

---

## Sefco AG, Switzerland – General Terms and Conditions of Sale and Delivery

(hereinafter called “Sefco”)

### 1 General

- 1.1 These General Terms and Conditions of Sale and Delivery shall apply to all goods and service transactions between Sefco AG and the Customer. Different terms and conditions of the Customer are binding only if expressly acknowledged in writing by Sefco.
- 1.2 Offers (in particular as found in price lists, brochures, the internet, etc.) are not binding.

### 2 Execution of contract

- 2.1 The contract shall be executed upon written acknowledgement by Sefco that Sefco accepts the order (order confirmation) and/or upon issuance of the invoice.
- 2.2 Deviations from the order in the order confirmation or invoice shall become an integral part of the contract unless disputed in writing by the Customer within five business days of receipt of the order confirmation. The right to correct simple invoicing errors is reserved.

### 3 Scope of goods and services supplied

- 3.1 Sefco goods and services shall be conclusively specified in the order confirmation and/or invoice.
- 3.2 Sefco is entitled to engage subcontractors.

### 4 Pricing

- 4.1 In the absence of arrangements to the contrary, all prices are understood as net, in unrestricted Swiss Francs, with no deduction of any kind.
- 4.2 Small-lot and rush charges, shipping and packing costs and costs of implementing special customer requirements pursuant to section 7.6 shall be at the Customer's expense and are invoiced separately. The Customer shall likewise be liable for value added tax.
- 4.3 In the event of changes in pricing due to unforeseeable circumstances between the conclusion of the contract and delivery (in particular currency fluctuations and supplier prices), Sefco shall be entitled to adjust the prices accordingly.

### 5 Term of delivery

- 5.1 The term of delivery shall be extended commensurately if
  - 5.1.1 Sefco does not receive the specifications required for performance of the contract in good time, or if the Customer subsequently alters the specifications and thereby causes a delay in delivery;
  - 5.1.2 Hindrances arise which Sefco cannot overcome despite application of due care, regardless of whether such hindrances arise at Sefco, at the Customer or at a third party.
- 5.2 In the event of late delivery the Customer shall have no right to indemnity or additional performance. The Customer shall not have the right to withdraw from the contract.
- 5.3 If Sefco is unable to deliver on time or at all due to events beyond its control occurring at Sefco or its suppliers, Sefco shall have the right to withdraw from the contract in whole or part. In particular, Sefco reserves the right to affect partial deliveries.

### 6 Passage of benefit and risk

- 6.1 Benefit and risk shall pass to the Customer no later than the arrival of the shipment at the agreed place of delivery.
- 6.2 If dispatch is delayed at the Customer's request or for other reasons not imputable to Sefco, risk shall pass to the Customer at the time originally specified for delivery. From this moment on, the shipments shall be stored and insured at the Customer's expense and risk.

### 7 Dispatch, transport, installation and insurance

- 7.1 Deliveries shall be made in accordance with the EXW as laid down in the Incoterms 2010 frame contract.

- 7.2 In the case of other delivery conditions, Sefco shall arrange dispatch and transport to the agreed destination, which price shall be separately shown.
- 7.3 Sefco shall secure transport insurance at its own expense. Any additional insurance against losses of any kind shall be the responsibility of the Customer from the moment of passage of risk.
- 7.4 The buyer shall direct complaints in relation to dispatch or transport to the last carrier without delay upon receipt of the shipment or of the shipping documents.
- 7.5 The installation of systems and equipment at the destination shall be carried out by the Customer unless otherwise agreed.
- 7.6 Sefco must be informed in timely manner of special requirements concerning dispatch, transport, installation and insurance. Any additional costs shall be invoiced separately to the Customer.

## **8 Inspection and acceptance of shipments**

- 8.1 The Customer shall inspect shipments within five business days of receipt or installation at the agreed place of delivery and shall notify Sefco in writing of any defects within this term. The goods are considered accepted after the elapse of this term.
- 8.2 Sefco shall, at its discretion, remedy any defects of which it is notified pursuant to section 8.1 and which Sefco acknowledges or which are imputable to Sefco, or replace the defective goods.
- 8.3 The Customer shall have no rights or claims arising from defects of any kind in shipments other than those expressly stated in sections 8 and 9.

## **9 Warranty, liability for defects**

- 9.1 The warranty period shall commence upon arrival of the shipment at the agreed place of delivery, or upon installation of the system or equipment at the point of destination, as applicable. Systems and equipment are warranted for 12 months from the date of installation, but no longer than 18 month from the arrival date of the shipment at the agreed place of delivery. No new warranty period is given for replaced or repaired goods.
- 9.2 The warranty given by Sefco is limited to the agreed materials, workmanship and appearance. No warranty is given for consumable materials or wear parts.
- 9.3 The Customer's claim shall be limited to replacement or repair of the defective goods. Recision and abatements are excluded.
- 9.4 The warranty shall expire early if the Customer or a third party improperly undertakes alterations or repairs or if the Customer, in the event of a defect, does not immediately give Sefco the opportunity to remedy the defect.
- 9.5 Sefco shall not be liable for defects arising from inaccurate or imprecise information provided by the Customer. Sefco shall further not be liable for defects arising in consequence of natural wear and tear, improper maintenance, improper use, excessive load or other causes not imputable to Sefco.
- 9.6 Sefco shall not be liable for consequential losses or indirect losses from the use or temporary inoperability of the system supplied. i.e. for loss of income and any additional efforts by the Customer. With regard to installation and services, Sefco shall be liable exclusively for direct losses caused by Sefco staff.
- 9.7 In the event that a product liability claim is lodged against Sefco by a third party in respect of a defect not imputable to Sefco, the Customer shall indemnify Sefco for all costs incurred thereby.

## **10 Confidentiality**

- 10.1 Information supplied by Sefco to the Customer for purposes of contract performance may not be used for other purposes of the Customer nor disclosed to third parties.
- 10.2 Sefco shall likewise not disclose the Customer's confidential information and trade secrets to third parties. Companies belonging to the Sefco AG are exempted.

## **11 Terms of payment**

- 11.1 In the absence of arrangements to the contrary, the payment has to be done within 30 days from date of invoice; net, plus value added tax.
- 11.2 In the event that Sefco rights are at risk because the Customer has become insolvent, Sefco may suspend performance of the contract until the contractually agreed obligations are fulfilled. Sefco may withdraw from the contract if performance thereof is not ensured within a reasonable time.

**12 Reservation of title**

- 12.1 All goods sold shall remain the property of Sefco until the terms of the contract are fulfilled and all payment obligations are discharged.
- 12.2 Sefco is authorized to register this reservation of title in the Swiss Registry of Reservations of Title or in corresponding registries in other countries, and the Customer shall be obliged to cooperate in the steps required for such registration.

**13 Resale and provision**

- 13.1 The Buyer understands that goods or supplied objects (and the know-how as may be contained in such goods or objects) may be subject to an export or import control. Either contract party bears the responsibility to comply with the relevant export and import control regulations. Moreover, the Buyer understands that the US export control laws also apply if the goods or supplied objects, or parts thereof, are of US origin. This may happen even if the contract does not include any further relation to the United States.

**14 Applicable law and place of jurisdiction**

- 14.1 The present contract is subject to Swiss Law excluding the UN Sales Convention.
- 14.2 The sole place of jurisdiction of any legal disputes arising between the contracting parties shall be Bottmingen, Switzerland.
- 14.3 If any clause or section of the present terms and conditions should be invalid, all other clauses and terms shall remain valid.

Sefco AG  
Wuhrmattstrasse 15  
4103 Bottmingen  
Switzerland