

General Terms and Conditions of Sale

1. General

These General Terms and Conditions of Sale shall apply in as much as and so far as the parties have made no other written agreements in individual cases. The contract shall be effective only upon Polymetrix AG's written confirmation of order. Any modifications have to be implemented by annex to be lawfully signed by both parties.

2. Prices

All prices shall be deemed to be net, ex works, in freely available Euros, without any deduction whatsoever.

Any and all additional charges, such as but not limited to, freight charges, insurance premiums, fees for export, transit, import and other permits, as well as for certifications, shall be borne by Buyer.

Likewise, Buyer shall bear all value-added taxes, sales taxes, profit taxes, income taxes, social contributions, registration fees, as well as all other kinds of taxes, fees, levies, custom duties and the like which are levied against Polymetrix, its related companies, its factories or its personnel in connection with the contract.

3. Terms of payment

The terms of payment are according to the confirmation of order. The agreed dates of payment shall also be observed by Buyer even if transport, delivery, installation, commissioning or taking over is delayed or prevented due to reasons beyond the control of Polymetrix AG, or if minor parts are missing or if post delivery work, which does not prevent the supplies from being used, is necessary. The retention of payments or the setting-off against any counter-claims shall be excluded.

If Buyer is overdue with an agreed payment, Polymetrix AG, without prejudice to its legal rights, shall be entitled to suspend the further execution of the contract, to stop the fabrication or to retain the deliveries which are ready for dispatch.

With effect from the agreed due date, Buyer shall pay interest on the outstanding amount at a rate of 4% over the 12-months-LIBOR for the contractual reference currency valid at the due date. If Buyer is overdue with a payment or the establishment of an agreed security for more than two weeks, the entire balance of payment shall be due immediately.

4. Retention of title

Polymetrix remains the owner of the entire supplies until the complete receipt of the agreed payments. Buyer authorises Polymetrix AG to enter the retention of title in public registers or records and shall be obliged to give any signatures requested.

5. Delivery time

The delivery time shall start as soon as the contract is entered into, the necessary technical documents of Buyer have arrived completely at Polymetrix, the agreed payments and securities are given and the required official permits are granted. The delivery time shall be deemed to be completed when the delivery is ready for dispatch at the factory within such time.

The delivery time shall be reasonably extended if events of Force Majeure such as epidemics, acts of God (e.g. earthquake, flooding), mobilisation, war, acts of piracy, revolution, labour conflicts, boycotts, accidents, serious breakdown in the works or official actions prevent the compliance with the delivery date.

The delivery time shall be extended if Buyer changes the original order or is overdue with its contractual obligations, especially if Buyer has delayed the delivery of the necessary documents, has delayed the agreed payments and securities or is overdue with the work to be carried out by Buyer.

6. Packing

Packing shall not be returnable.

7. Risk of loss and insurance

The benefit and the risk of the supplies shall pass to Buyer with the readiness for dispatch at works. If dispatch is delayed for reasons beyond the control of Polymetrix, the supplies are stored and insured at the expense and the risk of Buyer.

Transport shall be executed at the expense and risk of Buyer. Buyer shall be responsible for taking insurance of the supplies against risks of any kind.

8. Drawings technical documentation and Software

Brochures and catalogues are not binding. Data contained in drawings and technical documents are only binding if they are explicitly stipulated as such. Polymetrix AG reserves all rights to the drawings and technical documents delivered by Polymetrix AG. They shall not be made available to third parties. If no order is placed, all drawings and technical documents are to be returned immediately to Polymetrix AG.

As far as software is included in supply, all rights to that software remain the property of Polymetrix AG. Polymetrix AG grants to Buyer a non-exclusive right to use the delivered software, whereby the right to sublicense shall be excluded. The right is limited to the contractually agreed use. The software may only be reproduced or made available to third parties with the prior written consent of Polymetrix AG.

9. Installation

Buyer is solely responsible for installation and commissioning of the supplies. If Polymetrix AG assumes the responsibility for the installation,

supervision of installation and/or commissioning of the supplies, the resulting costs will be charged to Buyer additionally.

If Polymetrix AG is entrusted with supervision of installation (technical assistance) without the installation being carried out by personnel of Polymetrix AG, Polymetrix AG is liable for defects, delay or failure to fulfil performance guarantees only if Buyer proves these circumstances to be attributable to gross negligence of Polymetrix AG in the instruction or supervision of the local personnel.

The tools used, auxiliary materials as well as surplus materials provided by Polymetrix AG remain the property of Polymetrix AG and are to be returned upon termination of installation.

10. Taking-over

The supplies shall be considered as having been taken over if no substantiated written complaint is made from Buyer within two weeks for single machines, or within two months for complete plants, calculated from the date of delivery at the place of performance. The taking-over is further considered as being completed if Buyer refuses to participate in an agreed taking-over inspection or does not sign a taking-over certificate reflecting the facts truthfully.

Polymetrix AG shall not later than at the date of delivery, provide information and drawings which are necessary to permit Buyer to commission, operate and maintain the supplies. Polymetrix AG shall not be obliged to provide manufacturing drawings of the supplies or of spare parts.

11. Free consultation

Any free of charge technical consultation shall be outside of any pre-contractual or contractual obligations. Polymetrix AG shall not be liable for free consultations, especially with respect to the correctness of the contents of the consultation.

12. Mechanical Warranty and liability for defects

The mechanical warranty period is 12 months from readiness for dispatch. The mechanical warranty by Polymetrix AG is subject to the timely fulfilment of the agreed payment conditions by Buyer.

Polymetrix AG shall be responsible to repair or replace DAP Buyer's plant site (Incoterms 2010) any parts which, before the expiry of the mechanical warranty period, are proven to be unusable due to bad materials, faulty design or poor workmanship. The right to cancel the contract or reduce the price shall be excluded. If a part is still defective, despite a replacement or repair, Polymetrix AG is entitled to take back the defective part against reimbursement of the received payments.

Excluded from Polymetrix AG mechanical warranty and liability are all deficiencies beyond the control of Polymetrix AG, especially if resulting from normal wear and tear, false information from Buyer, improper maintenance, failure to observe the operating instructions, excessive loading, use of any unsuitable material, influence of chemical or electrolytic action, combination with non-original parts, installation, changes or repairs by Buyer or third parties, events of Force Majeure, etc.

If Buyer proves that an express warranty with regard to performance, energy consumption, etc. is not achieved, the express warranty is valid only if Polymetrix AG, after the completed commissioning, has the opportunity to prove that the warranted parameters are achieved. Buyer shall at its expense make available the necessary raw materials, energy, etc., as well as qualified personnel. If within two months from receiving the written complaint, Polymetrix AG is not given an opportunity to prove the warranted parameters, then those parameters are deemed to be proven.

13. Place of performance

Unless otherwise agreed, place of performance for all contractual obligations is Oberbüren/Switzerland.

14. Consequential damages

The warranty and liability claims of Buyer are exhaustively covered by these conditions. Polymetrix AG is only liable to compensate Buyer for the costs of remedying defects in the supplies itself.

As long as there are no specific mandatory laws to the contrary, in no case whatsoever shall Buyer be entitled to contractual or tort claims for damages resulting from, but not limited to, loss of production, loss of use, loss of orders, loss of profit and other direct or indirect or consequential damages.

15. Use of Personal Data

In reference to the European General Data Protection Regulation, the Buyer agrees that the Polymetrix AG is entitled to process the Buyer's personal data within the scope of the business relationship between the Parties or to transfer the processing of data to a third party in Switzerland and/or abroad. Furthermore, the Buyer consents in particular to the Polymetrix AG transmitting the Buyer's personal data to a third party in Switzerland and/or abroad for the purpose of performing and maintaining the business relationship between the Parties.

16. Jurisdiction/applicable law

Any disputes arising out of or in connection with the contract shall be exclusively settled by the Commercial Court of the Canton St. Gallen/Switzerland. Swiss Law shall exclusively apply.