

General Terms of Delivery and Payment

CVS Engineering GmbH,

Grossmattstr. 14, D-79618 Rheinfelden

relating to international business transactions

As of: April 2022

1. Scope

Unless otherwise agreed in writing, the following General Terms and Conditions of Delivery and Payment (hereinafter "Conditions") shall apply exclusively to all - current and future - deliveries of goods and services (hereinafter "Deliveries"). The Customer's terms and conditions shall only apply where we have agreed to them in writing.

2. Conclusion and Content of the Contract

2.1

2.1 Our offers are non-binding and subject to change. Contracts only come into effect by way of our written order confirmation or delivery (acceptance). Unless otherwise stipulated in the order, the customer is bound by its order for a period of 14 days as from the date of receipt.

2.2

Unless otherwise agreed, the values and information contained in our written order confirmation shall determine the scope of a delivery.

2.3

Verbal ancillary agreements or commitments by our employees which go beyond the content of a written contract or which modify these conditions in such a way that is disadvantageous to us, are only valid where they are confirmed in writing.

2.4

Illustrations, drawings, colour and weight specifications and measurements accompanying the offer, only represent approximate values unless expressly designated as binding. All liability relating to these documents is hereby excluded provided it is lawful to do so.

2.5

We reserve title and copyright to samples, cost estimates, drawings and other items and information; they must be treated as strictly confidential and can only be

disclosed to third parties with our prior written consent, unless disclosure is required by law or court order in exceptional cases.

3. Price

3.1

Our prices apply FCA CVS Rheinfelden Incoterms® 2020 net in euro plus packaging and - where applicable - the required value added tax.

3.2

Where delivery periods are longer than 2 months, we are entitled to increase or reduce the agreed prices accordingly where, following conclusion of the contract, there are major changes in the cost of salaries, materials, energy or raw materials and we are not responsible for these changes. Where the price increase exceeds 10 %, the customer is entitled to rescind the contract in writing within 2 weeks of notification of the price increase.

4. Payment

4.1

Payments must clear our bank account within 30 days of the invoice date without deductions. Compliance with the payment deadline is determined by the date on which payment arrives in our bank account.

4.2

Where payment is agreed to be by way of letter of credit, the ICC Uniform Customs and Practice for Documentary Credits ERA 600 shall apply.

4.3

In the case of delays in payment, we are entitled - without prejudice to any other rights and claims to which we are entitled - to charge interest at a rate of 18% p.a. until full and final payment has been made.

4.4

Withholding payments or setting them off against counter-claims is only permitted insofar as the counter-claims are undisputed or have been upheld by a final court judgement and provided the statutory requirements under Art. 120 et seq. Swiss Code of Obligations have been fulfilled.

5. Transfer of Risk

5.1

The price and performance risk passes to the Customer pursuant to FCA CVS Rheinfelden Incoterms® 2020. This also applies in the case of partial deliveries.

Any assistance with loading provided as a gesture of goodwill by our employees shall be at the Customer's risk.

5.2

Where dispatch is delayed through no fault on our part, the risk shall pass as soon as we have notified the customer of our readiness for dispatch and this shall be the case even where we have assumed other responsibilities, e.g. shipping costs or delivery and installation, including that performed by our own transport personnel.

6. Delivery, Delivery Period

6.1

The delivery period commences on receipt of the order confirmation but not before clarification of all commercial and technical issues relating to execution of the order and the submission of any documents, permits and clearances necessary for delivery, which must be obtained by the Customer; and not before the receipt of any agreed down payment or payment security or confirmation of an agreed letter of credit. The delivery period is deemed to have been complied with where the goods are ready for dispatch by expiry of the period.

6.2

Our delivery obligation is subject to the proviso that we receive on-time and correct delivery from our own suppliers unless incorrect or delayed delivery by our own suppliers has been caused by us, at least as a result of gross negligence. We shall not be liable for the consequences of non-performance or defective performance by our own suppliers and, provided such consequences have not been caused by our own gross negligence or intent, we can by declaration release ourselves from our delivery obligation towards the Customer.

6.3

It is not necessary to notify the Customer of successful delivery.

6.4

Requests for changes made by the customer shall extend the delivery period by the length of time required for examining their feasibility and, where appropriate, for applying the new requirements to the production. Where ongoing production is suspended due to the request for changes, we may bring forward and finish other orders. We are not obliged to keep production capacity free during the period of the delay.

6.5

Compliance with the delivery period requires performance of the Customer's contractual obligations.

6.6

Partial deliveries are permitted and must be accepted by the Customer.

6.7

We are entitled to comply with our contractual obligations, even after expiry of the agreed delivery period, provided we have notified the Customer of the overrun and specified a new delivery date. The Customer is entitled, within a reasonable period, to reject delayed performance of the delivery provided it can show that delayed delivery is of no use. We shall be liable only in accordance with Clause 6.8. for any necessary additional expenditure incurred by the Customer as a result of late delivery.

6.8

We shall only be liable for the consequences of late delivery in cases of intent or gross negligence. In all other cases, liability is excluded.

6.9

Where dispatch is delayed as a result of circumstances for which we are not responsible, we shall charge for storage at our works at a monthly rate of at least 0.5% of the invoice amount for the stored delivery. This shall be without prejudice to our additional statutory rights.

7. Right of Retention

7.1

We may suspend performance of our contractual obligations, in whole or in part, if after conclusion of the contract it becomes evident that the Customer will not fulfil its contractual obligations, either in whole or in part. This applies in particular where the Customer fails to comply, fails to comply in full or delays in complying with its payment obligations towards us or a third party.

7.2

We are also under no obligation to continue with performance where the Customer provides security, as a guarantee for payment, which can be contested under the applicable insolvency provisions.

8. Force Majeure

8.1

6.1 Unforeseen or unavoidable events, or events for which we cannot be held responsible (e.g. force majeure, strikes or lockouts, operational breakdown, problems in the procurement of material or energy,

transport delays, shortages in staff, energy or raw materials, official measures as well as difficulties in obtaining authorisations esp. import or export licences), shall extend the delivery time by the duration of the period of disruption and its effects. This also applies where our own suppliers are subject to obstructions or during an existing period of delay.

8.2

Where the obstruction is not purely temporary, both parties to the contract are entitled to rescind. The right to claim damages is excluded in the cases referred to in Clause 8.1.

9. Reservation of Title

9.1

We reserve title to the delivery item until full payment of the purchase price and any ancillary claims. This also applies where our claims have been recorded, together or individually, on a running account and the balance has been drawn and acknowledged. The Customer shall bear the cost of sufficiently insuring the delivery item, at the replacement value, against loss and damage. The insurance policy and evidence of payment of the premiums must be submitted to us on request. The Customer hereby assigns to us any claims under the insurance policy, subject to the condition subsequent that title passes to the Customer. We hereby accept the assignment.

9.2

Where a third party substantiates or asserts a right to the goods which are subject to the reservation of title, the Customer shall notify us of this without delay. The costs arising as a result of any claim by a third party shall be borne by the Customer insofar as they cannot be recovered from the third party.

10. Liability for Delivery of Goods which do not Comply with the Contract

10.1

Within a short time after receipt, the Customer shall examine the goods for visible breaches of the contract and inform us, in writing, where the goods fail to comply, by no later than 14 days after becoming aware of the breach or after the breach becomes visible. In this regard, the Customer must precisely specify the nature of the breach.

10.2

Where a notification of breach fails to comply with these requirements, the Customer may only rely on the recourse to which it is entitled under these provisions if we positively knew of the facts substantiating the

breach and fraudulently concealed them from the Customer.

10.3

In the case of goods which do not comply with the contract (material defects and defects in title), we provide the Customer with a warranty in accordance with the following provisions. In the case of additional guarantees or guaranteed characteristics, Clauses 10.4 and 10.5 apply.

- a. We shall be liable under Art. 42 CISG for the fact that the goods are free from third-party industrial property rights or intellectual property rights only with regard to infringements within the Federal Republic of Germany. We declare, however, (without specific investigation) that we are unaware of any infringements of intellectual property rights in other countries at the time of conclusion of the contract.
- b. In the case of a legitimate complaint, the Customer may exclusively demand that the goods be repaired or, if this is not possible, replacement delivery of the contractual goods.
- c. Cancellation of the contract, a reduction in the purchase price and claiming for damages are excluded unless the Supplier fraudulently concealed the breach.
- d. Statements by us relating to the breach complained of by the Customer serve only to clarify the situation and shall not constitute any recognition that there has been a breach of contract or that there has been a proper notification of breach.
- e. Insofar as the breach arises from an essential third-party product, we are initially entitled to restrict our liability to the assignment of rights of recourse to which we are entitled as against the supplier of the third-party product, unless satisfaction by way of the assigned right fails or cannot be obtained for some other reason.
- f. We shall not be liable for any resulting consequences in the case of modifications or repair work to the delivery item, which are inappropriate or have been carried out by the Customer or a third party without our prior consent.

10.4

Where a guarantee has been given, we shall be liable

for the existence of the guaranteed characteristics of the goods within the scope of the guarantee.

10.5

Guaranteed characteristics are only those which are expressly designated as such. In the case of simple negligence, we shall not be liable for guaranteed characteristics. Otherwise, we are liable for the lack of guaranteed characteristics in accordance with the law.

10.6

Claims by the Customer, for the delivery of goods which do not comply with the contract, shall lapse 12 months after transfer of risk (cf. Clause 5) unless we have fraudulently concealed a breach of contract, or caused such breach intentionally or by gross negligence, or we are liable under guarantee, or for death, personal injury or damage to health caused by the breach of contract.

11. Damages

11.1

Unless otherwise specified in Clause 10 and 11.2, we shall be liable, irrespective of the legal basis, for loss incurred by the Customer only where such loss is the result of intentional or grossly negligent conduct on our part. In all other cases, liability is excluded.

11.2

Our liability for death, personal injury and damage to health and under guarantees issued by us, remains unaffected.

11.3

Claims in damages under Clauses 6.8 and 11.1 shall lapse 12 months after commencement of the statutory limitation period.

12. Liability for Vicarious Agents

Contractual liability for vicarious agents shall be excluded. This applies in particular in connection with guarantees, guaranteed characteristics, other defects, transportation and delay.

13. Written Form, Language, Place of Performance

13.1

Where any provision of these General Terms of Delivery and Payment are or become invalid, or where the General Terms of Delivery and Payment contain an omission, this shall not affect the legal validity of the remaining provisions. In place of the invalid provision, a valid provision is deemed to have been agreed

which comes closest to the meaning and purpose intended by the Parties.

13.2

Amendments, additions and any agreement to cancel the contract must be in writing in order to be valid. The same applies to other declarations of the contracting partners which are necessary for the substantiation, safeguarding or exercise of their rights, particularly notifications of defects, setting of deadlines or unilateral declarations of rescission. Fax, remote data transmission (RDT) and email are also deemed to constitute the written form. The sender can only invoke notifications which have been received by the recipient. Where a notification, which has been sent by registered post or by way of an international, recognised courier service, is delivered late, it shall be deemed to have been received on the date that it would have been delivered under normal circumstances.

13.3

Any communication between the Parties and any declaration by the Parties must be in German or English.

13.4

Unless otherwise agreed, the place of performance for the delivery of goods is the location of the works in which they were produced; with regard to all other obligations arising under the contractual relationship with the Customer, the place of performance is our place of business.

13.5

The place of performance for all obligations under the delivery contracts is our place of business.

14. Arbitration, Choice of Law

14.1

Any dispute, controversy, or claim arising out of, or in relation to, the contractual relationship with the customer, including the validity, invalidity, breach, or termination thereof, shall be resolved by arbitration in accordance with the **Swiss Rules of International Arbitration of the Swiss Chambers' Arbitration Institution** in force on the date on which the Notice of Arbitration is submitted in accordance with these Rules. The seat of the arbitration shall be Zurich, Switzerland. The arbitral proceedings shall be conducted in English.

14.2

Swiss law applies including the provisions of the UN Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG).