

GENERAL TERMS AND CONDITIONS

HAEUSLER AG / HAEUSLER GMBH / HAEUSLER TECH AG

HAEUSLER General terms and conditions of sale and supply of products and services prembles

PREAMBLE

1. These general conditions for the sale and supply of Supplier's products and services („General Conditions“) set out in Supplier's offer and/or order acknowledgment („Products and Services“) shall be binding upon Purchaser if declared applicable in Supplier's offer and/or order acknowledgment. Any conditions stipulated by Purchaser in its request for quotation and/or purchase order which are in contradiction to these General Conditions shall only be valid if expressly accepted and agreed in writing by Supplier.

2. These General Conditions shall apply to direct sales by Supplier of Products and Services to Purchaser as well as sales to Supplier's distribution partners which shall sell on Supplier's Products and Services in their own name and under their own terms and conditions.

3. All agreements and legally relevant declarations of the contracting parties must be in writing to be valid. Declarations in text form which are transmitted by or recorded on electronic media will be construed as declarations in writing if Purchaser did not expressly stipulate anything to the contrary in writing and Supplier agreed.

4. The purchase contract („Contract“) shall be deemed to have been entered into by the contract parties upon receipt of Supplier's written order confirmation stating its acceptance of Purchaser's order. Offers which do not stipulate an acceptance period shall not be binding. Order confirmations are deemed tacitly accepted if Purchaser does not notify its objection in writing within 14 days as of date of notification.

5. The Products and Services are exhaustively specified in Supplier's order confirmation and its appendices, if any. Supplier shall be entitled to propose changes which Supplier may accept such changes by issuing a new offer including the new or modified specifications and a new price. If accepted by Purchaser, a new order confirmation shall be issued by Supplier.

PRODUCT INFORMATION/INSTRUCTIONS

6. All information and data contained in the general product documentation and price lists, regardless of the form, shall be binding only to the extent that they are agreed in writing typically in Supplier's order confirmation or otherwise and expressly included by reference in the Contract.

7. Supplier shall, not later than at the date of delivery, provide free of charge information and drawings which are necessary to permit Purchaser to install and/or commission and/or operate and/or maintain the Product. Such information and drawings shall be supplied electronically. Supplier shall not be obliged to provide manufacturing drawings for the Product or for spare parts to Purchaser.

DRAWINGS, TECHNICAL INFORMATION, INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY

8. All drawings and intellectual property rights in the Products and Services, whether or not registered, including in any embedded software, and in any technical information relating to the Products and Services, shall rest with Supplier or, as the case may be, with a third party which has licensed Supplier to sublicense these rights. Subject to any limitations that may have been agreed between the third-party licensor and Supplier, Purchaser shall acquire a nonexclusive, perpetual, and transferable right to use these intellectual property rights but limited to the extent required by the purpose of the Contract. Supplier shall not be obliged to provide Purchaser with the source code or with updates for any embedded software. This clause shall also apply when the Product and/or software has been specifically developed for Purchaser, unless otherwise agreed in writing.

9. Technical, commercial, and financial information and information which has been declared as confidential or which must by its very nature be deemed to be confidential, disclosed in writing or orally by one party to the other, shall be treated confidentially. The information shall therefore not without the consent of the disclosing party in writing be used for any other purpose than that for which it was provided in the Contract. It may not, without the consent of the disclosing party in writing, be transmitted, communicated, or otherwise disclosed to a third party.

REGULATIONS IN FORCE IN THE COUNTRY OF DESTINATION AND SAFETY DEVICE

10. At the latest when placing the order, Purchaser shall draw the attention of Supplier to the standards and regulations applicable to the provision and operation of the Products and Services as well as to the health and safety issues of the personnel at Purchaser's place of business.

11. Unless otherwise agreed in writing, the Products and Services shall comply with the regulations and standards at Supplier's place of business. Additional or other safety measures and devices shall be supplied to the extent they have been expressly agreed upon in writing.

12. It shall be Purchaser's sole responsibility to ensure at its cost that Products will be operated in compliance with all applicable local and state laws and regulations, safety, noise, eventual fence protections or other barriers to prevent access to the Products area, and environmental laws and regulations, including but not limited to zoning and building permits.

ACCEPTANCE TESTS

13. Acceptance tests provided for in the Contract shall be carried out at the place of manufacture during normal working hours („factory acceptance test" or „FAT"). The FAT does not necessarily need to be executed on a finally assembled Product but can be done, in the sole judgment of Supplier, individually on its main parts. The specs tested at the FAT shall be deemed accepted and final subject to the site acceptance test („SAT"). If the Contract does not specify conditions and/or specific technical specifications, the tests shall be carried out in accordance with general practice in the industry in the country of manufacture.

14. Supplier shall notify Purchaser in writing of the FAT in sufficient time to permit Purchaser to be represented at the tests. Once the FAT is passed, Supplier shall issue a FAT report in writing with the results of all critical tests executed during FAT. If Purchaser is not represented at the test, the FAT report shall be sent to Purchaser and shall be deemed accepted by Purchaser.

15. If the FAT fails because the Product is not in accordance with the technical specifications in the Contract, Supplier and Purchaser shall meet to discuss further proceedings. Supplier shall without delay, at its cost and expense, remedy any deficiencies to ensure that the Product complies with the technical specifications or demonstrate that the functionalities are fulfilling the technical requirements. A new FAT shall then be carried out at Purchaser's request and at Supplier's cost and expense unless the deficiency was insignificant.

16. Supplier shall bear all costs for the FAT. Purchaser shall, however, bear all travelling and living expenses for its representatives in connection with such tests. Purchaser shall provide to Supplier all necessary material at its cost and expense to run the FAT and the SAT. The amount of the material needed shall be decided by Supplier, including the material to prepare the tests.

17. If pursuant to the Contract Supplier is responsible for the installation and commissioning of the Product on Purchaser's site, Supplier shall run a site acceptance test („SAT“) to ensure that the Product performs according to the FAT report within 6 months as of date of delivery of the Products failing which the SAT shall be deemed passed. If the SAT is passed, Purchaser shall promptly sign off the SAT report. If SAT is not passed, Supplier shall remedy the deficiencies at its cost and expense, whereafter a new SAT shall be passed.

DELIVERY / PASSING OF RISK

18. Any trade term agreed in the Contract shall be construed in accordance with the INCOTERMS® in force at the time of formation of the Contract. If no trade term has been specifically agreed, the delivery shall be deemed Free Carrier (FCA) INCOTERMS at the place of manufacture of the Product. If in case of FCA-delivery Supplier organizes the transport of the Product to Purchaser's destination at the request of Purchaser and at Purchaser's cost and expense, the risk will nevertheless pass to the Purchaser as soon as the Product is handed over to the first carrier in line with the provisions of FCA INCOTERMS. Partial delivery shall be permitted. It shall be at Purchaser's option to insure the equipment against any risk not covered by the delivery terms agreed between the parties.

TIME OF DELIVERY / INSTALLATION, DELAY

19. If the parties, instead of specifying the date of delivery, have specified a period of time within which delivery shall take place, such period shall start to run as soon as the Contract is entered into and all agreed preconditions to be met by Purchaser have been fulfilled, such as, without limitation, agreement on all technical issues, official formalities, execution of payments due at the formation of the Contract and provision of securities, if any.

20. If Supplier anticipates that it will not be able to deliver the Product at the time for delivery, it shall forthwith notify Purchaser thereof in writing, stating the reason and, if possible, the time when delivery can be expected. If Supplier fails to give such notice, Purchaser shall be entitled to compensation for any additional costs which it incurs, and which could have been avoided had it received such notice.

21. If the delivery delay is caused due to Force Majeure, or by an act or omission on the part of Purchaser, or any other circumstances attributable to Purchaser or beyond Supplier's reasonable control, Supplier shall be entitled to extend the time for delivery by a period which is necessary having regard to all the circumstances of the case. This provision shall apply regardless of whether the reason for the delay occurs before or after the agreed time for delivery.

22. If the Product is not delivered at the time of delivery, Purchaser shall be entitled to liquidated damages as from the 5th week after the date on which delivery should have taken place. The liquidated damages shall be payable at a rate of 0.5 per cent of the Contract Price for each completed week of delay. The liquidated damages shall not exceed 5.0 (five) per cent of the Contract Price. If only part of the Product is delayed, such as, without limitation, Product accessories that are included in the scope of the Contract, the liquidated damages shall be calculated on that part of the Contract Price which is attributable to such part of the Product. The liquidated damages shall become due at Purchaser's demand in writing but not before delivery has been completed or the Contract is terminated as set out herein. Purchaser shall forfeit its right to liquidated damages if it has not lodged a claim in writing for such damages within six months after the time when delivery should have taken place.

23. If the delivery delay is such that Purchaser is entitled to maximum liquidated damages and if the Product is still not delivered, Purchaser may in writing demand delivery within an extended period which shall not be less than six weeks („Extended Period“). If Supplier does not deliver within such Extended Period and such failure is not due to any circumstances which are attributable to Purchaser, then Purchaser may by notice in writing to Supplier terminate the Contract in respect of such part of the Product which cannot be used as intended by the parties due to Supplier's failure to deliver. If Purchaser terminates the Contract, it shall be entitled to compensation for the loss it suffers as a result of Supplier's failure to deliver, including any consequential and indirect loss and damage. The total compensation, including the liquidated damages, shall not exceed 12 (twelve) per cent of that part of the Contract Price which is attributable to the part of the Product in respect of which the Contract is terminated.

24. Liquidated damages and termination of the Contract with limited compensation set out sections 22 and 23 shall be the only remedies available to Purchaser in case of delay on the part of Supplier. All other claims against Supplier based on such delay shall be excluded, except where Supplier has been guilty of gross negligence.

25. If Purchaser anticipates that it will be unable to accept delivery of the Product at the time of delivery, it shall forthwith notify Supplier in writing thereof, stating the reason and, if possible, the time when it will be able to accept delivery. If Purchaser fails to accept delivery at the time of delivery, it shall nevertheless pay any part of the Contract Price which becomes due at the time of delivery as if delivery had taken place at the time of delivery. Supplier shall arrange for storage of the Product at the risk and expense of Purchaser. Supplier shall also at the request of Purchaser insure the Product against any risk at Purchaser's expense.

26. Unless Purchaser's failure to accept delivery is due to Force Majeure, Supplier may by notice in writing require Purchaser to accept delivery within a final reasonable period. If for a reason which is not attributable to Supplier and not the result of Force Majeure Purchaser fails to accept delivery within such final reasonable period, Supplier may by notice in writing terminate the Contract in whole or in part. Supplier shall then be entitled to compensation for the loss it suffers by reason of Purchaser's default, including any consequential and indirect loss. The compensation shall not exceed the Contract Price.

INSTALLATION / COMMISSIONING. SPARE PARTS

27. Installation and commissioning of the Product shall occur after delivery of the Product on Purchaser's site by Purchaser's employees under the supervision of Supplier or its distribution partner as further specified in Supplier's order confirmation. Instructions received from Supplier for the installation and commissioning must be strictly followed by Purchaser's employees to avoid any accidents. Purchaser shall at its cost and expense make available all appropriately skilled manpower, necessary material specified by Supplier or its distribution partner as well as appropriate tools and installations (including cranes with sufficient weight capacity) to install and commission the Product on Purchaser's site without hinderance of any kind. Supplier shall not be liable for any delay incurred by Purchaser during installation and commissioning of the Product unless the delay is caused for reasons attributable to Supplier or its distribution partner.

28. The commissioning of the Product shall include the SAT executed under Supplier's or its distribution partner's supervision. Once the SAT is passed, the SAT report shall document the results of the SAT. If SAT fails, Supplier or its distribution partner shall remedy the deficiencies and pass a new SAT. If the failure to pass the SAT was due to reasons attributable to Supplier or its distribution partner, the SAT shall be at Supplier's or its distribution partner's cost and expense. In all other cases, the cost and expenses of the SAT shall be borne by the Purchaser.

29. If Purchaser orders Product spare parts from the Supplier, Purchaser shall its cost be responsible for the disassembling of the Product and the reassembling and commissioning of the Product after the spare parts have been installed in the Product. Supplier shall provide all reasonable technical information and instructions to Purchaser to enable its adequately skilled employees to disassemble and reassemble the Product.

PAYMENT

30. Payment of the Contract Price shall be made within thirty days after the date of invoice. Unless otherwise agreed, the Contract Price shall be invoiced with 30 (thirty) percent at the formation of the Contract and 60 (sixty) percent when the Product is delivered. Once the SAT is passed, the remaining 10 (ten) percent shall be invoiced.

31. Whatever the means of payment used, payment shall not be deemed to have been effectuated before Supplier's account has been irrevocably credited with the amount due.

32. If Purchaser fails to pay by the stipulated date, Supplier shall be entitled to late interest from the day on which payment was due and to compensation for recovery costs. The rate of interest shall be 8 (eight) percentage points above the base rate of either the Swiss National Bank or the European Central Bank, as the case may be depending on the currency of the invoice. The base rate of the Swiss National Bank topped by 8 per cent shall apply to all invoices other than invoices in Euro. The compensation for recovery costs shall be 1 (one) percent of the amount for which interest for late payment becomes due. In case of late payment or in case Purchaser fails to provide an agreed security by the stipulated date, Supplier may, after having notified Purchaser in writing, suspend its performance under the Contract until payment is received or, where appropriate, until the agreed security is provided. If Purchaser has not paid the amount due within three months of the stipulated payment date, Supplier shall be entitled to terminate the Contract by notice in writing to Purchaser and, in addition to the late interest and compensation for recovery costs according to this clause, to claim compensation for the costs and loss incurred, including indirect and consequential loss.

RETENTION OF TITLE

33. The Product shall remain the property of Supplier („Reserved Goods“) until paid for in full to the extent that such retention of title is valid under the relevant law. Purchaser shall at the request of the Supplier assist it in taking any measures necessary to protect Supplier's title to the Product. The retention of title shall not affect the passing of risk as set out herein.

34. As long as title has not yet passed to Purchaser, Purchaser shall not be entitled to pledge the Reserved Goods to third parties or to assign them by way of security. However, Supplier's distribution partners are entitled to use the Reserved Goods and to resell them in the ordinary course of business as long as it is not in arrears with its payment obligations. Distribution partners assign to Supplier by way of security any claims against its business partners arising from the resale of the Product in the amount of the final invoice amount agreed with Supplier (including VAT). Supplier hereby accepts the assignment. Supplier revocably authorizes Purchaser to collect the claims assigned to Supplier for its account in its own name. This shall not affect Supplier's right to collect the claims itself. However, Supplier shall not collect the receivables itself and shall not revoke the direct debit authorization as long as Purchaser duly meets its payment obligations.

35. If Purchaser is in breach of Contract with Supplier, in particular if Purchaser is in default with the payment of the purchase price, Supplier shall be entitled to rescind the Contract and demand the return of the Reserved Goods from Purchaser, provided that Supplier has unsuccessfully set a reasonable deadline for payment. This shall not apply if the setting of a deadline is dispensable under the statutory provisions. The demand for return of the Reserved Goods does not constitute a declaration of rescission of the Contract; but rather, Supplier is entitled to merely demand the return of the Goods and reserve the right to rescind the contract. In the event of a breach of Contract, Supplier may demand that its distribution partners disclose the assigned claims and the respective debtors, informs the respective debtors of the assignment and hands over to Supplier all relevant documents and provides all information required by Supplier to assert the claim.

36. If Purchaser or its distribution partner files for insolvency, it shall immediately notify Supplier thereof in writing. If the Reserved Goods are seized by third parties or are subject to other interventions by third parties, Purchaser shall, as long as title has not yet passed to it, inform the third party of Supplier's ownership rights and notify Supplier immediately in writing so that Supplier can enforce its ownership rights. Purchaser shall be liable to Supplier for any judicial or extrajudicial costs incurred in this connection unless the third party is able to reimburse Supplier for such costs.

PRODUCT WARRANTY FOR DEFECTS

37. The Product shall be in conformity with the technical specifications set out in the Contract. Pursuant to the provisions under this title „Product Warranty for Defects“, Supplier shall remedy any defect in or nonconformity of the Product (hereinafter termed „Defect“) resulting from faulty design, materials, or workmanship. Supplier's remedy shall be limited to repair or replacement of the defective Product or part thereof at Supplier's cost under the exclusion of any further liability of any sort under any title such as, but not limited to, loss of production, loss of profit and other indirect or consequential loss or damage. This limitation of the liability shall not apply if Supplier has been proven guilty of gross negligence.

38. Supplier shall not be liable for Defects arising out of a design, materials or production methods provided, stipulated, or specified by Purchaser. Supplier shall not be liable for Defects if these arise as a result of Purchaser not operating the Product and/or using the material in line with the instructions of use provided by Supplier, or in line with customary practices prevailing in the industry, such as, without limitation, adequate material, specifically adequate steel sheets of customary quality, perfectly plane and suitable for the use by the Product.

39. Supplier shall only be liable for Defects which appear under the conditions of operation provided for in the Contract and under proper use of the Product specified in its instructions for use.

40. Supplier shall not be liable for Defects caused by circumstances which arise after the risk has passed to Purchaser, such as, but not limited to, Defects due to faulty or incorrect installation, maintenance, repair, or alterations of the Product carried out by Purchaser or by a third party on behalf of Purchaser without the agreement of Supplier, or for Defects resulting from normal wear and tear, improper maintenance, failure to observe the operating and/or maintenance instructions, excessive load, use of any unsuitable material, influence of chemical or electrolytic action, assembly or installation work not undertaken by Supplier, or resulting from other reasons beyond Supplier's reasonable control. Normal wear and tear shall include consumable such as, without limitation, fuses, screws, gaskets, seals, hoses, fittings, lubricating oil, all of which do not fall under this Product Warranty and shall be borne exclusively by Purchaser.

41. Supplier's liability shall be limited to Defects which appear within a period of one year from installation and commissioning („Warranty Period“). The Product is designed for a one-shift usage during 5 working days. If the use of the Product exceeds the one-shift usage during 5 working days, the Warranty Period shall be reduced proportionately.

42. When a Defect in a part of the Product has been remedied, Supplier shall be liable for Defects in the repaired or replaced part under the same terms and conditions as those applicable to the original Product for a period of one year. For the remaining parts of the Product, the original Warranty Period shall be extended only by a period equal to the period during which and to the extent that the Product could not be used because of the Defect. Supplier shall not be liable for Defects in any part of the Product for more than one year from the end of the Warranty Period.

43. Purchaser shall without undue delay notify Supplier in writing of any Defect, latest within two weeks as of the date of the appearance of the Defect („Notice of Defect“), failing which Purchaser shall lose the benefits of the Product Warranty and shall be exclusively responsible for the repair or replacement costs of the Defect. The Notice of Defect shall contain a detailed description of the Defect. Where the Defect is such that it may cause damage, Purchaser shall immediately notify Supplier in writing failing which Purchaser shall bear the risk of damage to the Product resulting from its failure to notify Supplier immediately. Purchaser shall take reasonable measures to minimize damage and shall in all respects comply with the instructions of Supplier.

44. On receipt of the Notice of Defect from Purchaser, Supplier shall at its cost and expense remedy the Defect without undue delay at its choice either by repair or replacement of the defective parts. The time for remedial work shall be chosen such as not to interfere unnecessarily with Purchaser's activities. Remedial work shall be carried out at the place where the Product is located. If dismantling and re-installation of the defective part do not require special knowledge, Supplier may request from Purchaser that the defective part is returned to Supplier at a destination specified by Supplier at its risk and expense. In such case, Supplier shall have fulfilled its obligations under the Product Warranty when it delivers a duly repaired or replaced part to Purchaser. The cost of dismantling and re-installing of the repaired or replaced part are to be borne by Purchaser.

45. Purchaser shall at his own expense provide to Supplier access to the Product and to Purchaser's on-site infrastructure such as, but not limited to the indoor overhead crane of sufficient weight capacity to the extent necessary to remedy the Defect.

46. Purchaser shall bear any additional costs which Supplier incurs for remedying the Defect caused by the Product if it is located in a place other than the place specified in the Contract.

47. Defective parts which have been replaced shall be Supplier's property.

48. If Purchaser has given a Notice of Defect and no Defect is found for which Supplier is liable („no failure found“, „NFF“), Supplier shall be entitled to compensation for the costs incurred as a result of the NFF.

49. If Supplier does not fulfil its Product Warranty obligations under this title, Purchaser may by notice in writing fix a final reasonable period for completion of Supplier's obligations, which shall not be less than six weeks. If Supplier fails to fulfil its obligations within such extended period, Purchaser may itself undertake or employ a third party to undertake necessary remedial work at the risk and expense of Supplier, provided Purchaser or third party does so in a professional manner. Where successful remedial work has been undertaken by Purchaser or a third party, reimbursement by Supplier of reasonable costs incurred by Purchaser shall be in full settlement of Supplier's liabilities for the said Defect.

LIABILITY FOR INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS

50. Supplier shall be liable towards Purchaser for the Product infringing patents, copyrights or any other intellectual property rights of a third party in Purchaser's country. Supplier shall in such case indemnify Purchaser and hold Purchaser harmless against claims of third parties, provided that such claims are confirmed as valid by a final award of a court of competent jurisdiction of Supplier, or a settlement approved by Supplier. Supplier shall, however, not be liable for Purchaser's loss of production, loss of profit, loss of use and loss of contracts, unless the Supplier has been proven guilty of gross negligence.

51. Supplier shall have no liability for infringement of intellectual property rights arising out of:

- the Product being used elsewhere than in the country where the Product has been originally delivered and commissioned; or
- the Product being used otherwise than agreed or in a way Supplier could not have foreseen; or
- the Product being used together with equipment or software not supplied by Supplier, or
- a design or construction stipulated or specified by Purchaser.

52. Supplier shall only be liable if Purchaser notifies Supplier in writing without delay any claim for infringement which Purchaser receives so as to allow Supplier to decide how to deal with the claim. Defence costs against claims for infringement shall be for Supplier's account, provided Purchaser has immediately informed Supplier of the claim. Supplier shall compensate Purchaser for any amounts it is obliged to pay under a final award by a court of competent jurisdiction, or a settlement approved by Supplier.

53. Infringement of intellectual property rights shall, at Supplier's discretion, be remedied by:

- providing the right for Purchaser to use the Product, or
- adjusting the Product so that the infringement ceases, or
- by replacing the Product with another product, which can be used without infringing applicable intellectual property rights.

ALLOCATION OF LIABILITY FOR DAMAGE CAUSED BY THE PRODUCT

54. Supplier shall not be liable for any damage to property caused by the Product after it has been installed and commissioned. Nor shall Supplier be liable for any damage to products manufactured by Purchaser or to products of which Purchaser's products form a part. If Supplier incurs liability towards any third party for such damage to property, Purchaser shall indemnify, defend and hold Supplier harmless and indemnified from and against any third-party claim.

55. Supplier warrants that it has taken out and will maintain in force for a period of at least five (5) years from the delivery date of a Product, a product liability insurance covering death, bodily injury and property damage to third parties with a respected insurance company and that the insurance policy has a sum insured of at least CHF 1,000,000 (Swiss Francs one million) per incident and in aggregate per year. Liability and responsibility to pay any claim in excess of said insured amount shall be borne entirely by Purchaser.

56. If a claim for damage under this title is lodged by a third party against one of the contract parties, that contract party shall forthwith inform the other party thereof in writing. Supplier and Purchaser shall be mutually obliged to let themselves be summoned to the court of competent jurisdiction or arbitral tribunal examining claims for damages lodged against one of them on the basis of damage allegedly caused by the Product.

57. To the fullest extent permitted under applicable law, Supplier's liability shall be limited to the responsibilities contained herein. Notwithstanding the foregoing, Supplier excludes any and all liability, whether based in contract, strict liability, warranty or tort (including negligence), or any other basis whatsoever, for direct, incidental, consequential, indirect, special, or punitive damages of any kind, or for the loss of revenue or profits, loss of business, loss of information or data, or financial loss arising out of or in relation with the sale, installation, maintenance, use, performance, failure, or interruption of the Product.

58. The exclusions of liability of Supplier do not apply if contrary to applicable mandatory law such as in case of fraud, gross negligence or wilful misconduct on the part of Supplier.

FORCE MAJEURE

59. Either party shall be entitled to suspend performance of its obligations under the Contract to the extent that such performance is impeded or made unreasonably onerous by force majeure, meaning any circumstances beyond the party's reasonable control such as, but not limited to, industrial disputes, fire, war, extensive military mobilization, insurrection, requisition, seizure, embargo, restrictions in the use of power, currency and import or export restrictions, epidemics, pandemics, natural disasters, extreme natural events, terrorist acts, defects or delays in deliveries by sub-contractors caused by any such circumstance of force majeure. A force majeure event whether occurring prior to or after the formation of the Contract shall give a right to suspension only if its effect on the performance of the Contract could not be foreseen at the time of the formation of the Contract.

60. The party claiming to be affected by a force majeure event shall notify the other party in writing without delay both about the occurrence and the cessation of such force majeure event. If a party fails to give such notice, the other party shall be entitled to compensation for any additional costs which it incurs and which it could have avoided had it received such notice. If force majeure prevents Purchaser from fulfilling its obligations, it shall compensate Supplier for costs which Supplier incurs in storing, securing and protecting the Product and in avoiding unreasonable interference with its other activities.

61. Regardless of what might otherwise follow from these General Conditions, either party shall be entitled to terminate the Contract by notice in writing to the other party if the performance of the Contract is suspended due to a force majeure event for more than 3 (three) months. Purchaser shall pay all deliveries made up to the time when the force majeure event occurred as well as for work in progress at Supplier's plant and all materials procured by Supplier in view of the execution of the Contract.

ANTICIPATED NON-PERFORMANCE

62. Each party shall be entitled to suspend the performance of its obligations under the Contract where it is clear from the circumstances that the other party will not perform its obligations. A party suspending its performance of the Contract shall forthwith notify the other party thereof in writing.

TERMINATION OF THE CONTRACT

63. Contracts cannot be terminated by Purchaser without prior written consent of the Supplier. If the cancellation is not agreed to by the Supplier, Products may be completed and invoiced at the full Contract Price. If such cancellation is agreed by Supplier, any part of the Products completed at the time of receipt of written cancellation notice, will be invoiced at their respective price even if Purchaser refuses to accept the delivery of such parts of the Products. In addition, Purchaser shall pay for work in progress that is discontinued upon receipt of the cancellation notice as well as materials already procured in view of the execution of the Contract. Purchaser will pay the Supplier a cancellation charge as liquidated damages within a period of thirty days after the notice of cancellation equal to the costs incurred so far for the uncompleted Products, work in progress and materials procured plus 20 (twenty) per cent after deduction of any recovery of costs by the Supplier through the sale, if any, of such Products or parts thereof to third parties.

64. The Contract shall be reasonably amended by the contract parties if unforeseen events considerably change the economic effect or the content of the Products and Services, or considerably affect the activities of the Supplier or if the performance under the Contract subsequently becomes impossible. If such an amendment is economically not justifiable, the Supplier shall be entitled to terminate the Contract, or the parts affected thereby. If the Supplier intends to terminate the Contract, it shall immediately inform Purchaser even if an extension of the delivery time has been agreed beforehand. In case of termination of the Contract, the Supplier shall be entitled to payment of those parts of the Products and Services which have already been performed. Claims for damages on the part of the Purchaser because of such termination are excluded.

DATA PROTECTION

65. Supplier shall be entitled to process Purchaser's personal data as part of its performance under the Contract. In particular, Purchaser shall agree that Supplier may also disclose such data to third parties anywhere in the world in the context of the performance and maintenance of business relations between the contract parties.

NO RIGHT OF SET-OFF OR RETENTION OF MONEYS

66. Purchaser has no right to deduct or set off from the purchase price or retain parts of the purchase price of the Products under any circumstance without the express prior written agreement of the Supplier.

SEVERABILITY

67. If any provision of these General Conditions or of the Contract should prove to be invalid in whole or in part, the contracting parties shall replace such provision with a new provision that comes as close as reasonably possible to the originally intended legal and economic intentions.

DISPUTES AND APPLICABLE LAW

68. The exclusive place of jurisdiction shall be the ordinary courts competent at the registered seat of Supplier. Place of performance of the Contract as well as place for debt collection proceedings shall be at Supplier's premises.

69. The Contract shall be governed by the substantive law of Supplier's country. The applicability of the provisions of the UN Convention on Contracts for the International Sale of Goods (CISG) and of the conflict of law provisions as well as Purchaser's (general) purchase conditions are expressly excluded.

September 1st, 2024