

1. General

These General Terms and Conditions ("GTC") apply for any delivery of goods or provision of services by **Rittmeyer AG** (hereinafter "Seller") to countries outside of Switzerland. If deliveries are made in performance of a distribution agreement, these GTC apply to every order made thereunder. Any conditions issued by Buyer shall only be valid if and to the extent expressly accepted by Seller in writing.

2. Orders

Offers not specifying an acceptance period, and all information in price lists, are not binding. Purchase orders must be confirmed by Seller in writing for any obligation of Seller to arise.

3. Annulations / Change Orders

Purchase orders confirmed by Seller can no longer be cancelled or altered by Buyer. Change orders are subject to written confirmation by Seller with costs to be borne by Buyer and delivery dates shifting accordingly.

4. Regulations in Force in the Country of Destination

At the latest at the time of ordering, Buyer must inform Seller on statutory, administrative and other regulations and standards relating to the goods and services to be supplied by Seller or to their operation as well as on pertinent health and safety regulations. Unless Seller receives the respective information on time, the goods and services supplied by Seller shall comply with the regulations and standards in force at the domicile of Seller.

5. Conditions of Delivery

Delivery of goods shall be made "Free CARRIER" Seller's manufacturing plant (FCA Baar - INCOTERMS® 2010) unless stated differently in Seller's order confirmation. Any duties, charges, taxes, etc. imposed in connection with delivery shall be borne by Buyer.

6. Packaging

Unless otherwise agreed in writing, the packaging of goods will be charged to Buyer separately and must not be returned to Seller.

7. Delivery Dates

Terms of delivery indicate the time frame during which the goods must be at the disposal of the carrier nominated by Buyer at Seller's manufacturing plant. Delivery terms are based upon the circumstances prevailing at the time they are stated. They are reasonably extended, if and to the extent:

- Buyer or a third party is behind schedule with preparatory work or with performance of its contractual obligations, in particular if Buyer fails to observe the terms of payment or if licences or permits for delivery are missing;
- Buyer does not provide on time or subsequently alters information required by Seller for performance of the work;
- Hindrances occur which Seller cannot reasonably prevent, regardless of whether they affect Seller, Buyer or a third party. Such hindrances shall include, besides events of force majeure, significant business disruption due to accidents or labor conflicts, breakdowns in data processing, late supply of components, defects of essential machinery or unforeseeable shortages in production or storage resources.

Delay in scheduled delivery does not entitle Buyer to rescind the purchase order nor to claim any direct or indirect damages.

8. Default to Call Down / Accept Delivery

If the specified quantities of goods ordered by Buyer are not called down for delivery, Seller is entitled to withdraw from the contract, demand the return of goods already delivered and claim damages. Alternatively, Seller has the option of demanding from Buyer a guarantee issued by a first-class Swiss bank for the full purchase price in exchange for delivery of the remaining goods. Buyer must arrange for a carrier or other person able to accept delivery at the agreed time and place. In case of any delay in acceptance of goods Buyer shall hold Seller fully harmless for any storage or further costs incurred as a result.

9. Prices

Seller reserves the right to adjust prices, if the type or scope of the goods or services to be supplied is subsequently altered or if delivery is delayed for reasons stated in section 7.

All prices are net, excluding packaging, freight, fees for export, transit or import, costs for permits and certifications, value added tax or other forms of taxes, levies or customs duties.

10. Terms of Payment and Default

Unless credit terms have been agreed in writing, goods and services must be prepaid within 30 days from receipt of Seller's invoice. Seller will not start manufacturing goods before payment in full has been received. No payments may be withheld and Buyer expressly waives any right to set-off alleged claims against Seller.

If payment is overdue, interest rates of 8% p.a. on the outstanding amount is payable without further notice. Seller further reserves the right to rescind the contract (if credit terms have been agreed, demand the return of goods pursuant to art. 214 para 3 of the Swiss Code of Obligations) and claim damages.

11. Right to Withdraw

In case of Buyer's insolvency or Buyer's default with payment for an earlier purchase, Seller is entitled to withhold performance until the outstanding amount is fully paid by Buyer or guaranteed by a first-class Swiss bank. If Buyer neither pays nor has payment guaranteed within a reasonable time period set by Seller, Seller may withdraw from the contract without cost.

12. Inspection and Acceptance

Buyer must inspect the goods immediately upon receipt. Any defects must be notified in writing within eight (8) days from receipt. Otherwise the goods are deemed accepted and any warranty claim against Seller is excluded.

13. Warranty

Seller warrants that the goods delivered shall be free from defects in material or workmanship that could affect their proper use. Representations and warranties are only those expressly defined as such in Seller's order confirmation. Any warranty or liability for damages that are not proved to result from defects in material or workmanship is excluded.

In particular, any liability is excluded and the warranty period set forth herein expires prematurely, if goods supplied have been improperly treated or maintained, exerted beyond specifications, not handled according to Seller's operating instructions, modified or repaired by Buyer or by a third party, or if Buyer fails to take all necessary measures to mitigate damages or to give Seller adequate opportunity to remedy defects.

The warranty period is twenty-four (24) months from the date goods are ready for dispatch or maximum 27 months from the date of production. The warranty period does not run anew upon fulfillment of Seller's obligation to remedy any defects.

Within the warranty period set forth above, Seller will remedy defects, provided that they were either (i) notified in accordance with section 12 or (ii) could not be discovered in the course of a customary examination and are notified to the Seller in writing immediately upon their discovery. Otherwise goods are deemed accepted and any warranty is excluded.

If goods are proven defective and Buyer has notified the defects as set out hereinabove, Seller shall at its discretion either repair or replace the defective goods. Costs for shipment from and to Seller's manufacturing plant, if necessary, are borne by the parties in equal shares. Any further warranty claims of Buyer are expressly excluded and Buyer waives any further remedies.

14. Retention of Title / Drawings and Technical Documents

If credit terms have been agreed, Seller shall retain ownership to any goods supplied until full payment has been received. At Seller's request, Buyer shall take all necessary measures to have Seller's title to the goods recorded into the applicable register. Seller further reserves the right in and to drawings and technical documents handed to Buyer. Buyer acknowledges these rights and undertakes not to give access to these documents to third parties in full or in part without prior written consent by Seller or to use them beyond the purpose for which they were handed over.

15. Installation and Commissioning

If Seller undertakes to perform installation, revision or repair work, the Installation Rates and Conditions shall apply according to VE140.

16. Applicable Law and Jurisdiction

These GTC and any contract concluded thereunder shall be governed by Swiss substantive law to the exclusion of the UN Convention on Contracts for the International Sales of Goods. Exclusive place of jurisdiction is Zug, Switzerland.

Baar, June 2014