

## General Terms and Conditions of Huba Control AG for the Supply of Products (Version 1/2014)

### 1. General

- 1.1 Tenders that do not stipulate an acceptance period shall not be binding.
- 1.2 The present Terms and Conditions shall be binding if they have been declared applicable either in our tender, product/price list, or in our confirmation of the order. Terms and conditions of the Buyer that diverge from the present General Terms and Conditions shall not be binding unless and only to the extent they have been expressly accepted by us in writing.
- 1.3 If our supplies also comprise any standard software available on the Market, including any relating documents, the relevant terms of delivery and licensing conditions of the third party suppliers concerned shall apply exclusively.

### 2. Advertising Prospectuses, Designs and Technical Documents

- 2.1 Save as provided otherwise, advertising prospectuses and catalogues shall not be binding. Data contained in technical documents shall be binding only if expressly guaranteed.
- 2.2 Each party to the Contract reserves all its rights with respect to designs, documents and software handed over to the other party. The receiving party acknowledges these rights. Subject to the previous and explicit authorization in writing by the other party, the receiving party shall not make such designs, documents and software accessible to any third parties and shall use them exclusively for the purpose for which it has received them.

### 3. Prices

- 3.1 Save as provided otherwise, our prices are deemed to be in Swiss francs. For deliveries made to Buyers, prices applied are prices EXW Würenlos INCOTERMS 2010.
- 3.2 If the conditions on which the formation of our prices was based on, in particular currency parities or governmental taxes, charges, fees, customs duties, etc., were to vary between the submission of the tender and the contractually agreed delivery date, we shall be entitled to adapt our prices and other terms of supply to prevailing circumstances.

### 4. Terms of Payment

- 4.1 Unless provided otherwise, our invoices shall be due for payment immediately and shall be settled not later than on the 30th day counting from the date of the invoice, without any cash discount or other deduction allowed. Payments shall be made into any one of our accounts kept with the banks appearing on our invoices. Payment shall be deemed to have been effected as so on as the amount due has been put to the credit of any one of these accounts in Swiss francs and is at our free disposal. The setting-off of such claims against counter-claims raised by the Buyer is not admissible.
- 4.2 If the Buyer is late with respect to the agreed terms of payment, he shall be in default without reminder and shall be liable to pay default interest, from the 31st day counting from the date of the invoice, at a rate of 8% p.a.

### 5. Reservation of Title

- 5.1 We shall remain the owner of all supplies effected by us until we have received payment in full of the agreed amount. On conclusion of the Contract, the Buyer authorizes us to have said reservation of title entered pursuant to the laws of the countries concerned, in the public registers kept for this purpose by the competent authorities of the respective countries, and to complete all relating formalities. During the whole period of the reservation of title, the Buyer shall, at his expense, maintain the supplies, take out all necessary insurance with a view to protecting them, for our benefit, against theft, total loss, fire, water and other risks, and take all further measures in order to ensure that our title is not prejudiced in any way whatsoever.

### 6. Delivery Period

- 6.1 Provided all administrative formalities have been completed, or complied with, the agreed delivery period shall start on receipt of a written order, whose technical and commercial aspects shall have been clarified. The delivery period shall be deemed to have been observed if, on its expiry, delivery has been effected, or the Buyer has been informed that the supplies are ready for delivery.
- 6.2 The delivery period is reasonably extended:
  - If information, without which we are unable to discharge our contractual obligations, have not been made available to us in due course, or if a delay is caused by subsequent modifications or supplements requested by the Buyer.
  - If impediments, which we are unable to overcome in spite of taking the required care, were to affect ourselves, the Buyer, or any third party. Such impediments are, for instance, government measures or omissions; riots, mobilisation, war; labour conflicts, lock-outs, strikes, accidents and operational breakdown; epidemics or natural occurrences; terrorist activities. In any such event, the parties to the Contract shall agree on an adequate

modification of the Contract.

- If the Buyer himself or any third party charged by him are in arrears with work to be done by them, or in default with respect to contractual obligations, or if the Buyer fails to comply with terms of payment.
- 6.3 The Buyer shall be entitled to claim compensation for loss occasioned by default in the event of delayed deliveries, provided it can be proved that the delay is due to our fault and that he furnishes prima facie evidence for a damage suffered as a result of such delay. If a substitute delivery is made in good time, the Buyer cannot claim compensation for default. Compensation for default shall not exceed 0.5% for every full week's delay and shall by no means exceed 5% of the contract price of that part of supplies that is delayed. The first two (2) weeks of a delay shall not give rise to any claim for compensation. Once the upper limit fixed for compensation for default has been reached, the Buyer shall grant us an adequate additional period in writing. If this additional period is not observed for reasons within our control, the Buyer is entitled to refuse acceptance of the delayed part of the supplies concerned. If a partial acceptance of supplies cannot be reasonably expected of him for economic reasons, he shall be entitled to withdraw from the Contract and to claim refund of payments already made, against restitution of supplies received.
  - 6.4 The Buyer shall not be entitled to raise any claims and he can assert no rights in the event of delayed supplies or services, except those expressly stipulated in this Art.6. Further claims for damages may be raised only in the event of damage caused by gross negligence or unlawful intent and only to the extent the above compensation for default has proved insufficient to cover the damage caused.
- ### 7. Passing of Benefit and Risk
- 7.1 The benefit and the risk shall pass to the Buyer the moment the delivery leaves our works at the latest. If delivery is postponed at the Buyer's request, or delayed for any reason beyond our control, the risk shall pass to the Buyer at the time the delivery was originally scheduled to leave our works. From this moment, the products shall be stored and insured for the account and at the risk of the Buyer.
- ### 8. Examination and Acceptance
- 8.1 Each delivery shall be examined by us, to the extent this is customary, before leaving our works. If the Buyer wants additional examinations to be conducted, they shall have to be agreed on separately and are carried through at the Buyer's expense. A special acceptance examination and the provisions for its implementation shall be made the object of a special agreement.
  - 8.2 The Buyer shall examine deliveries received and services obtained within a reasonable period of time and shall notify us immediately in writing in the event that defects exist. If the Buyer fails to notify, deliveries and services are deemed to have been accepted subject to hidden defects, if any.
  - 8.3 We undertake to remedy defects/deficiencies that have been notified pursuant to Art. 8.2 above, at our discretion, either by consignment of replacement, or on repair as soon as possible. The Buyer shall grant us the time and provide the opportunity for such subsequent improvement. Insofar as defective parts have to be replaced, such defective parts shall pass into our ownership.
  - 8.4 Defective deliveries or insufficient services do not confer to the Buyer any rights or claims except those expressly specified in Art.8 and Art.9 (warranty, liability in the event of hidden defects).
- ### 9. Warranty, Liability for Hidden Defects
- 9.1 Save as expressly provided otherwise, the warranty period for the products is twenty four (24) months and it shall run from the departure of the delivery from our works. If dispatch of the products is delayed for reasons beyond our control, the warranty period shall end 18 months at the latest after notification of readiness for dispatch.

The warranty period for replaced or repaired parts of the products is six (6) months starting, as the case may be, from the moment the replacement has been effected, or the repair work has been finished, provided that the warranty period for the products as a whole, pursuant to the preceding paragraph, expires at an earlier date. In any case the warranty period shall end 18 months at the latest after beginning of the ordinary warranty period stipulated under Art. 9.1 Abs.1.
  - 9.2 The right to raise warranty claims expires prematurely if the Buyer or third parties carry out repair work or effect modifications without our prior written consent, or if the Buyer, in the event of a defect, fails to take immediately all appropriate steps to mitigate resulting damage and grants us the opportunity to remedy such defect.

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- 9.3 We undertake to replace or repair at our discretion and as soon as possible upon written notification by the Buyer, all parts of the products of which it has been proved that they have become defective or unserviceable, before the end of the warranty period, due to faulty material or construction, or imperfection in the execution. Faulty parts shall have to be sent to us on request. Such faulty parts as have been replaced by new ones shall become our property.
- After expiry of the warranty period pursuant to Art.9.1 para.1, a warranty for replaced or repaired parts of the products (Art.9.1 para.2) is given for the replaced or repaired parts only, whereas the costs incurred in relation with the removal, transport and reinstallation of such parts shall be assumed by the Buyer.
- 9.4 Warranted characteristics are only those characteristics that have been expressly qualified as such by the respective specifications and shall be guaranteed up to the expiry of the warranty period at the latest. If warranted characteristics are missing, in full or in part, the Buyer shall in the first place be entitled to claim subsequent improvement to be carried out by us immediately, whereas the Buyer shall grant us the necessary time and opportunity to perform.
- If the attempt at subsequent improvement proves unsuccessful or succeeds in part only, the Buyer shall be entitled to demand an adequate price reduction. If a defect is so serious that it cannot be remedied within a reasonable period of time and if the products or services rendered cannot answer the agreed purpose at all, or answers this purpose only to a considerably reduced extent, the Buyer shall be entitled to refuse acceptance of any defective parts supplied, or, if a partial acceptance cannot reasonably be expected of him for economic reasons, to withdraw from the Contract. We shall be held liable only for the refund of such amounts as have been paid to us for such parts in respect of which the withdrawal from the Contract has taken place.
- 9.5 Excluded from warranty and liability is all damage of which it cannot be proved that it is due to faulty material or construction, or imperfection in the execution, such as depreciation due to ordinary wear and tear, damage resulting from insufficient maintenance, non-compliance with operating instructions, excessive strain, inadequate means of operation, chemical effects, construction or assembly work not executed by us, or due to other causes beyond our control.
- 9.6 With respect to faulty software, warranty claims may be raised only if the deficiency can be reproduced using the unaltered original software version supported by as detailed as possible documentary evidence. In the event of loss of or damage to data and/or data storage media, warranty does not extend to expenditure relating to the restoration of lost data.
- 9.7 The Buyer shall not be entitled to assert any rights or raise any claims - other than those expressly stipulated in Art.9.1 to Art.9.4 inclusive - with respect to faulty material or construction, or imperfection in the execution, or on account of warranted characteristics that allegedly are missing.
- 10. Exclusion of Further Liability**
- 10.1 The Buyer shall have no claims other than those expressly stated in the present General Terms and Conditions, irrespective of the grounds they may be based on. Thus, the Buyer shall raise no claim for damages or a reduction in price, and he shall have no right to withdraw from or terminate the Contract, unless such claim or right is expressly provided for under the General Terms and Conditions.
- 10.2 The Buyer shall on no account have a claim for compensation of damage that does not affect the products as such, as for instance loss of production, loss of use, lost orders, profit loss or any other direct or consequential damage. This exclusion of liability shall not apply in the event of gross negligence, unlawful intent or insofar as mandatory law provides otherwise.
- 11. Compliance with Export Control Regulations**
- 11.1 Our obligation to fulfill this agreement is subject to the proviso that the fulfillment is not prevented by any impediments arising out of national and international foreign trade and customs requirements or any embargos or other sanctions, in particular export control provisions.
- 11.2 If the Buyer transfers goods (hardware and/ or software and/ or technology as well as corresponding documentation, regardless of the mode of provision) delivered by us or works and services (including all kinds of technical support) performed by us to a third party worldwide, the Buyer shall comply with all applicable national and international (re-) export control regulations. In any event the Buyer shall comply with the (re-) export control regulations of Switzerland, the Federal Republic of Germany, of the European Union and of the United States of America.
- 11.3 If required to conduct export control checks, the Buyer, upon our request, shall promptly provide us with all information pertaining to particular end customer, destination and intended use of goods, works and services provided by us, as well as any export control restrictions existing.
- 11.4 The Buyer shall indemnify us and hold us harmless from and against any claim, proceeding, action, fine, loss, cost and damages arising out of or relating to any non-compliance with export control regulations by the Buyer, and the Buyer shall compensate us for all losses and expenses resulting thereof, unless such noncompliance was not caused by fault of the Buyer. This provision does not imply a change in burden of proof.
- 12. Disclosure of the Business Relationship and of Data and Information**
- 12.1 The Buyer agrees that all data and information required for the business relationships or resulting from said relationships, especially contractual documents and papers as well as data and information necessary for the performance of the contract of and about the Buyer and his auxiliary persons (Hilfspersonen) may also be stored outside Switzerland. Furthermore, all this data and information may be disclosed to an affiliate of HUBA Control AG for corresponding processing, especially for providing services, fulfillment of legal requirements or for internal audit and/or supervisory requirements; this always in compliance with respectively applicable data protection laws. For the purpose of this provision, "Affiliate" means any corporation, company or other entity now or hereafter, directly or indirectly, owned or controlled by, or owning or controlling, or under common control with HUBA Control AG its parent company or any of its subsidiaries For purposes of this definition "control" of a corporation, company or other entity shall mean (i) to have more than fifty percent (50%) of the voting rights or of the outstanding shares or securities representing the right to vote for either the election of the board of directors or a similar managing authority, or a supervisory board, or (ii) if there do not exist outstanding shares or securities as may be the case in a partnership, joint venture or unincorporated association, to have more than fifty percent (50%) of the ownership interest or (iii) has the right to make decisions for such entity. Such Affiliate shall be deemed to be under control only so long as such ownership or control exists..
- 13. Applicable Law**
- 13.1 The present contractual relationship is governed by Swiss substantive law. The application of the United Nations Convention on Contracts for the International Sale of Goods (the Vienna Law on the International Sale of Goods) of April 11, 1980), shall be excluded.
- 14. Tribunal Arbitral**
- 14.1 Any dispute, controversy or claim arising out of or in relation to this contract, including the validity, invalidity, breach or termination thereof, shall be settled by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers of Commerce in force on the date when the Notice of Arbitration is submitted in accordance with these Rules. The number of arbitrators shall be three. The seat of the arbitration shall be in Zurich, Switzerland.
- The arbitral proceedings shall be conducted in English.