

## General Sales and Delivery Conditions of GGT Gleitlager AG

### 1. Applicability

- 1.1. These General Terms and Conditions of GGT Gleitlager AG (hereinafter the contractor) are exclusively valid. Divergent general terms and conditions of the client are not applicable. By concluding the main contract or by taking on the duties of the contractor, the parties acknowledge on the one hand the validity of the main contract and, on the other hand, its conclusion under the exclusive applicability of the present general terms and conditions.
- 1.2. These General Terms and Conditions of the contractor shall be approved upon receipt of the order confirmation.
- 1.3. All agreements and legally binding declarations of the contracting parties require the written form in order to be valid. Declarations in text form, which are transmitted by or recorded on electronic media, shall be equal to the written form, subject to the consent of both parties.
- 1.4. If a provision of these terms of delivery should be wholly or partially ineffective, the contracting parties shall replace this provision by a new agreement as close as possible to their legal and economic meaning.

### 2. Duration of the offer

- 2.1. All offers made by the contractor are non-binding.
- 2.2. Except as otherwise provided in written agreements, the offer shall be deemed to have been unconditionally accepted as soon as the contractor starts to fulfill his duties described.
- 2.3. After the receipt of the order (in particular, in writing, by e-mail, by fax or by phone) a revocation of the order by the client is only possible with the full reimbursement of costs.

### 3. Technical Documents

- 3.1. Any necessary technical documents such as drawings, operating plans or samples, treatment and inspection instructions shall be made available for the contractor by the client.
- 3.2. In the case of non-delivery or late delivery of the required technical documentation, the contractor is entitled to discontinue its own contractual services with immediate effect and to grant a reasonable grace period to the client for the delivery of the missing technical documents. In case of the unused deadline, the contractor can withdraw from the contract under full assertion of all damages including the lost profit. In addition, the time of delivery of the contractor is postponed by the period of time which elapses between the originally agreed delivery of the technical documentation and the effective delivery by the client.
- 3.3. The client is fully liable for any damage caused directly or indirectly to errors, incompleteness or inaccuracies of the technical documents.
- 3.4. A liability of the contractor for the conformal execution of the workpieces exists solely and exclusively in cases of intent or gross negligence. In all other cases there is no liability on the part of the contractor.
- 3.5. If the parties agree to the preparation of the technical documentation and / or the provision of engineering services by the contractor, he shall be liable for the technical documentation and / or for the engineering solely and exclusively in case of intent or gross negligence. In all other cases there is no liability of the contractor.
- 3.6. Brochures and catalogs of the contractor are not binding unless otherwise agreed. Information in technical documents is based on the information provided by the material manufacturers and does not represent any assurance of properties.

### 4. Material supplies

- 4.1. If the client delivers the material, he bears the risk for loss and damage of the delivered material as well as the workpieces to be manufactured, adjusted or repaired before and during the fulfillment of the contract.
- 4.2. If the client does not deliver the material at the agreed time, the time of delivery by the contractor shall be postponed by the period of time which elapses between the originally agreed delivery date for the material and its effective delivery by the client.
- 4.3. The client is liable for the contractual conformity of the delivered material. In the case of deviations, such as, for example, the agreed weights and quantities or in the event of any further defects, the client has to deliver contract-compliant material immediately by the time designated by the contractor. The client expressly waives the claim of the late check of the material and the late notice of defects by the contractor. Furthermore the delivery time of the customer is postponed by the period of time that elapses between the originally agreed delivery and the effective subsequent delivery of the material by the client.
- 4.4. In case of default with the delivery of materials according to section 4.2. and / or upon delivery of defective material in accordance with section 4.3. the contractor is additionally entitled to set an appropriate grace period for the delivery of materials and, if the deadline lapses unused, either to withdraw from the contract or to purchase the material from third parties both by fully enforcing all damages and the loss of profit. In this case, the delivery time of the contractor is postponed for the period of time between the originally agreed delivery by the client and the effective delivery by the latter or by the third party.

- 4.5. In the case of selection and purchase of material by the contractor, the latter is solely liable for the case of intent or gross negligence. In all other cases there is no liability of the contractor.

### 5. Execution

- 5.1. The contractor has to carry out the work professionally and according to the instructions and documents of the client. In the case of delivery of faulty or incorrect technical documents pursuant to section 3 and / or faulty material provided by the client in accordance with section 4, the client has to compensate the processing costs of the contractor (in addition with section 3 and 4) caused by the delay or defectiveness.
- 5.2. If the execution of the order is not reasonably possible or impossible because of reasons in the responsibility of the client, the contractor has the right to withdraw from the contract with full assertion of all damage.
- 5.3. Deviations from the agreed execution are only permitted by mutual agreement. Unless otherwise agreed, quantity deviations of +/- 10% are permitted.

### 6. Prices

- 6.1. The prices are net ex works. Packaging, transport, attestations, etc. have to be ordered by the client separately, they are not included in the agreed remuneration according to the main contract and will be charged additionally by the contractor.
- 6.2. All additional costs such as for freight, insurance, export, transit, import and other authorizations as well as (notarial) certifications shall be at the expense of the client. Furthermore the client shall bear all sorts of taxes, duties, charges, customs duties and the like, as well as the related administrative costs incurred in connection with the contract or its performance. If such costs, taxes, etc., are charged to the contractor or his assistants, they must be repaid by the client upon presentation of the relevant documents.
- 6.3. If due to extraordinary changes in the commodity market or costs incurred due to exchange rate fluctuations, the contractor cannot meet the agreed costs, the client will be informed immediately. In this case the contractor is entitled to adjust prices and terms of delivery accordingly.

### 7. Payment conditions

- 7.1. Unless otherwise agreed, payments must be made within thirty (30) days and advance payments must be made no later than ten (10) days after invoicing. If the client does not meet the payment deadlines, the client shall be in default without a reminder from the contractor, whereby a default interest of 6% shall be due from this date on. The payment of default interest does not waive the obligation to make a contractual payment.
- 7.2. If the advance payment is not made on time, the contractor is also entitled to discontinue its own contractual services with immediate effect and to grant the client a reasonable grace period for the payment of the advance payment. In the case of an unused deadline, the client has to fully indemnify and settle all damages of the contractor including lost profit. After the full payment of all damages and loss of profit by the client, the contractor hands over the incomplete work product. If the advance payment is not made on time, the time of delivery by the contractor shall be postponed for the period between the occurrence of the delay in accordance with Number 7.1. and the full payment of the advance payment by the client.

### 8. Retention of title

- 8.1. The workpieces manufactured by the contractor remain property of the contractor until the full payment of the agreed wage by the client.
- 8.2. The client is obliged to support the contractor in measures necessary to protect the property of the contractor. In particular, he authorizes the contractor upon conclusion of the contracts, to register or record the retention of title in public registers, books or the like in accordance with the relevant provincial laws and to fulfill all formalities in this regard, all at the expense of the client.
- 8.3. During the period of retention of title the client will maintain the delivered goods in good condition at his expense and insure them against theft, breakage, fire, water and other risks in favor of the contractor. He will also take all measures to ensure that the property of the contractor is neither compromised nor reversed.

### 9. Deadline

- 9.1. The contractual services of the contractor shall be deemed to be provided and terminated upon notification of the readiness for dispatch of the workpieces to the client. The agreed delivery time is met with notification of readiness for shipment.
- 9.2. The delivery deadline, in addition to the extension deadline according to sections 2.1., 3.2., 3.3., 3.4. and 7.2., is extended, if there are any obstacles beyond the control of the contractor, irrespective of whether they arise with the contractor, with the client or with a third party, provided that the customer has notified the client in due time. Such obstacles include, for example, epidemics, mobilization, war, riots, breakdowns, accidents, labor disputes, late or erroneous delivery of the necessary raw materials, semi-finished or finished goods,

## General Sales and Delivery Conditions of GGT Gleitlager AG

- rejects of important workpieces, official measures, natural phenomena.
- 9.3. In case of non-compliance with the contractually agreed terms and, if applicable, by the extension circumstances in accordance with Sections 2.1., 3.2., 3.3., 3.4., 7.2 and 9.2., the client has neither the right of compensation for damage that he or a third party has or had nor to terminate the contract. Nor can the client assert any contractual penalties or any other claims against the contractor.

### 10. Control and acceptance

- 10.1. For the client the period for examination and complaint is a maximum of ten (10) working days of receipt of the goods. A possible complaint must be made in writing to the contractor and the authorized representative within this period.
- 10.2. The contractor is obliged to remedy any defects which he is responsible for and which are identified within the framework of the timely acceptance, at his own expense or to organize a replacement at his own expense.
- 10.3. For defects that are not recognizable during the examination period of 10 days from receipt of the goods by the client in accordance with section 10.1 ("hidden defects"), the contractor shall be liable for a maximum period of three months from receipt of the goods by the client according to section 10.1. If hidden defects are recognized within this three-month period, they must be reported to the contractor in writing no later than 10 working days after notification of the respective defect. If the contractor is responsible for timely reported hidden defects he is obliged to remedy at his own expense or to organize a replacement at his own expense.
- 10.4. Each further claim of the client and each liability beyond paragraph 10.2. / 10.3. of the contractor due to defects in the workpieces is excluded.

### 11. Packing and transport

- 11.1. If the client issues the order to package the delivery items, the contractor must take care for appropriate packaging, whereby the costs of packaging are charged to the client. The supplied packaging and transport equipment provided by the client must be returned after use.
- 11.2. Transport takes place at the expense and risk of the client. He is also responsible for providing all necessary papers, permits, insurances etc. for the transport.

### 12. Transfer of benefit and risk

- 12.1. Benefit and risk are transferred to the client at the latest upon notification of readiness for shipment.
- 12.2. If the shipment is delayed at the request of the client or for other reasons of which the contractor is not responsible, the risk shall pass to the buyer at the time originally scheduled for delivery ex works. From this point on, the deliveries will be stored and insured at the expense and risk of the customer.

### 13. Warranty

- 13.1. The workpieces delivered by the contractor are deemed to be finally accepted by the client when they are inspected in the factory of the contractor. The deadlines as defined in section 10.2. and 10.3. remain reserved, if any deficiencies are reported in time. The contractor assumes neither a higher liability than described in section 10.2. or 10.3. nor grants any other guarantee for the workpieces.

### 14. Liability

- 14.1. Any liability of the contractor for any damage, whether due to defective or delayed delivery or for any other legal reason, is excluded. The foregoing liabilities are reserved.

### 15. Intellectual property

- 15.1. 15.1. Copyrights or other intellectual property rights created by the contractor with the technical documents or workpieces remain exclusively with the contractor.

### 16. Export Control

- 16.1. The client acknowledges that the deliveries may be subject to Swiss and / or foreign legal provisions and regulations on export controls. The deliveries are neither sold, nor rented or otherwise transferred without an export or re-export license nor may be used for other than the agreed purpose. The client undertakes to comply with such provisions and regulations. He acknowledges that these may change and are applicable to the contract in the respectively valid wording.

### 17. Data Protection

- 17.1. When handling data, the contractor adheres to the applicable legislation, in particular data protection law. The contractor collects, stores and processes data only, if this is necessary for the provision of services, for the handling and maintenance of customer relations, namely the guarantee of a high quality service, for the safety of operations and infrastructure as well as for invoicing.
- 17.2. The client agrees that the contractor
- gather information about him / her in connection with the conclusion and execution of the contract or passes on data concerning his payment behavior.
  - may pass on his data to third parties to collect debts.
  - may process his data for marketing purposes, in particular for the need-based design and development of their services and for personalized offers.
- 17.3. The client may restrict or prohibit the use of his data for marketing purposes.
- 17.4. For further contents, please refer to the webpage of the contractor ([www.gleitlager.ch](http://www.gleitlager.ch)). The statements on data protection provided there are an integral part of the present conditions.

### 18. Exclusion of further liability of the contractor

- 18.1. All cases of breach of contract and their legal consequences as well as all claims of the client, regardless on any legal ground, are regulated in these terms and conditions. In the event that claims of the client should arise out of or in connection with the contract or its improper performance, the total amount of these claims is limited to the price paid by the client. On the other hand, all claims that are not named above for damages, reduction, cancellation of the contract or withdrawal from the contract are expressly excluded. The client has no right of any claims regarding the compensation of damages that did not arise on the delivery item itself, such as loss of production, loss of use, loss of orders, recall costs, loss of profit as well as other direct or indirect damages. The liability for the compensation of any claims of third parties, which are asserted against the customer for infringement of intellectual property rights, is excluded. This exclusion of further liability of the supplier does not apply to unlawful intent or gross negligence on the part of the contractor, but it applies to auxiliary persons. Incidentally, this disclaimer of liability does not apply insofar as it conflicts with mandatory law.

### 19. Place of Performance, Jurisdiction and Applicable Law

- 19.1. Place of performance is the domicile of the contractor.
- 19.2. Disputes are in the responsibility of ordinary courts at the headquarters of the contractor.
- 19.3. The legal relationship is subject to Swiss law.

In case of ambiguity between these general sales and delivery conditions and the German version, the German wording is substantial. In any case of ambiguity or disputed interpretation, the version edited in the German language will have legal precedence over the version edited in other languages.

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