

## General conditions of sale and delivery of SAXONIA-FRANKE AG

### 1. Area of validity

All deliveries and sales, as well as the associated services, are made on the basis of these conditions of sale and delivery (hereinafter: conditions of sale). Provisions which deviate from these conditions of sale are only valid, if they have been confirmed in writing by Saxonia-Franke. Any contrary or deviating terms and conditions of the buyer are not acknowledged unless Saxonia-Franke has explicitly agreed to their validity in writing.

### 2. Offer and acceptance

The offers of Saxonia-Franke are not binding, but are exclusively deemed as an invitation to submit an offer. The contract comes into effect with the receipt of the written order confirmation from Saxonia-Franke or the execution of the order without contradiction. Otherwise no contract shall come into effect, in particular not by remaining silent about an order or by implied behaviour. If an order confirmation deviates from an order, this is deemed to be a new offer of Saxonia-Franke which is binding for both parties if it is not rejected within 14 days.

### 3. Prices

Only the prices in the order confirmation are binding. Prices are quoted net, ex-works, without packaging and excluding VAT. The packaging as well as other extra and special services shall be invoiced separately.

### 4. Payment terms

Payments are to be made by the buyer within 30 days of the invoice date net, without the deduction of a discount, fees, taxes, charges, customs duties and similar at the address of Saxonia-Franke or another place indicated by Saxonia-Franke. The offsetting of the due purchase price with a claim against Saxonia-Franke is excluded.

Upon the expiry of the payment term the buyer is deemed to be in default of payment without the need for a reminder or notification. From the date of the payment default, the buyer will be charged default interest of 5%.

If the buyer is behind with a payment for whatever reason, or in the event of justified doubt in the ability of the buyer to pay, Saxonia-Franke is permitted, without any restriction to their legal rights, to suspend the further execution of the contract and to make further deliveries dependant on payments in advance. If the buyer does not make advance payments, Saxonia-Franke is permitted to withdraw from the contract and request the goods back. The assertion of further compensation is reserved.

### 5. Delivery conditions, delivery period

The delivery period begins once the contract is concluded, all official formalities have been obtained such as import, export, transit and payment licences, the payments to be made for the orders as well as any securities have been made, and once the key technical points have been clarified. The delivery period is deemed to have been met, if notification of the readiness for dispatch has been send to the buyer before the expiry of the period.

The observance of the delivery period requires the buyer to fulfil its contractual obligations.

The delivery period shall be suitably extended as follows:

- a) If Saxonia-Franke does not receive the details it requires for the fulfilment of the contract, or if they are amended retrospectively by the buyer and thereby cause a delay to the delivery or service;
- b) If hindrances occur which Saxonia-Franke is unable to avert despite applying the required care, regardless of whether they are incurred by Saxonia-Franke, the buyer or a third party.

These hindrance include, for example, epidemics, mobilisation, war, riots, considerable malfunctions, accidents, labour conflicts, delayed or defect supply of the necessary raw materials, semi-finished or finished products, the rejection of important work pieces, official measures or omissions and natural events;

- c) If the buyer or third party is behind in the work to be performed or is in default of the fulfilment of its contractual obligations, in particular if the buyer does not observe the payment terms.

Partial deliveries are permitted.

In the event of a delivery delay which is the fault of Saxonia-Franke, the buyer is exclusively permitted to set a suitable period of grace.

#### 6. Observance of legal provisions

The buyer is responsible for observing the legal and official provisions about the import, transportation, storage, sale and use of the goods.

#### 7. Transfer of benefits and risk

Regardless of the type of delivery and the delivery conditions, the benefits and risk are transferred as soon as the goods have been discharged for dispatch or collection.

#### 8. Transportation

The transportation shall be done on the account of and at the risk of the buyer. Saxonia-Franke assumes no liability for transport damage. The buyer is obliged to take out insurance against damage of any kind.

#### 9. Retention of title

Saxonia-Franke remains the owner of all deliveries, until the contractual payments have been made in full. The buyer is obliged to cooperate with measures that are necessary to protect the ownership of Saxonia-Franke; in particular it shall enable Saxonia-Franke, upon the conclusion of the contract, to perform the entry or provisional entry of the retention of title, at the expense of the buyer, in public registers, books or similar, according to the applicable state laws, and to fulfil all associated formalities. The buyer shall maintain the delivered objects, at its expense, for the duration of the retention of title, and insure them for Saxonia-Franke against theft, breakage, fire, water and other risks. Furthermore, it shall undertake all measures to ensure that the ownership claim of Saxonia-Franke is not affected or rescinded.

#### 10. Warranty and liability claims of the buyer

The buyer has to inspect the deliveries and services immediately after receipt. If it fails to do so the delivery is deemed to have been approved. The buyer has to notify of any defects detected within ten days, in writing. The period of limitations for the assertion of warranty claims begins on the date of the transfer of risk and amounts to one year. If a notification of defect is made within the 10-day period, Saxonia-Franke shall replace the defect item with a defect-free item, rectify the defect item or refund the purchase price, at its discretion. Any further warranty, in particular the legal warranty rights, or liability for damage or defects of any kind, is explicitly excluded as far as is legally permitted. In particular compensation for damage incurred due to delivery delay is excluded. Any liability for defect consequential damage or other damage, which could occur directly or indirectly from the use or processing of sold products, is hereby excluded, as far as is legally permitted. The exclusion of the legal warranty rights according to this point also applies explicitly to goods which are supplied as replacements for defect goods.

#### 11. Termination of contract

If unexpected events considerably change the financial importance of the content of the contractual services, or have an effect on it, as well as in the event that it is impossible to execute the services at

a later date, the contract shall be suitably adjusted. If this is not financially reasonable, Saxonia-Franke is entitled to terminate the contract or the affected parts of the contract.

#### 12. Force majeure

Both Saxonia-Franke and the buyer are not liable for the non-fulfilment of their contractual obligations, if they are due to a background reason which is outside of their control or is in particular due to one of the following reasons: epidemics, war, riots, considerable malfunctions, accidents, labour conflicts, delayed or defect supply of the necessary raw materials, semi-finished or finished products, the rejection of important work pieces, official measures or omissions and natural events. The same applies if a sub-contractor is threatened by these conditions and as a consequence cannot meet the contractual obligations.

#### 13. Partial invalidity

If one or more of these provisions, as well as the affected other agreements, are fully or partially invalid or unenforceable, or if they lose their validity or enforceability later, the validity of the remaining provisions is not affected.

The invalid provision shall than be replaced by the contract parties in such a way that the new provision comes as close as possible to the purpose of the invalid provision.

#### 14. Place of jurisdiction and applicable law

The place of jurisdiction for disputes is exclusively the registered office of Saxonia-Franke. Saxonia-Franke is, however, permitted to also prosecute the buyer at its registered office.

Provided a main contract or these delivery conditions do not contain a deviating provision, the legal relationship between Saxonia-Franke and the buyer is subject to material Swiss law to the exclusion of the law of conflicts and the UN Convention on Contracts for the International Sale of Goods.

If differences arise between the German version of these general conditions of sale and delivery and another language version, the original German text shall have validity.