

## General trading conditions (terms of delivery and sales)

### For the supply of construction units, devices, systems, hard or software, licenses and services of EME Ltd.

#### 1. Area of application

The present general trading conditions (GTC) form an integrating part of all contracts between EME Ltd. (supplier) and the customer (buyer) over the supply of construction units, devices, systems, hard or software, licenses and services separately or in any combination whatsoever (merchandise). The GTC shall apply exclusively notwithstanding whether the parties have agreed on them explicitly or implicitly. By placing an order the buyer accepts and agrees to these GTC. The supplier is not bound to trading, delivery or other conditions – regardless in which form - of the buyer that replace or amend these GTC, unless the supplier has altogether or partially explicitly accepted and legally signed for these. These GTC can be supplemented or replaced by the supplier with special conditions depending upon the case. Changes and special agreements are only effective as far as the supplier confirms these explicitly and in writing.

#### 2. Technical data

All technical information, data and dimensions are based on the data provided by the respective manufacturer and have only informative character. They are not considered as obligatory warranties of the supplier for specific characteristics. The supplier disclaims any liability for contents, printing and transmission errors. If the supplier is the actual manufacturer of the product he is liable within the legal guidelines of the Swiss Law. Model modifications at any time remain reserved without previous proclamation or indication of reasons.

#### 3. Prices

All quotations are not binding until confirmed and price adjustments remain possible without prior notice or indication of reasons at any time. The prices are quoted, as far as not differently agreed and noted, in Swiss Franc (CHF), net, exclusive (without) value added tax, export duties or - tariffs, insurance, grants, recording, installation, start-up, training and application support. Transport, packing and providing export papers are charged for additionally.

#### 4. Date of delivery

Dates of delivery and delivery times are indicated to the best of our knowledge. They are subject to the timely supply of the supplier by its manufacturers/vendors. Only from the supplier in writing confirmed dates of delivery are binding. Such dates extend appropriately:

1. if data, which are needed for the execution do not reach the supplier in time or if the buyer does change the respective data afterwards.
2. if the buyer is in arrears with the work to be carried out by him.
3. if hindrances arise, which lie outside of the responsibility of the supplier (Force majeure).

A possible delay of the date of delivery does not entitle the buyer to non-acceptance, to the immediate cancellation of the contract and/or to the demand of compensation. If delivery is in delay due to circumstances for which the supplier is responsible, at the end of a grace period, which shall be set in writing by the buyer and cover at least two weeks after receipt of such writing by the supplier, the buyer shall be entitled to cancel the contract.

#### 5. Sales contract

By placing an order of the desired merchandise, the customer delivers a binding offer on conclusion of a sales contract. The supplier is entitled to accept this offer within 5 working days by delivering the merchandise or by forwarding a confirmation of order. The terms of the contract are determined by the written or electronic order and/or confirmation of order respectively offer acceptance as well as the GTC.

#### 6. Delivery / complaint

Shipments are executed at buyer's expense and risk. The risk is transferred to the buyer at the moment the merchandise is separated and will be dispatched. Other agreements are required to be in writing. The supplier may execute reasonable partial deliveries.

The buyer is responsible for proper and diligent inbound and merchandise inspection. Wrong deliveries, quantity discrepancies and obvious defects must be notified to the supplier immediately, but no later than 10 working days after receipt of the merchandise. As soon as possible the buyer examines the merchandise for further defects. The merchandise is considered as accepted if within 30 calendar days after delivery date no written notice of defects is received or if the merchandise is economically used during more than 20 shift working days. Returns will be accepted only after previous agreement.

#### 7. Conditions of payment

The invoice is to be paid by the buyer without any deductions:

1. at the latest 30 calendar days after the invoice date, as far as not differently agreed and noted.
2. in the eCatalog (Internet) while placing an order.

In case of not complying with these terms the supplier is entitled to charge interest of 5% per year. Additionally the buyer has to pay all handling charges. The supplier reserves the right to implement orders of new and existing buyers against cash on delivery or prepayment.

#### 8. Returns / cancellation

The supplier does supply to specialized technical/industrial customers and their professional vendors. Therefore there is no right to exchange or money back guarantee. There is at no time a right to adjourn, cancel, return or return debit of any kind. Such rights must be agreed upon ahead in writing with the supplier.

#### 9. Guarantee / warranty

The supplier ensures that the merchandise is in accordance with offer and/or confirmation of order free from material and fabrication defects. Possible notice of defects shall be made in accordance with paragraph 6 of these GTC. The guarantee duration for the merchandise supplied by the supplier is depending on the guarantee period defined by the manufacturer. It is at most 12 months starting from the date of delivery. The quality labels of the supplier are to be submitted compulsory. For repairs or service the guarantee period amounts to 3 months for the parts replaced by the supplier and for associated functions. Provided that a timely objection was made, the guarantee covers replacement (new or exchanged merchandise) or repair of defective merchandise or parts of it. On "Last Buy" business the purchase order value can be replaced at most. The guarantee is not applicable in case of inappropriate handling, changes made by the buyer or other interferences or late notice of defects. In no case the supplier shall be responsible for damages or indirect damages which result from the use or loss of supplied merchandise. Transportation, demounting and installation costs are at the expense of the buyer. In case the returned merchandise is immaculate, the supplier costs are debited to the buyer.

#### 10. Liability

Liability for slight negligence shall be excluded. The buyer is responsible for the professional selection and use of the merchandise. The supplier is responsible within the scope of his casualty insurance for further person and damage to property incurred by the buyer due to intention or gross negligence of the supplier. Claims for compensation whatever kind and legal foundation, in particular but not exclusively, for direct and indirect damage as well as consequential damage such as loss of data, orders, use or profit shall be excluded. Any liability for auxiliary persons and subcontractors of the supplier shall be excluded.

#### 11. Applicable law / place of jurisdiction

The contractual relation is subject to Swiss law with the exclusion of the UN-Sales law. The exclusive place of jurisdiction shall be the court at the seat of the supplier in Maur (Ebmatigen). The buyer hereby expressly declares to accept place of jurisdiction as just mentioned. The supplier also has the right to sue the buyer at his seat/domicile.

#### 12. Severability clause

Should any part of these GTC be held invalid or unenforceable, then these GTC will remain in full force and effect as if such invalid or unenforceable term had never been included.