any price increases must be announced eight weeks in advance in any case. The handling of value-added-tax in domestic trade is done using the value-added-tax ID number stated by Felss Rotaform AG.

## 5. TERMS OF PAYMENT

Unless otherwise agreed in individual cases, Felss Rotaform AG shall pay supplier's bill within 30 days net or within 10 days with a discount of 2%. A single copy of the bill of delivery and the invoice shall be included with the goods. The bill of delivery must include the following information:

- Item or article number, description and amount delivered
- Partial or complete delivery
- Catalogue number/ order number, delivery bill number
- Gross weight, net weight
- Number of containers (pallets, containers, covers)

## 6. PRODUCT QUALITY, DEFECTS IN DELIVERED MATERIAL

Product specifications are recorded in the document 'Technische Lieferbedingungen' (Technical Delivery Regulations) (TLB). Factory inspection by the supplier shall ensure that the products meet these requirements. The supplier must document the inspection procedure and archive the results of all tests, measurements, and inspections for 10 years. Felss Rotaform AG is entitled to view and make copies of these documents. \* The delivered item must comply with the guaranteed characteristics and specifications, especially those specified in the TLB and the generally recognized rules of technology. The supplier is responsible for ensuring that the products delivered to Felss Rotaform AG and their use by Felss Rotaform AG do not infringe on patents or other protective rights of third parties and absolves Felss Rotaform AG of all corresponding third-party claims. Unless otherwise stipulated in the TLB, Felss Rotaform AG is entitled to complain about defects or to return defective material, overriding the provisions of Articles 201, 367 and 370 of the Swiss Code of Obligations (OR). The supplier waives objections to delayed complaints. The statute of limitations in Article 210 and 371 OR shall be extended from one year to two years. The supplier is required to aim for a failure rate of 0 ppm. Should this target value not be reached, appropriate measures are to be agreed with Felss Rotaform AG and implemented.

## 7. LIABILITY

In the event of partly or completely defective consignment, Felss Rotaform AG may choose withdrawal from the contract, decrease of order amount, substitute products, or corrections to products whereby, in any case, Felss Rotaform AG reserves the right to compensation for damages incurred, including consequential damage. Should third-party claims against Felss Rotaform AG occur as a result of supplier's incorrect or defective goods, Felss Rotaform AG is entitled to recourse to the supplier for a period of up to 2 years from time of delivery. The supplier absolves Felss Rotaform AG indefinitely of all legal claims issuing out of any law governing defective products or any comparable, non-contractual demands unless it can be proved that the supplier is not responsible for the product or instruction error. Orders placed by Felss Rotaform AG are based on the assumption that the supplier is insured for any product liability risks over and above the insurance for normal business liability risks. Any relevant insurance policies are to be presented to Felss Rotaform AG upon request. Apart from the above, the law shall apply. Felss Rotaform AG is entitled to offset or assert rights of retention against all claims due and not due Felss Rotaform AG vis-à-vis the supplier.

## 8. NON-DISCLOSURE

All models, tools, samples and drawings/plans are to be handled confidentially, may only be used to fulfil contracts with Felss Rotaform AG, and may under no circumstances be copied. Products manufactured according to specifications, drawings, samples, etc. from Felss Rotaform AG may neither be supplied to nor conceded to a third party without the written permission of Felss Rotaform AG. This holds true even if installations of any kind needed to produce these parts have been procured at the expense of the supplier. These non-disclosure obligations continue even if no further orders are placed. Models, samples and drawings or plans remain the property of Felss Rotaform AG and must be returned in useable condition to Felss Rotaform AG, at the latest with the remainder of the delivery. Orders from Felss Rotaform AG and any resulting tasks therefrom shall be treated confidentially. The supplier may only refer to business relations with Felss Rotaform AG if Felss Rotaform has given specific written agreement.

## 9. VARIOUS TERMS AND CONDITIONS

The supplier shall include in the offer to Felss Rotaform AG a completed security data form in accordance to DIN 52900 and a relevant safety leaflet (transport) for materials which, according to laws, regulations and other provisions or because of their composition or effect on the environment, need special treatment with respect to packaging, transport, storage, handling and disposal. The delivery is to be marked as specified by Felss Rotaform AG. Deliveries marked with the company logos of Felss Rotaform AG or of the recipient may only be delivered to Felss Rotaform AG or to a third party which is determined by Felss Rotaform AG. A delivery refused due to deficiencies, shall be rendered unusable by the supplier at the supplier's expense. By accepting the order, the supplier undertakes to enable the customs authorities to check all proofs of origin and supplier declarations and to give all necessary information and provide any official confirmation (information leaflets) pertinent to the products. Further, the supplier shall compensate any damages to Felss Rotaform AG which incur because the declared origin is not recognized by the responsible authorities.

The assignment to third parties of claims against Felss Rotaform AG is excluded (Article 164, Swiss Code of Obligations). The supplier may not transfer contract rights to third parties without the specific agreement of Felss Rotaform AG.

## 10. GOVERNING LAW/PLACE OF JURISDICTION

The contractual relations between the parties shall be governed by Swiss law whereby the rules of the United Nations Convention on Contracts for the International Sale of Goods are expressly excluded. Further, Swiss law applies in questions of consensus, unwillingness and representation as well as for the agreement on jurisdiction in Paragraph 2 following. Place of jurisdiction for all disputes ensuing from contracts with Felss Rotaform AG is Triengen, Switzerland. In addition, Felss Rotaform AG has the right to appeal to the responsible court at the supplier's registered place of business.