



## GENERAL TERMS AND CONDITIONS OF SALE

### PREAMBLE

1. The present General Terms and Conditions of Sale (hereinafter referred to as the "General Terms and Conditions") are applicable to any contract notably concerning the sale of materials, machinery and equipment (hereinafter referred to as the "Product") made by STS Industrie SA (hereinafter referred to as the "Supplier") to clients (hereinafter referred to as the "Buyer") unless otherwise agreed in writing between the parties. The present General Terms and Conditions may only be amended or contradicted in writing.

### PLANS AND DESCRIPTIONS

2. All plans and technical documentation pertaining to the Product or manufacture thereof, which have been submitted by one party to the other prior to or after conclusion of the contract, remain the property of the issuing party. Plans, technical documentation and any other technical information received by one party will not be used, without the consent of the other party, for any other purposes than those for which provision is made. Without the consent of the issuing party, they may not be used for any other purposes nor copied, reproduced, sent or issued to any third party.
3. The Supplier must provide the Buyer, free of charge and at the latest on the delivery date, with all information and documentation required to allow the latter to assemble, receive, operate and maintain the Product. This information and documentation is provided in a number of copies to be defined by mutual agreement or in at least two copies. The Supplier is not bound to provide manufacturing diagrams for the Product or spare parts.

### DELIVERY - TRANSFER OF RISKS

4. The agreed terms and conditions of delivery are interpreted pursuant to the INCOTERMS in force on the date of conclusion of the contract. If no special delivery condition has been agreed, delivery will take place "Ex Works" (EXW). If, in the event of delivery "Ex Works", and at the request of the Buyer, the Supplier undertakes to ship the Product to its destination, transfer of risks will take place at the time of handover of the Product to the first carrier at the latest. Part shipments are permitted, unless otherwise stipulated.

### DELIVERY LEAD TIMES - DELAY

5. If, instead of scheduling a delivery date, the parties have stipulated a lead time upon expiry of which delivery must be made, this lead time will begin from the effective date of the contract, with all formalities completed, payments due upon conclusion of the contract made, all agreed guarantees given and all other previous conditions fulfilled. The delivery lead time is considered as having been respected if, upon expiry, delivery has been made or if the Buyer has been notified that it is ready to be shipped.
6. If the Supplier expects to be unable to deliver the Product within the agreed time, it must immediately notify the Buyer in writing, indicating the expected delivery date if possible.
7. Where any impediments occur such as measures or omissions by authorities, conflicts in the workplace and any other circumstance outside the control of each party such as fire, war, general mobilisation, insurrection, requisition, seizure, embargo, energy restrictions and default or delay in delivery by sub-contractors,

interrupted operations, epidemics, natural events, terrorism or other

cases of force majeure, the delivery lead time is extended as appropriate given all of the circumstances. This provision is applicable, whether the reason for delay occurred prior to or after the agreed delivery date.

8. If the Buyer expects to be unable to accept delivery of the Product on the delivery date, it must immediately notify the Supplier in writing indicating the reason and where possible the date when it will be able to accept delivery. If the Buyer is impeded in accepting delivery on the delivery date, it must nevertheless pay the portion of the price due as if delivery had taken place. The Supplier will take all steps at the Buyer's risk and expense to store the Product. At the request of the Buyer, the Supplier will also insure the Product at the Buyer's expense.
9. The Buyer will hold no right, nor claim, for delay to delivery or services, with the exception of those expressly indicated in the present General Terms and Conditions.

### PAYMENT

10. Unless otherwise stipulated, one third of the purchase price is payable within 10 days following conclusion of the contract, one third within 10 days following delivery and one third within 30 days following acceptance/start-up.
11. Payment is considered as having been made if the total due is credited into one of the Supplier's accounts.
12. In the event of late payment, the Supplier is entitled to receive moratory interest, from the date when the payment should have been made. The rate thereof is agreed between the parties. If this has not been agreed, the moratory interest rate is 8%. In the event of late payment, the Supplier may, after notifying the Buyer in writing, suspend performance of the contract until receipt of the payment. If, within three months, the Buyer has not paid the total due, the Supplier is entitled to terminate the contract by sending written notice to the Buyer and to request compensation for losses incurred. Compensation must not exceed the purchase price.

### RESERVATION OF OWNERSHIP

13. The Product remains the property of the Supplier until full payment of the price pursuant to the contract. At the request of the Supplier, the Buyer shall assist the Supplier in taking all necessary measures to protect the Supplier's ownership of the Product in the country concerned.

### LIABILITY FOR DEFECTS

14. Following delivery of the Product, the Buyer must check the Product immediately and notify any defects to the Supplier in writing (notice of defects). This notice must be made within seven days following delivery at the latest. The notice must include a description of the defect.
15. If the Buyer fails to notify the defect to the Supplier in writing within the deadline indicated hereinabove, it will relinquish all rights in this regard. The Buyer bears the risk of damages resulting from a lack of notice or late notice.
16. In the event of a defect being notified in compliance with the General Terms and Conditions, the Supplier will have the choice of repairing or replacing the components deemed by the latter as defective.



17. Repairs are made at the place where the Product is located, unless the Supplier deems it appropriate for the defective part or the Product to be sent to it for repair or replacement. It is incumbent upon the Supplier to disassemble and reassemble the part, where these operations require special expertise. If this is not the case, the Supplier can deliver a repaired or replacement part to the Buyer.
18. Insofar as these operations are required for repair of the defect, the Buyer will bear the cost of all disassembly and reassembly operations for equipment other than the Product.
19. Unless otherwise stipulated, the Buyer bears all additional costs incurred for repair, disassembly, reassembly and transportation resulting from the location of the Product in any place other than the destination indicated in the contract or the place of delivery, in the event of no such indication being made.
20. Replaced defective parts are made available to the Supplier and are the property thereof.
21. If, despite the notice made under article 14, no defect attributable to the Supplier is identified, the Supplier will be entitled to be compensated for costs borne as a consequence of this notice.
22. The Supplier is not liable for any defects which arise either from materials provided by the Buyer, or a design stipulated or specified by the Buyer.
23. The Supplier cannot not be held liable for repairs undertaken by people not on its own staff.
24. The Supplier is not liable for any damage or deterioration notably due to normal wear and tear following use of the equipment nor for damage or deterioration arising from defects in storage or maintenance, faulty or careless warehousing or handling, improper use or misuse, incorrect installation, defective repair undertaken by the Buyer, modifications made to the Product without the consent of the Supplier, installations undertaken or amended subsequently, which do not respect the technical characteristics of the Product, and in general, any cause not attributable to the Supplier.
25. Liability of the Supplier for defects is limited to the stipulations set forth in this section. Liability of the Supplier is excluded for any other damage resulting from any defect, including notably loss of production, loss of profits, loss of contracts, as well as any other indirect damages.
26. The rights of the Buyer due to any defects of the Product have a statute of limitations of one year following delivery of the Product.

#### **TRANSLATION**

27. In the event of any discrepancies between the French, German and English versions, the French version shall prevail.

#### **APPLICABLE LAW AND JURISDICTIONAL CLAUSE**

28. The contract concluded between the Supplier and the Buyer is solely and exclusively governed by Swiss law. Insofar as the provisions set forth under the General Terms and Conditions do not include any derogation, the provisions in the CO are applicable.
29. The provisions of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 are excluded.
30. The ordinary courts in the place of the registered office of the Supplier will hold jurisdictional competence to rule on any disputes arising herein. Redress before the Federal Court is reserved.