

General Purchasing Conditions of Rittmeyer AG

1. Scope

These General Purchasing Conditions (“**GPC**“) apply to all legal relations (offers, contractual negotiations, contracts) between Rittmeyer AG (“**RITTMAYER**“) as the Purchaser and its supplier as the seller (“**SUPPLIER**“) concerning the purchase and delivery of items and IT software (“**DELIVERY ITEMS**“).

These GPC constitute an integral part of the legal relations between RITTMAYER and the SUPPLIER and in particular of the purchase and delivery contracts, except where explicitly otherwise agreed. Any conditions deviating from these GPC shall become legally binding only if they are expressly offered by RITTMAYER or expressly accepted by RITTMAYER in writing.

If orders are placed under a master agreement (master work contract or other master agreement), these GPC shall apply to every order placed thereunder.

Upon the acceptance of an order from RITTMAYER, the SUPPLIER confirms, accepts and agrees that the sale and the delivery of DELIVERY ITEMS are governed by these GPC. Any deviations must be in writing. RITTMAYER reserves the right to amend these GPC at any time. Amendments shall apply from the time when they are notified to the SUPPLIER for all legal relations established thereafter between RITTMAYER and the SUPPLIER.

If the SUPPLIER transfers the production, packaging and/or supply of the DELIVERY ITEMS to a third party in whole or in part (e.g. subsupplier, subcontractor etc.), the SUPPLIER is obliged to also impose these GPC, particularly the obligations contained therein, on the third party.

Subject to the explicit written approval of RITTMAYER the general terms of business and other contractual documents of the SUPPLIER are explicitly contracted out and excluded. This shall apply even if general terms of business or other documents of the SUPPLIER have been incorporated into an offer or an order confirmation of the SUPPLIER or have been notified to RITTMAYER in any other manner.

If DELIVERY ITEMS are to be installed as a component of an existing or new plant at final customers of RITTMAYER (“**PLANT COMPONENTS**“), the provisions of Nos. 22 – 32 apply in addition to the remaining provisions of these GPC.

2. Conclusion of contract / Form

The SUPPLIER is obliged to confirm orders for DELIVERY ITEMS within three workdays if such a confirmation reflects customary processing and complies with existing agreements.

A contract between RITTMAYER and the SUPPLIER materialises with the approval of RITTMAYER. Approval is

given by means of a written order, written confirmation and/or by signing a written contract.

Declarations in text form that are transferred or recorded by electronic media (emails, text messages or similar) apply as the written declarations of a party. The sender bears the burden of proof that such declarations were received by the recipient and were retrieved by it. Such declarations apply as received at the time when they are retrieved by the recipient.

3. Amendments / Cancellation of an order

After RITTMAYER gives its approval, RITTMAYER is entitled to cancel orders against reimbursement of all the costs incurred by the SUPPLIER for the order until the arrival of the complete delivery of the DELIVERY ITEMS at the place of performance (see No. 9) at the latest. This claim to a reimbursement of the costs shall apply only if the DELIVERY ITEMS cannot be sold or used otherwise by the SUPPLIER. RITTMAYER shall only reimburse those costs of which the SUPPLIER can furnish proof through documentation.

RITTMAYER is entitled to modify or cancel orders without any further costs for RITTMAYER for important reasons beyond the control of RITTMAYER. An important reason is especially a cancellation of a customer order for which RITTMAYER is not responsible which is directly related to the order of RITTMAYER with the SUPPLIER.

4. General duties of the Supplier

The SUPPLIER is obliged to produce, pack and/or deliver the DELIVERY ITEMS according to the requirements and specifications forwarded to it by RITTMAYER. The SUPPLIER may only make technical modifications to products/specifications after obtaining the written consent of RITTMAYER.

The SUPPLIER is obliged to supply top quality DELIVERY ITEMS suitable for the agreed purpose of use which comply with the specifications agreed between the parties. Only an identification check and visual inspection for external defects is carried out at RITTMAYER.

The SUPPLIER is obliged to and guarantees that it will comply with the respectively valid legal requirements of Switzerland and the European Union upon implementation of the contract.

5. Calculations, instruction and documentation

In due time before the production or provision of the delivery, the SUPPLIER shall submit all the relevant technical documents to RITTMAYER such as drawings with the principal measurements, material lists, foundation plans, diagrams, test specifications etc. in duplicate in written, binding form for review and com-

ments. The submission to and approval of the documents by RITTMAYER shall not exempt the SUPPLIER from compliance with all contractual obligations.

6. Notification duty in case of modifications to the production method and in the quality

A complete specification of the required quality of the DELIVERY ITEMS by RITTMAYER is not possible in each case, which is why the SUPPLIER must ensure a consistently high standard of quality through the use of the same binding quality label.

The SUPPLIER shall notify RITTMAYER without delay in advance of any planned modification to production methods or to the quality of the DELIVERY ITEMS and accessories. Wherever possible the SUPPLIER shall send a sample made using the modified production method and/or in the modified quality. If the SUPPLIER fails to comply with its notification duty and a deterioration in the quality is determined subsequently, RITTMAYER is entitled to reject the DELIVERY ITEMS and to demand a replacement delivery. If damage has occurred because the deterioration in quality was not duly notified, RITTMAYER has the right to claim damages irrespective of whether the SUPPLIER bears any fault.

7. Dispatch / Packaging

Every consignment of DELIVERY ITEMS shall contain a delivery note showing in particular the order number, quantity, article number, article designation, date of delivery, customer and sender.

RITTMAYER is entitled to return packaging material invoiced by the SUPPLIER to it at the same price. The SUPPLIER shall pay the transport costs for the return.

The SUPPLIER is obliged to take back free of charge packaging material that cannot be easily disposed of in an environmentally friendly manner.

8. Delivery date / Partial deliveries

Delivery dates are binding. The time when the DELIVERY ITEMS are delivered to the place of performance shall be authoritative for determining whether the delivery was made in a timely manner (cf. No. 9).

RITTMAYER reserves the right to store deliveries which arrive more than 7 days before the agreed delivery date at the expense of the SUPPLIER or to return these at its expense.

Any imminent delays in delivery shall be notified to RITTMAYER without delay and by giving reasons. At the same time, the SUPPLIER shall inform RITTMAYER of the measures planned to eliminate the backlog.

In the event of a delay in delivery, the SUPPLIER shall owe a contractual penalty. In the first three weeks of the delay, this shall amount to 0.5% of the agreed contract price exclusive of VAT per week, from the fourth week of delay, 1% of the agreed contract price

exclusive VAT per week. The maximum amount of the contractual penalty shall be 5% of the agreed contract price exclusive of VAT. The payment of the contractual penalty shall not release the SUPPLIER from its duty to comply with the delivery date.

In addition to the claim to the payment of a contractual penalty by the SUPPLIER and after granting an extension of time irrespective of whether the SUPPLIER bears any fault, RITTMAYER shall be entitled to withdraw from the respective contract in whole or in part and to claim damages or to adhere to the respective contract and claim damages instead of performance irrespective of the right of RITTMAYER to insist on further performance instead and claim damage caused by delay.

If a firm deal is agreed in an individual case, RITTMAYER may in the event of unpunctual delivery withdraw from the respective contract in whole or in part and claim damages or adhere to the respective contract and claim damages instead of performance even without granting a time extension irrespective of whether the SUPPLIER bears any fault. However, RITTMAYER is entitled to instead insist on performance of the respective contract irrespective of whether the SUPPLIER bears any fault and to claim damage caused by delay if this is notified to the SUPPLIER within three days after the expiry of the fixed date in writing.

RITTMAYER reserves the right to shift agreed delivery dates. The shifting of the delivery date shall be notified no later than 14 days before the agreed delivery date. The SUPPLIER undertakes to retain or store the delivery for up to six months without any further costs for RITTMAYER. The provisions on invoicing under No. 12 remain applicable.

Subject to the express approval of RITTMAYER, the SUPPLIER is not entitled to make partial deliveries. If this approval has not been given, RITTMAYER is not obliged to accept the delivery.

All the additional costs incurred through a partial delivery, particularly transport costs, shall be borne by the SUPPLIER. The SUPPLIER shall mark a partial delivery agreed in an individual case as such on the delivery note.

If as a result of force majeure – e.g. natural disasters, epidemics, strikes and other disruptions of operations through no fault of one's own that last longer than three weeks – the SUPPLIER cannot perform for a temporary period, each contracting party shall be entitled to withdraw from the respective contract in whole or in part excluding claims for damages, however the SUPPLIER may only do so if it has informed RITTMAYER in writing of the reason for the hindrance and its expected duration within one week of the occurrence of the force majeure.

9. Place of performance, benefits and risks

The delivery of the DELIVERY ITEMS shall be made solely to the delivery address stated in the order ("PLACE OF PERFORMANCE") and on the delivery terms named therein.

The benefits and the risk shall pass to RITTMAYER only once the DELIVERY ITEMS have been handed over at the PLACE OF PERFORMANCE.

Unless the order contains instructions to the contrary, the price shall be deemed "Delivered Duty Paid" (DDP) to RITTMAYER according to the Incoterms 2010. A delivery note must accompany each consignment, stating the number of packages and the order number of RITTMAYER.

10. Original documentation

In cross-border traffic, the SUPPLIER must enclose with the DELIVERY ITEMS the valid proof of preference (movement certificate, certificate of origin on the invoice etc.) required in the country of destination for preferential import customs clearance. In addition, the SUPPLIER is obliged to submit supplier's declarations on proof of origin for DELIVERY ITEMS procured in Switzerland. The expenses incurred in this connection are for the account of the SUPPLIER.

The SUPPLIER is responsible for the correctness and completeness of the information provided on any proof of origin. It is obliged, irrespective of any fault, to compensate RITTMAYER and/or the customers of RITTMAYER for any and all damage (including but not limited to all customs, levies, fees and other additional expenses) incurred because the preferential origin is not accepted by the authorities responsible in the country of destination due to a lack of proof or incorrect proof.

11. Prices

The agreed contract prices are fixed prices exclusive of VAT, which include all expenses of the SUPPLIER arising in connection with the fulfilment of delivery. This includes particularly all the costs of transport, insurance and packaging as well as taxes, customs and levies related to the import of the DELIVERY ITEMS into the country of destination and/or the delivery of the DELIVERY ITEMS.

For a delivery of foreign origin, RITTMAYER reserves the right to adjust the price accordingly if there is any change in the relevant exchange rate.

RITTMAYER shall only bear costs which are expressly named in the order as its obligation.

12. Invoicing / Terms of payment / Set-off

The date of the dispatch of the DELIVERY ITEMS and the order number shall be stated on the invoice, which shall be sent to RITTMAYER directly after the dispatch of the DELIVERY ITEMS.

Unless expressly otherwise agreed, the agreed price shall be due and payable at the PLACE OF PERFORMANCE and after receipt of the invoice within 60 days after due delivery. The time when instructions are given for payment by RITTMAYER shall be authoritative for determining whether payment was made in a timely manner.

If advance payment is agreed in writing in an individual case, RITTMAYER is entitled to demand from the SUPPLIER security in the form of a bank guarantee from a first-class Swiss bank.

Payment of the invoice shall not involve any recognition of the freedom from defects or completeness of the delivery.

The SUPPLIER can only set off counterclaims that are uncontested or have the force of res judicata. It has no rights of retention or other similar rights.

In the event of defective delivery, RITTMAYER is entitled to withhold payment until fulfilment in due form.

13. Controls, inspections, work programmes

RITTMAYER and representatives appointed by RITTMAYER at its discretion shall have free access to the workshops of the SUPPLIER and any sub-suppliers at short notice and shall be given all the information requested, particularly on the status of work and the quality of the material used. Neither the performance of the above-mentioned inspections by RITTMAYER nor the carrying out of acceptance tests shall release the SUPPLIER from its responsibility to comply with its contractual obligations.

The SUPPLIER shall submit to RITTMAYER in due time before commencement of production an orientating work programme and shall keep RITTMAYER up-to-date on the progress of work on a regular basis.

14. Warranty

The SUPPLIER warrants that the DELIVERY ITEMS are free of material and production defects that could impair the functionality or operational efficiency and that the DELIVERY ITEMS meet relevant safety and health requirements and reflect the latest developments in knowledge and technology. The construction shall be executed based on proven principles using the most suitable material to ensure that it serves the purpose required without restriction, guarantees a maximum in operational safety, reduces inspections and repairs to a minimum and these can be executed within the shortest period if necessary.

If the order of RITTMAYER specifies tolerance values, these must be complied with when testing the accuracy class named by RITTMAYER or the highest accuracy class using measuring instruments. The delivery must comply with the applicable legal provisions and pertinent technical regulations and standards in

every respect. In particular, all DELIVERY ITEMS must conform to the German Federal Act and Ordinance on Product Safety (PrSG and PrSV), the Directive on the restriction of the use of certain hazardous substances (2011/65/EC) and the REACH Directive (1907/2006/EC) as amended. The SUPPLIER shall provide all related proof unrequested to RITTMAYER.

The SUPPLIER shall take reasonable measures to identify and ward off dangers involved in the foreseeable use of the DELIVERY ITEMS and ensure that the DELIVERY ITEMS can be traced at any time. If the SUPPLIER determines or has reason to assume that a DELIVERY ITEM might entail a danger to the safety or the health of the user or third party, it must notify RITTMAYER thereof without delay.

In the event of defective delivery RITTMAYER may demand subsequent performance (rectification of defects or subsequent delivery) without prejudice to further rights and irrespective of whether the SUPPLIER bears any fault. After one unsuccessful attempt at subsequent performance, this shall be deemed failed. After failed subsequent performance, RITTMAYER may, at its option, either claim a reduction of the purchase price or withdraw from the respective contract irrespective of whether the SUPPLIER bears any fault. If damage has occurred on account of a defect, RITTMAYER also has the right in each case to claim damages irrespective of whether the SUPPLIER bears any fault.

The limitation period for claims based on defective delivery is five years ("**WARRANTY PERIOD**"), beginning upon delivery of the DELIVERY ITEMS to the PLACE OF PERFORMANCE, unless the defects were fraudulently concealed.

Throughout the entire duration of the **WARRANTY PERIOD**, RITTMAYER is entitled to assert claims based on defects in the DELIVERY ITEMS. The obligations to immediately inspect the DELIVERY ITEMS and notify any defects in accordance with Art. 201 and Art. 367 of the Swiss Code of Obligations are expressly excluded. In case of a rectification of defects or a replacement delivery, the period for the part of the delivery affected begins anew.

In other respects the statutory provisions apply.

15. Indemnification

The SUPPLIER shall fully indemnify RITTMAYER from all third-party claims related to defects in the DELIVERY ITEMS, particularly based on product liability, environmental protection and costs resulting from compliance with reporting obligations pursuant to Art. 8 paragraph 5 of the German Federal Act on Product Safety (PrSG) upon first demand. The SUPPLIER shall take over any legal action in its own name and for its own account in the place of RITTMAYER upon first demand by RITTMAYER. RITTMAYER shall notify the SUPPLIER of claims asserted against RITTMAYER within the meaning of this clause in due time.

16. Marketing in any other manner / Exemption from liability / Product liability

Without the express written approval of RITTMAYER, the SUPPLIER is not entitled to market in any other manner DELIVERY ITEMS ordered by RITTMAYER but not delivered by the SUPPLIER or not accepted by RITTMAYER if these DELIVERY ITEMS bear the company name "RITTMAYER" or company slogans or trademarks of RITTMAYER or were intended to be delivered especially and exclusively to RITTMAYER. This shall apply to possible production surpluses accordingly.

For each violation of the obligations above – excluding the continuation of an offence – the SUPPLIER is obliged to pay a contractual penalty to RITTMAYER at the three-fold amount of the price agreed for the DELIVERY ITEMS, however at least an amount of CHF 100,000. This is without prejudice to the right of RITTMAYER to assert further claims for damages irrespective of whether the SUPPLIER bears any fault.

Irrespective of any fault, the SUPPLIER is obliged to indemnify RITTMAYER from third-party claims for damages asserted against RITTMAYER, e.g. for non-compliance with statutory or other generally binding regulations if the cause lies within the sphere of control and organisation of the SUPPLIER. Furthermore, the SUPPLIER shall indemnify RITTMAYER irrespective of any fault from all costs, including the expenses entailed in the required recall actions and the expenses of legal action. In addition, statutory provisions apply.

The SUPPLIER is obliged to take out and maintain a product liability insurance with a reasonable minimum sum insured. RITTMAYER is entitled to demand proof of such insurance from the SUPPLIER.

17. Rights of use / Rights of third parties

Upon creation of any property rights at the SUPPLIER or upon acquisition thereof by the SUPPLIER, particularly copyrights and other property rights to DELIVERY ITEMS especially and exclusively produced, packed and/or delivered by the SUPPLIER for RITTMAYER, all the rights of use and exploitation to these property rights shall irrevocably, immediately and exclusively pass to RITTMAYER without limitation in terms of content, place or time.

All the drawings, technical documents, samples and tools handed over to the SUPPLIER and all rights thereto remain the sole property of RITTMAYER. Unless otherwise specified in the order of RITTMAYER, all drawings, samples and tools shall be returned to RITTMAYER with the last delivery. Any reproduction, disclosure to third parties or use for purposes other than for contract implementation vis-à-vis RITTMAYER requires the prior written approval of RITTMAYER.

The SUPPLIER is obliged to produce, pack and/or deliver the DELIVERY ITEMS free of third-party rights, particularly free of copyrights and other third-party property rights which impair and/or bar the achievement of the contrac-

tually agreed purpose. The SUPPLIER shall fully indemnify RITTMAYER in this respect from all third-party claims, including costs of legal defence and/or legal action, for an infringement of property rights based on the utilisation by RITTMAYER of the DELIVERY ITEMS produced, packed and/or delivered by the SUPPLIER.

18. Secrecy / References

The SUPPLIER is obliged to treat as a business secret and thus as strictly confidential all legal relations between RITTMAYER and the SUPPLIER and all related commercial and technical details, all findings resulting from cooperation with RITTMAYER ("INFORMATION"), and all the Information handed over in physical form to RITTMAYER by the SUPPLIER such as technical documents, drawings, plans and other materials ("DOCUMENTS"). Above all, DOCUMENTS may not be copied.

All the DOCUMENTS and any items provided on loan shall be surrendered by the SUPPLIER upon demand at any time by RITTMAYER without delay, however unrequested at the end of the legal relationship at the latest. The SUPPLIER has no right of retention to the Information and items provided to it.

Advertising with the name and/or trademarks of RITTMAYER or any other references are permitted only after obtaining the prior written approval of RITTMAYER.

The SUPPLIER is obliged to conclude agreements corresponding to this No. 18 with its own employees and vicarious agents (e.g. subsuppliers, subcontractors etc.) or impose such obligations on these. The SUPPLIER shall be liable for non-compliance with obligations under this No. 18 by employees or vicarious agents.

19. Social responsibility, environmental protection and anti-corruption

The SUPPLIER undertakes to comply with the respective legal provisions on dealing with employees, environmental protection and occupational safety and to work on reducing the adverse effects of its activities on human beings and the environment. For this purpose, the SUPPLIER shall set up and refine a management system based on ISO 14001 within the range of its possibilities. Furthermore, the SUPPLIER shall observe the principles of the Global Compact Initiative of the UN (<http://www.unglobalcompact.org>) and the International Labour Standards of the ILO (<http://www.ilo.org>). Essentially, this concerns the protection of international human rights, the right to bargain collectively, the abolishment of child and forced labour, the elimination of discrimination in recruitment and employment, the responsibility for the environment and the prevention of corruption.

In particular, the SUPPLIER warrants for its company that the production and processing of the DELIVERY ITEMS is or was conducted without exploitative child labour within the meaning of the ILO Convention No. 182 and without any violation of obligations arising under the implemen-

tation of this convention or under other applicable national or international regulations on the combating of exploitative child labour. Furthermore, the SUPPLIER warrants that its company, its suppliers and their subcontractors have actively taken appropriate measures to prevent exploitative child labour within the meaning of ILO Convention No. 182 for the production and processing of the DELIVERY ITEMS. The SUPPLIER shall oblige its subsuppliers and their subcontractors accordingly and conduct inspections in this connection. RITTMAYER is entitled to check the content of this warranty. Upon request by RITTMAYER, the SUPPLIER shall furnish proof of its measures.

The SUPPLIER shall not use any conflict commodities for the production of the DELIVERY ITEMS. Conflict commodities are for example columbite-tantalite (coltan), cassiterite, gold, wolframite and derivatives thereof from the Democratic Republic of Congo and adjoining countries, defined in detail in Article 1502 Section e Nos. 1 and 4 of the Dodd Frank Act (USA). The SUPPLIER shall take and implement suitable measures to prevent the purchase and the use of conflict commodities. Should the SUPPLIER use columbite-tantalite (coltan), cassiterite, gold, wolframite and derivatives thereof for the production of the DELIVERY ITEMS it shall furnish proof to RITTMAYER each year that it is not violating the prohibition of the use of conflict commodities.

RITTMAYER has undertaken to conduct all transactions without blackmail, bribery and other illegal, unethical or fraudulent acts. The SUPPLIER undertakes to comply with all applicable laws and regulations, particularly with the U.S. Foreign Corrupt Practices Act.

In connection with transactions with RITTMAYER, the SUPPLIER shall not offer any gifts, loans, commission, consideration or other benefits from or for any persons as an incentive nor promise, commission, give, demand or accept any in order to commit any dishonest or illegal act or a breach of contract in order to obtain, keep or broker an order or to obtain any other unreasonable advantage. According to this provision, undue payments are thus also offers, promises and orders for payments at any amount with the aim of accelerating routine services by the authorities. The SUPPLIER is required to introduce appropriate processes for its employees so that these comply with all applicable anti-corruption laws and this clause.

20. Partial invalidity

Should individual provisions of these GPC be regarded as invalid or ineffective by a competent court of arbitration, ordinary court or competent authority, this shall not have any effect on the validity of the remaining provisions and these GPC as a whole. The parties shall endeavour to replace the invalid provision with a valid one which most closely approximates the legal and commercial aim of the invalid provision.

21. Applicable law and place of jurisdiction

All legal relations between the SUPPLIER and RITTMAYER are governed by substantive Swiss law. The UN Convention on Contracts for the International Sale of Goods is not applicable.

The exclusive place of jurisdiction is the registered office of RITTMAYER. However, it is left to the discretion of RITTMAYER to also bring legal action before the competent court at the registered office of the SUPPLIER.

22. Delivery of plant components

If RITTMAYER specifies in an order that PLANT COMPONENTS are to be delivered, the following provisions apply in addition to Nos. 1 – 21 of these GPC.

23. Knowledge of the basics

Without an immediate objection to the order of RITTMAYER the SUPPLIER acknowledges that it knows all the relevant circumstances for the calculation, construction and execution of the delivery of the PLANT COMPONENTS including accessories; this also applies to the creation of software.

24. General obligations of the Supplier

In addition to No. 5 the SUPPLIER shall also obtain all information required by third parties involved in the project in due time and in a binding written form.

If as a result of subsequent changes to the materials planning or to the measurements of the components supplied by the SUPPLIER it becomes necessary to make changes to the constructional part of the plant or to deliveries of RITTMAYER or third parties, all the costs incurred as a result shall be for the account of the SUPPLIER if the changes were made by the SUPPLIER without the written approval of RITTMAYER.

25. Documentation

Unless otherwise specified in the order of RITTMAYER, the SUPPLIER shall provide to RITTMAYER detailed instructions in triplicate for the assembly, dismantling, monitoring, operation and maintenance of the whole delivery at the latest upon delivery of the PLANT COMPONENTS.

At the latest four weeks after definitive acceptance by the final customer according to No. 28 the SUPPLIER shall provide to RITTMAYER three complete and corrected sets of all drawings, diagrams and other documents required to understand the functioning, the operation and the maintenance of the PLANT COMPONENTS and to order spare parts.

26. Delivery dates

The date stated in the order by RITTMAYER for the joint inspection of the PLANT COMPONENTS at the final customer as defined in No. 28 is also considered the delivery date as defined by No. 8. In the event of any delays, the right is also reserved for RITTMAYER to assert claims based on Art. 366 of the Swiss Code of Obligations.

27. Costs of the installation, commissioning and trial operation

Unless otherwise stated in the order of RITTMAYER, the installation, commissioning and trial operation shall be carried out by the SUPPLIER and are included in the price according to No. 11.

Any force account work requires the prior written approval of RITTMAYER and shall be invoiced on a monthly basis through the submission of hourly reports which shall be signed off by RITTMAYER.

28. Inspection, definitive acceptance

As soon as the PLANT COMPONENTS are ready for commissioning, they shall undergo a joint inspection by the SUPPLIER, RITTMAYER and the final customer and a trial operation shall be carried out to furnish proof that they function analogously to Swiss Society of Engineers and Architects SIA 118 (2013), Art. 158. If the inspection and the trial operation are successful, a report shall be issued on the result and signed by the SUPPLIER, RITTMAYER and by the final customer. The signing of the report shall be deemed definitive acceptance of the PLANT COMPONENTS.

If defects become apparent during the joint inspection which are negligible in relation to the whole plant, definitive acceptance shall nevertheless take place upon completion of the joint inspection. The SUPPLIER shall rectify the defects found within a reasonable period which shall be set by RITTMAYER.

If material defects become apparent during the joint inspection, definitive acceptance shall be postponed analogously to SIA 118 (2013) Art. 161.

The SUPPLIER shall furnish proof of compliance with operating regulations at the latest prior to definitive acceptance.

Upon definitive acceptance, the five-year WARRANTY PERIOD begins to run during which RITTMAYER may notify the SUPPLIER of the defectiveness of PLANT COMPONENTS at any time.

After rectification of a defect notified before the expiry of the WARRANTY PERIOD a new definitive acceptance test shall be carried out for the repaired or replaced part at which time the WARRANTY PERIOD for the defect concerned shall begin anew. In case of a larger scale of work, modifications or replacement deliveries which are of fundamental importance for the function of the delivery concerned, the WARRANTY PERIOD for the whole delivery shall begin anew.

29. Transfer of risk and insurance

The benefits and risk pass to RITTMAYER upon definitive acceptance.

The SUPPLIER shall insure the customary transport and storage risks and the assembly risks until definitive acceptance at its expense.

The SUPPLIER shall insure all the persons engaged for assembly, commissioning and trial operations against accidents at its own expense.

30. Warranty

In addition to No. 14 the SUPPLIER shall also assume a warranty for the flawless installation of the PLANT COMPONENTS and shall immediately rectify defects attributable to installation faults, if necessary through a replacement delivery of parts in a different, suitable design.

31. Terms of payment, retained warranty amount

Unless otherwise agreed in writing, payment shall be effected as follows for orders exceeding CHF 100,000:

30% within 30 days after notification of readiness for dispatch

30% within 30 days after the arrival of the PLANT COMPONENTS at the final customer,

30% plus any agreed price increases within 30 days after definitive acceptance.

If definitive acceptance is delayed without any fault on the part of the SUPPLIER, the 3rd instalment shall become due for payment after one year has passed since the due date of the 2nd instalment.

10% retained warranty amount shall be paid after the expiry of the WARRANTY PERIOD and after receipt of the

corrected documentation according to No. 25, last paragraph. No interest shall be paid on the retained warranty amount.

In case of partial deliveries, the first three instalments shall become due and payable on a pro-rata basis upon notification of the readiness for dispatch, arrival of the partial deliveries and definitive acceptance of the partial deliveries.

In case of orders of up to CHF 100,000 the agreed price shall be due for payment within 60 days after definitive acceptance and receipt of the invoice, unless expressly otherwise agreed. The time when instructions are given for payment by RITTMAYER shall be authoritative for determining whether payment was made in a timely manner.

32. Subsequent deliveries, inspections, repairs

The SUPPLIER undertakes to execute any follow-up orders before the expiry of the WARRANTY PERIOD under No. 14 on the same conditions as for the original order and, upon demand by RITTMAYER, to carry out all the required inspections and repairs to the PLANT COMPONENTS not covered by the warranty at reasonable prices.

Baar, September 2017