

**General Terms & Conditions of Sale of
Ortlinghaus AG (hereinafter referred to as
„Ortlinghaus“), Widen 11, CH-9473 Gams**

**1 Scope and Offers / Quotations from
Ortlinghaus**

- 1.1 These General Terms & Conditions of Sale apply to all services and products of Ortlinghaus insofar as Ortlinghaus expressly refers to these terms and conditions in the offers/quotations or order confirmation.
- 1.2 The general terms and conditions of the customer shall only apply if they are expressly acknowledged by Ortlinghaus.
- 1.3 Offers/Quotations from Ortlinghaus are free of charge for the customer unless otherwise agreed by Ortlinghaus and the customer.

2 Contractual products

- 2.1 The products and services which Ortlinghaus undertake to supply and/or provide under these terms are hereinafter referred to as contractual products.
- 2.2 The parties can define the product and process specifications, if applicable, for every contractual product and conclude separate quality agreements. The product and process specifications, as well as the quality agreements, become binding upon signing of a corresponding document. The characteristics of the contractual products agreed in such a document are warranted characteristics.
- 2.3 A change to the product and process specifications is only possible by mutual agreement. The customer cannot make any unilateral changes to the defined specifications without express consent from Ortlinghaus.

- 2.4 Ortlinghaus is entitled at any time and without the consent of the customer to bring in one or several third parties for the fulfilment of its duties or to transfer the fulfilment of its duties to one or several third parties.

3 Industrial property right

- 3.1 Ortlinghaus has gained confirmation from its supplied customer that the used components parts are free of third party rights.
- 3.2 The supplied customer will release Ortlinghaus from any claims made by a third party against Ortlinghaus due to an infringement of rights in connection with products of the supplied customer in which at least one of the components parts of the affected product from Ortlinghaus is used. Not included in this indemnity is release from claims made by a third party against Ortlinghaus due to infringement of rights in connection with the products supplied as such.
- 3.3 This indemnity also covers the necessary costs for legal defence that Ortlinghaus may face in the event of litigation; including the necessary costs associated with the defence of unjustified claims.

4 Prices

- 4.1 The prices for the contractual products are EXW Ortlinghaus Gams (INCOTERMS 2010).
- 4.2 The customer undertakes to pay the amount invoiced by Ortlinghaus within 30 days from the issue of the invoice.

5 Tools

- 5.1 If special tools need to be procured separately for the manufacture of the contractual products by Ortlinghaus, the parties shall then conclude a corresponding agreement in which the financing, the life cycle, the ownership and the responsibility for maintenance and replacement are regulated.

The following rules shall apply without a corresponding agreement:

- 5.2 The tools are the property of Ortlinghaus insofar as the customer has not borne the full procurement costs and claimed express ownership of the tool at the latest upon instruction to Ortlinghaus to procure the tool.
- 5.3 The typical maintenance of the tools is a matter for Ortlinghaus. The same shall apply for repairs resulting from improper use.
- 5.4 The ordinary replacement of the tool following expiry of the expected life cycle shall be at the cost of the customer, irrespective if the customer is the owner of the tool or not.

6 Process for deliveries

6.1 Ordering

- 6.1.1 The customer generally forwards a written order to Ortlinghaus.
- 6.1.2 Ortlinghaus generally sends the customer a written confirmation of the order.
- 6.1.3 If the order confirmation remains undisputed, then the contract is concluded using this content.

6.2 Delivery methods

- 6.2.1 Unless otherwise expressly agreed by the parties, deliveries are made EXW Ortlinghaus Gams (INCOTERM S 2010)
- 6.2.2 Ortlinghaus only encloses the documents expressly requested by the customer with each delivery, in addition to a delivery note with details of the customer's order number.
- 6.2.3 The customer undertakes to properly check the contractual products upon receiving the goods and to inform Ortlinghaus of any defects in this regard at the latest within five working days. The customer must also report transport damage to the transport carrier.

6.3 Framework orders/Quantity contracts

- 6.3.1 In the case of orders for continuous delivery (framework orders/quantity contracts), the customer shall duly inform Ortlinghaus of call-off orders and classification, as well as all other relevant information, at the latest six weeks before delivery EXW Ortlinghaus Gams or by observing a date agreed in writing by Ortlinghaus and the customer.
- 6.3.2 If the call-off order does not happen during the contractually agreed time or the classification is omitted, then Ortlinghaus is entitled to classify and deliver the contractual products itself.
- 6.3.3 Unless a different contractual provision has been agreed between Ortlinghaus and the customer, framework orders/quantity contracts must be called-up within one year. After the year has lapsed, Ortlinghaus is entitled to either supply the remaining quantity that have not yet been called up and invoice for same or assert a claim for compensation.

7 Performance assurance

1.1 Warranty

- 7.1.1 Ortlinghaus guarantees that the contractual products correspond to the agreed specifications and the quality agreements.
- 7.1.2 The period of warranty is 12 months from the time of delivery of the contractual products to the customer. This period does not extend the periods of notice for defects in accordance with 5.2.3 and 6.1.3.

- 7.1.3 If the customer identifies defects with the contractual products supplied, then he must inform Ortlinghaus thereof at the latest within five working days. Ortlinghaus undertakes at its discretion to either repair or replace the defective contractual products. Ortlinghaus shall bear the costs for the spare parts and/or materials required in connection with the repair or the replacement. The costs for removal, transport, assembly, etc. shall be borne by the customer. If Ortlinghaus does not manage to restore the condition of the product(s) as per the contract within an appropriate time frame, then the customer is entitled to assert legal claims regarding the defects.
- 7.1.4 Ortlinghaus assumes no liability for any type of damage ensuing to the customer or as a result of the delivery of defective contractual products except in cases of mandatory liability imposed by law.
- 7.2 Default
- 7.2.1 Ortlinghaus finds itself in default if it does not adhere to an agreed delivery date and the customer has also sent a written warning in this regard. The consequences of the default are determined by the applicable statutory regulations. Deviating from that, Ortlinghaus shall not assume liability for damage caused by delay except in cases of mandatory liability imposed by law.
- 7.2.2 The customer finds himself in default if he does not settle invoices issued by Ortlinghaus within the agreed time frames without having necessarily received a warning from Ortlinghaus. In the event of default, the customer is charged default interest at the rate of 5% p.a. Furthermore, the customer shall compensate Ortlinghaus for all other losses, costs, expenses and obligations arising from the default. The other consequences of the default are determined by the applicable statutory regulations.
- 7.3 Retention of title
- 7.3.1 The contractual products supplied remain the property of Ortlinghaus until full payment has been made.
- 7.3.2 The customer authorises Ortlinghaus, where necessary, to have the title of retention entered in the relevant register without further involvement of the customer. If the customer is required to be involved for the entry of the retention of title, in particular the signing of a corresponding declaration or similar, the customer undertakes to comply in this regard upon first request from Ortlinghaus.
- 7.4 Securities
- 7.4.1 If the payment made by the customer before the delivery of the contractual products as agreed upon appears questionable to Ortlinghaus, then Ortlinghaus is entitled to withhold the delivery for the interim and/or rescind the contract without liability for costs and compensation, where the customer has not provided adequate security for the payments.
- 7.5 Intellectual property, confidentiality and data protection
- 7.5.1 Ortlinghaus and/or the relevant company of the Ortlinghaus Group is entitled to all registered and non-registered intellectual property rights to documentation (such as plans, sketches, technical descriptions, etc.) which Ortlinghaus transfers to the customer within the framework of the contractual relationship, and the concepts, developments, designs and objects contained therein, as well as all rights to the knowhow disclosed in this documentation, and any trademark rights.

The customer is not entitled to use this documentation or these trademarks without written approval from Ortlinghaus for purposes other than for the processing of the supply agreement with Ortlinghaus. In particular, the customer is not entitled to use them for orders from third parties, to publish them or otherwise make them accessible to third parties for example. The customer undertakes to return such documentation to Ortlinghaus at the end of the contractual relationship without being asked to do so.

- 7.5.2 All intellectual property rights to the contractual products supplied shall remain the exclusive property of Ortlinghaus.
- 7.5.3 Both parties mutually agree to keep secret from third parties all information which is classed as confidential or is not known to the general public and information which becomes known to each other
- 7.5.4 within the framework of the contractual relationship. The right of Ortlinghaus to transfer information to other companies in the Ortlinghaus Group or to a third party, which Ortlinghaus appoints for the fulfilment of the contract in terms of 2.4, shall remain unaffected thereby. The parties shall ensure that their employees and any suppliers or subcontractors also adhere to this act of confidentiality. This obligation of secrecy extends beyond the term of this contract so long as the owner of the information has an interest in maintaining secrecy.

- 7.5.5 The customer authorises Ortlinghaus to transfer his customer data where necessary to third parties at home and abroad for the processing and fulfilment of the contract. The customer hereby agrees that Ortlinghaus can use his customer data for marketing purposes.

The customer may ask at any time that his data no longer be used for marketing purposes.

8 Miscellaneous

- 8.1 "Ortlinghaus Group" in terms of these General Terms & Conditions of Sale comprises Gebr. Ortlinghaus Verwaltungs GmbH, Wermelskirchen, as well as all companies that are temporarily or permanently, directly or indirectly, fully or partially, controlled by Gebr. Ortlinghaus Verwaltungs GmbH, Wermelskirchen.
- 8.2 Should one or several clauses of these General Terms & Conditions of Sale be or become ineffective, then the validity of the remaining provisions shall remain unaffected thereby. The parties undertake to replace the ineffective clause with a new provision that comes as close as possible to the economic intent of the original.
- 8.3 Ortlinghaus has the right at any time to transfer all or part of the rights and/or duties arising from this contract to a third party. The transfer of individual or all rights and duties in this contract by the customer to a third party is excluded without prior written approval from Ortlinghaus.
- 8.4 Ortlinghaus can offset receivables of a customer against receivables due to it by the customer at any time. Offsetting by the customer is excluded.
- 8.5 All declarations and disclosures which a party must make after this contract require the written form. Supplementary agreements, changes and supplements

to the contract, in particular the General Terms & Conditions of Sale, require the written form in order to be valid.

Ortlinghaus is entitled to rescind the contract without any liability for costs and compensation if a change is made to the ownership structure, the control or the management of the customer, which in Ortlinghaus's reasonable opinion would have a fundamental influence on the interests of Ortlinghaus or another company in the Ortlinghaus Group.

9 Choice of law and place of jurisdiction / place of fulfilment

9.1 This contract is subject to the laws of Switzerland to the exclusion of the Vienna Sales Convention.

For disputes arising from or in connection to the contract the customer recognises the sole responsibility of the courts of law at the place of the head of office of Ortlinghaus. The right of Ortlinghaus to bring the customer before another court shall also remain unaffected thereby.

9.2 The place of fulfilment is Gams unless otherwise agreed.

Gams, September, 2017