

General conditions of sale

Furrer+Frey

1. Scope of application

These General Conditions of Sale (called "GCS" below) of Furrer+Frey AG (called "F+F" below) apply for all material deliveries of F+F. Special conditions apply for construction management, engineering, the provision of installation staff as well as equipment hire. Other terms and conditions of the purchaser (called "Customer" below) are only valid if they have been explicitly accepted in writing by F+F.

2. Conclusion of the contract by order confirmation

The Customer will send the purchase order to F+F. The contract shall be concluded with the written confirmation of the purchase order by F+F. These GCS shall become a component of the contract when the contract is concluded.

If F+F responds to a Customer purchase order with a different delivery offer, the Customer must reject this within five days or, for products containing copper and/or aluminium, within two days, in writing, otherwise the changed offer will be deemed approved.

3. Sales documents

The technical descriptions provided by F+F are not binding, unless otherwise agreed in writing.

Installation instructions are not automatically included in the material order as such. In particular, installation instructions or assembly documents must be ordered by a separate engineer order.

4. Prices

Unless otherwise agreed, the prices are in Swiss Francs, excluding VAT, ex stock (Gwatt) and without packaging and transport costs.

The prices for copper are based on the LME copper price. Price determination is always based on the LME copper price on the day after the order has been confirmed by the sub-supplier.

All freight, insurance, approval and notarisation costs shall be borne by the Customer, as well as all taxes, fees, customs and other duties which will become due within the framework of the fulfilment of this contract. If these costs are borne by F+F, they will be charged on to the Customer.

5. Terms of payment

The payment deadline is 30 days net without deductions and excluding off-setting. The deadline runs from invoicing and the agreed payment deadline.

In the event of delayed payment, the Customer is in arrears from the receipt of the reminder by F+F and must pay interest on arrears of 5% p.a.

If the Customer falls into arrears with payment, F+F is entitled to suspend the material delivery until the outstanding amount is settled.

In the event of delayed payment and reasonable doubt in the Customer's ability to pay, F+F is entitled to make all claims from the business relationship due immediately and to make the delivery of material that has not yet been paid for in full dependent on corresponding advance payments.

6. Delivery deadlines/delivery date and consequences of default

F+F shall endeavour to meet agreed delivery deadlines. Compliance with generally binding delivery dates cannot be guaranteed due to the dependency on suppliers of raw materials and other goods. Confirmations regarding delivery deadlines or delivery dates are only binding if they have been confirmed in writing by F+F. In this case, the agreed delivery deadline is deemed to be complied with if the goods are ready for delivery within the deadline at the place of manufacture or storage.

If the delivery deadline cannot be adhered to for one of the following reasons, the delivery deadline shall be extended by an appropriate period of time:

- The Customer fails to comply with its contractual obligations to cooperate;
- Failure to meet the delivery deadline due to a strike, a lockout or other unforeseen events for which F+F is not at fault;
- The Customer demands subsequent changes or additions to the order.

Any impending or recognisable missed deadlines will be reported to the Customer by F+F. In the event of missed deadlines, in particular due to the reasons listed above and if F+F is prevented from making the delivery due to force majeure, the Customer has no rights to compensation for damages or to annulment of the order. This applies in particular in cases of delays in delivery or defective subcontracted supplies of the intended upstream suppliers, industrial action, lack of raw material or energy or significant breakdowns.

7. Packaging, shipment, insurance

Packaging is usually in pallets. Bulky parts will be delivered open or bundled together. Boxes, cartons and special packaging will be charged to the Customer at cost and returns will not be accepted. Bobbins will be made available on loan free of charge for six months. The bobbins must be returned in a condition fit for use and within a deadline of six months from the date of delivery to the address of F+F (Gwatt). A rental fee will be levied after this deadline has expired. The repair costs for damaged bobbins will be charged.

The material shall be transported at the Customer's expense and risk. F+F shall organise transport of the material at its own discretion, special requests by the Customer will be taken into consideration where possible and against payment of costs.

From the point where the material is transferred to the carrier, the insurance is the Customer's responsibility.

8. Retention of title, benefit and risk

F+F will remain the owner of the material until complete payment of the material delivery including all the additional costs incurred in connection with the delivery of the material. As long as all outstanding debts have not been paid, F+F is entitled to register a reservation of title to delivered goods at the cost of the Customer.

Benefit and risk shall be transferred to the Customer at handover to the carrier.

9. Replaceability of products

F+F reserves the right to extend and/or replace products with the same function in the product range. F+F likewise reserves the right to replace products with the same function within a module. The Customer does not have any claims to any component or product from a particular supplier within a module.

10. Warranty and liability claims

F+F shall grant the Customer a warranty against production and material defects of the delivered material for a period of 12 months from the date of delivery.

If the sold material is defective, the Customer must report this in writing within eight working days of receiving the delivery. If hidden defects are discovered after the expiry of this period, which could not be detected during the proper inspection process, these must be reported within five working days after discovery in writing. If no written complaint is made or not made on time, the delivery shall be deemed approved and the Customer will lose any warranty claims.

The Customer's warranty claim does not apply for defects caused by natural wear and tear (in particular for parts subject to wear) or for defects which result from improper usage of the material. F+F will exclude all warranty and liability claims if the Customer or third parties make changes or repairs to the delivered material.

F+F excludes all warranty and liability claims for defects that occur more than six months after delivery.

If a notice of defect proves to be justified, F+F can remedy the defect either by repairing the defective material or by supplying new, flawless goods. Any

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further claims by the Customer, in particular regarding termination of the contract, reduction of the purchase price or compensation for direct or indirect damage is excluded.

11. Return

Ordered and correctly delivered material will only be accepted for return after prior agreement and after deduction of 25% of the invoiced amount. Goods which can no longer be sold (manufactured explicitly for the Customer, custom-made products, material was exposed to weather, etc.) may not be returned.

12. Intellectual property and confidentiality

The Customer undertakes to use expertise, data and information of any type and form, about which it has gained knowledge in connection with the material order, only within the scope of the purpose of the contract and to treat it confidentially. F+F retains intellectual ownership.

13. Data protection

F+F shall comply with the relevant data protection regulations and shall collect, save and use personal data exclusively for processing the contractual relationship.

14. Place of performance, place of jurisdiction, applicable law

Unless otherwise agreed, the place of performance is Gwatt near Thun.

The exclusive place of jurisdiction for all disputes arising from this contract is Bern. Swiss law is exclusively applicable. The Vienna Convention CISG as well as the IPR are explicitly excluded.

15. Code of conduct

F+F's code of conduct contains the basic rules of behaviour and values according to which F+F conducts its business transactions. The Supplier shall recognise the respective valid code of conduct, which is published in the internet at www.furrerfrey.ch.