

General Terms and Conditions of Business F.J. Aschwanden AG, Lyss

(Version 01.10.2016 / 1 of 2)

1. General, Contractual Object

- For all contracts between customers and Aschwanden, the General Terms and Conditions of Business of Aschwanden are binding.
- Amendments, subsidiary agreements and arrangements, or the customer's own general terms and conditions of business, are only valid to the extent that Aschwanden has specifically accepted them in writing.
- These General Terms and Conditions of Business regulate the conclusion, content and processing of quotations/purchase orders.
- Aschwanden furnishes to the customer services (purchase order, contract for services) within the framework of or to the extent that these have been agreed in writing between the contractual parties. Written agreements take precedence over any negotiations conducted, or correspondence exchanged, prior to the conclusion of such agreements.
- With their orders, or acceptance of our quotations, customers accept these Aschwanden General Terms and Conditions of Business.
- These General Terms and Conditions of Business form an integral part of the legal relationships between Aschwanden and its customers.

2. Quotations/Conclusion of Contract

- Aschwanden generates written quotations at the request of customers or against calls for tender. If not otherwise stipulated, quotations are valid for one month from their date of dispatch. As a rule, quotations specify the concrete order and contain non-binding cost estimates, whereby binding cost ceilings or all-in prices can be offered.
- No other scope of supply other than that specified in the written quotation and/or its appendices is included.
- The Aschwanden quotation is deemed accepted by the customer (and hence the contract as concluded) once the customer confirms acceptance in writing.
- Customer orders are deemed accepted by Aschwanden (and hence the contract as concluded) when Aschwanden confirms customer orders in writing.
- Each party can reserve the right to conclude a separate written contract in lieu of a confirmed quotation.

3. Customer's Obligations to Cooperate

- Customers are obliged to inform Aschwanden promptly – if possible prior to concluding a contract – about any circumstances that could influence the execution of the purchase order/contract for services, specific aspects of the individual project or order, to identify and document special precautions, and to inform Aschwanden accordingly. The customer shall provide Aschwanden access to such data and workstations, including – if requested by Aschwanden – to designate a contact person.
- The customer shall support Aschwanden in all aspects that are required for Aschwanden to promptly fulfil the order compliant with the contract.
- Delays and extra costs incurred through incomplete clarification and cooperation obligations shall be borne by the customer.

4. Prices

- All prices are understood as net in Swiss francs (CHF).
- All prices are understood as ex-works, excluding value added tax (VAT), any other sales taxes, fees, customs duties or levies, and do not include packaging, packing and transportation costs, or minimum quantity surcharges.
- The listed packaging is standard size; extra charges are applied for special packaging dimensions.

5. Payment Terms

- 30 days net, without any deductions.
- Arrears of payment on the customer's side entitle Aschwanden to immediately withdraw from the contract.
- Upon late payment of invoices, Aschwanden reserves the right to charge a 5% p.a. interest on arrears from the date of the first reminder. Also reserved is the right to further assert damages caused by delays.
- Aschwanden is entitled to request payment in advance or cash on delivery; any related costs incurred shall be borne by the customer.

6. Deliveries

- From CHF 2'000.- net value of goods (see parag. 4 GTC), delivery is carriage paid unloading point (e.g. building site, operations centre, bottom station).
- Up to a net value of goods (see parag. 4 GTC) of CHF 500.-, an additional minimum quantity surcharge is applied.
- All agreed delivery dates are guidelines and non-binding; delivery delays do not entitle the customer to compensation; surcharges for express deliveries are borne by the customer.
- The driveway to the unloading point must be accessible in all weathers, including for heavy road transport/articulated vehicles.
- Unloading shall be immediate and is the responsibility of the customer; waiting times for delivery vehicles are charged to the customer's account.
- Upon receipt of the delivery, any defects and/or damage must be reported immediately to the haulier.
- Aschwanden retains right of retention as long as the customer is in arrears relating to this or any other contract between the parties, except where such obligation is only minor and fulfilment of this contract by Aschwanden is not compromised.
- The customer may only refuse partial deliveries where, in consideration of Aschwanden's justified interests, this is absolutely untenable for the customer.
- Transportation of goods is undertaken by the contractual forwarding company and is at the customer's risk. Risk passes to the customer with transfer to the forwarding agent or carrier, at the latest however when the goods leave the supplier's plant. This applies equally for fob and cif deliveries. Transportation damage shall be reported immediately by the customer to the carrier and documented in a jointly generated protocol.
- Insurance coverage for the goods shall be arranged and paid for separately by the customer.
- Goods reported as ready for shipment shall be called off immediately by the customer. If this is not done, Aschwanden can arrange for the goods to be warehoused at the customer's expense.

7. Retention of Title

- Title to delivered goods is not transferred to the customer until such time as the goods are paid for by the customer in full.
- Aschwanden reserves the right to have its legal claim deposited with the retention of title register.

8. Returned Goods

- Custom-made articles cannot be returned to Aschwanden.
- Standard inventory articles in their original packaging may only be returned following prior agreement with Aschwanden; take-back costs shall be charged to the customer.
- The cost of returning goods, free Aschwanden's address, shall be borne by the customer.
- Already opened original packaging will not be accepted by Aschwanden.
- Disposable packing material will not be accepted by Aschwanden and must be disposed of by the customer at the customer's expense.

9. Installation Instructions

- Installation instructions posted on the Aschwanden website are the authoritative guidelines for correct installation of our products, must be complied with and from an integral part of the Aschwanden documentation.

10. Complaints

- Notices of defects shall be made in writing immediately following receipt of the goods.
- Complaints on defects not revealed during meticulous inspection following receipt of the goods shall be made immediately following their detection.
- Notices of defects must be made in writing, in advance by telefax. The customer shall grant Aschwanden access to the goods for defect verification.
- If the complaint is justified, the defective goods shall be replaced by non-defective material; further claims, in particular claims for damages of any kind (namely compensation for direct and indirect damages, including consequential damages), are excluded.

11. Warranty, Liability

- Aschwanden guarantees that its products are always manufactured in consistent quality and compliant with the data stated in technical documentation at the time of ordering; the right to make changes deriving from the latest research finding or codes is expressly reserved.
- No guarantee covering the serviceability of the goods for the customer's intended purpose is given or accepted.
- Aschwanden declines all liability for any manner of damage (namely compensation for direct and indirect damages, including consequential damages) stemming from deficient fulfilment of the customer's obligations to clarify and cooperate.
- In the event of uncertainty, Aschwanden advises customers to submit their problems to our company and make use of Aschwanden consultancy services.
- In the event of claims, irrespective of the legal grounds, Aschwanden is only liable for damages which it caused willfully or through gross negligence, and which lie within Aschwanden's sphere of responsibility. For damages caused by an authorised auxiliary person in exercising the scope of their employment, Aschwanden's liability in the case of light fault shall be waived. Liability for indirect and consequential damages – to the extent permitted by law – is excluded. In particular, liability for claims stemming from compensation for extra work resulting from a defect, include claims for lost profit, is excluded.
- Any further guarantees are expressly excluded.

12. Validity of Printed Strength Figures and Diagrams

- Printed Aschwanden documentation contains strength data and diagrams. These load tables and diagrams must be checked by the user for currentness/validity. The date on the rear side of documentation provides immediate verification. The currentness of strength data and diagrams depends on various factors such as amendments to codes and/or the design models of the manufacturer. The current and valid strength figures can be seen on the Aschwanden web page.

13. Force Majeure, Raw Materials Shortages

- In the event of force majeure or raw materials shortages, with resultant price increases or supply disruptions, Aschwanden expressly reserves the right to
 - consider all quotations as non-binding
 - to invoice at current prices
 - to fulfil contractually agreed supply volumes conditional upon raw materials procurement.

14. Design Programmes and App

- For the utilisation of Aschwanden design programmes and the Aschwanden App, special conditions apply (e.g. License Agreement).

15. Fax/Email

- As with other forms of correspondence, communications via fax and email carry the risk that confidential material can be sent inadvertently to a wrong address, or is never received by the addressee.
- Customers are fully aware that the Internet is not safe and that there are risks when confidential information is transmitted by email. When Aschwanden receives fax numbers or email addresses to which information is to be sent, Aschwanden assumes (if customers do not explicitly state otherwise) that customers agree to the use of fax and email, that the system used by customers is sufficiently secure and trustworthy to protect customers' interests; and that customers take precautions to guarantee the integrity of such information, in particular, measures to block viruses.

16. Website

- When accessing the Aschwanden website, please refer to the section IMPRESSION.

17. Offsetting

- Without the written agreement of Aschwanden, customers shall not offset their own receivables against those of Aschwanden.

18. Applicable Swiss Law, Place of Jurisdiction

- Contractual relationships between Aschwanden and customers are exclusively governed by and construed in accordance with Swiss Law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (Vienna Convention).
- **Exclusive place of jurisdiction is the legal domicile of F.J. Aschwanden AG.** Aschwanden reserves the right to also take legal action against the customer at the customer's legal domicile.

19. Amendments to Our General Terms and Conditions of Business

- Aschwanden reserves the right to amend the General Terms and Conditions of Business at any time without prior notice.
- Such amendments will be announced to customers in an appropriate manner (e.g. online via our website).
- The currently binding version of the Aschwanden General Terms and Conditions of Business can be accessed on the Aschwanden website and printed out from it.

20. Partial Nullity

- Should any individual provisions or parts of a provision be declared invalid, this shall not affect the validity of the other provisions or the remaining partial provisions.

Location / Date: _____ The Customer: _____
(Company stamp with legally valid signature)