

GENERAL TERMS AND CONDITIONS of CE cideon engineering Switzerland AG, as at 13 April 2016

1. Conclusion of Contract

- 1.1 CE cideon engineering Switzerland AG (hereinafter referred to as "CE") shall perform its services exclusively in accordance with these General Terms and Conditions (hereinafter referred to as "GTC").

Any deviating undertakings or General Terms and Conditions of the customer shall apply only if they have been notified to CE in advance in accordance with

and CE has expressly agreed to them in writing. If the customer has placed an order for services, referring to their own terms and conditions of purchase or other terms and conditions, for services which CE had previously offered with reference to these terms and conditions, and if CE subsequently performs the services with renewed reference to these terms and conditions and the customer nevertheless accepts services and deliveries from CE, this shall be deemed to constitute the customer's conclusive consent to the incorporation of and the exclusive applicability of these General Terms and Conditions.

- 1.2 Verbal side agreements, any assurances regarding characteristics, and any amendments or additions to the contract shall only be valid if they have been expressly confirmed in writing.

- 1.3 References to technical regulations, standards or similar serve solely to describe the goods. This does not constitute a warranty of characteristics within the meaning of the relevant standards, etc.

2. Scope of Deliveries and Services

- 2.1 The customer entrusts CE with the independent and autonomous execution of planning, design, drawings and calculations within the scope of the respective individual contract. The scope of deliveries and services shall be determined (1) by the mutual written declarations. In the absence of such declarations, (2) the

CE's order confirmation shall define the scope of services or, if no such order is issued (3), the customer's written order. In the event of any inconsistencies, (1) shall take precedence over (2) and (2) over (3).

- 2.2 If, during the execution of an order, the customer requests changes and/or additions to the scope of services as set out in the order confirmation or the order, CE shall be entitled to additional remuneration at its current rates

3. Copyright/Protected Know-how

- 3.1 Insofar as CE and its employees or subcontractors create plans, drawings, computer programmes or other copyright-protected works on behalf of the client, as well as compile files, it is expressly noted that CE reserves the unrestricted copyright or other exploitation rights thereto. The customer shall have no entitlement to the handover of documents, programmes, files, etc., which CE has created or developed in connection with the performance of the contract, in so far as these do not expressly form part of the contractual obligations under the order.

In addition, CE retains protected operational and commercial know-how in relation to the aforementioned items

- 3.2 applies. This applies in particular where data archived as a result of CE's services is transferred to other database software. This copying service constitutes CE's protected technical know-how. The customer is therefore not entitled to transfer such newly created database software to third parties without CE's prior written consent. Third parties also include any subsidiaries of the customer.

Performance

4. CE is entitled to award subcontracts for the provision of the contractual services

- 4.2 Insofar as CE's employees or agents carry out work at the customer's premises, the customer itself shall have no right to issue instructions to them.

- 4.3 CE reserves the right to make product modifications where technically necessary or to implement technical improvements, provided that these are reasonable for the customer in comparison with the subject matter of the order.

5. Prices

- 5.1 Quotations from CE are non-binding and subject to change, unless the quotation is expressly marked as 'binding'.

- Prices are exclusive of the applicable statutory value-added tax, unless this is already specified in the quotation.

6. Terms of Payment

- 6.1 Payments must be made within 14 days of the invoice date, upon receipt of payment by CE, without deduction of any discounts. Insofar as CE's services comprise the supply of goods or standard software, the invoice amount must be paid as a one-off payment, at least in respect of these components of the order. In the case of the provision of services or work, 30 per cent of the amount attributable invoice amount upon confirmation of the order or placement of the order, a further 20 per cent upon commencement of the work, and the remaining payments in accordance with a separate contract.

- 6.2 If, on the basis of a bank's assessment, there are doubts as to the customer's solvency, CE is entitled to demand a bank guarantee or payment in advance

7. Terms of delivery

- 7.1 The delivery of items and the execution of planning work, etc., shall take place at CE's registered office; dispatch shall therefore be at the customer's risk and expense. Insofar as CE is required to provide services or carry out work, CE may determine the place of performance. Should the customer request that work be carried out on its premises, this shall require an express agreement with CE.

- 7.2 The agreement of a fixed date requires explicit specification and written confirmation by CE. Contractually agreed delivery periods shall be extended by a reasonable period in the event of late and/or incorrect supply to CE, as well as in cases of force majeure and where unforeseen obstacles to the performance of CE's obligations arise that are beyond its control. Furthermore, CE's compliance with deadlines is conditional upon the customer providing, free of charge and in good time, all documents, equipment and necessary cooperation required for the performance of the agreed service. To the extent necessary to achieve the desired outcome of the service, the customer is obliged to provide the information relating to its business operations that is required for CE to perform the service.

- 7.3 In the event that a reasonable extension of the delivery period is not reasonable to expect of CE due to the scope of the circumstances referred to in clause 7.2 above, CE shall be entitled, following prior notice, to withdraw from the contract in whole or in part. Claims for damages are mutually excluded in this case.

- 7.4 CE is entitled to make partial deliveries.

8. Installation services

- 8.1 Where installation services form part of CE's scope of work, the customer shall, at its own expense, provide the necessary support staff, required items such as tools and computer time, as well as energy. Furthermore, the customer shall ensure that CE's materials and tools can be stored safely at the installation site.
- 8.2 Before installation work commences, the customer must, without being asked, provide the necessary information regarding the location of existing electricity, gas and water pipes or similar installations, as well as the required structural data.
- 8.3 If installation or commissioning is delayed due to circumstances for which the customer is responsible, the customer shall bear the costs of downtime and overtime, as well as any additional travel expenses incurred by CE's staff.

9. Acceptance, transfer of risk

- 9.1 The customer shall accept the work performed by CE within three weeks of written notification that the work or partial work is ready for acceptance, and shall sign the acceptance report to be drawn up in this regard. Should acceptance not take place for reasons attributable to the customer, the work or part thereof shall be deemed to have been accepted no later than three weeks after notification that the work is ready for acceptance or – if earlier – upon the customer's commencement of use.
- 9.2 In the case of the delivery of goods as well as drawings, plans, etc., the risk shall pass to the customer upon dispatch or collection, or upon the customer's default in acceptance. In the case of works, the same shall apply from the time of acceptance or deemed acceptance.

10. Warranty

- 10.1 CE warrants for a period of 12 months that the goods supplied, the plans, drawings, etc. or the work performed comply with the recognised rules of the art at the time the contract was concluded. This warranty period commences at the time of the transfer of risk.
- 10.2 In the event of justified complaints, CE is obliged to rectify the defect or provide a replacement. CE shall carry out all necessary measures at its discretion necessary, the customer must also allow CE sufficient time and opportunity to carry out such rectification or replacement work at the customer's place of business or production site during normal working hours. If rectification fails repeatedly within a reasonable period, the customer is entitled to demand either a reduction in the agreed remuneration or the rescission of the contract.
- 10.3 CE's warranty is subject to the condition that the customer reports any apparent defects existing at the time of the transfer of risk or acceptance in writing without delay in the case of deliveries, or, in the case of acceptance, notes them in the acceptance report; and reports any hidden defects that only become apparent later immediately upon their discovery.

11. Liability

- 11.1 CE, its legal representatives and vicarious agents shall be liable for breaches of pre-contractual obligations (culpa in contrahendo), breaches of ancillary obligations, delay and impossibility of performance, or on other legal grounds, only in cases of wilful misconduct, gross negligence or breach of material contractual obligations. In the event of delay or impossibility of performance, the customer shall alternatively be entitled to withdraw from the contract after setting a reasonable grace period.
- 11.2 No liability is accepted for data, loss of profit or any other indirect or consequential damages, provided there is no wilful misconduct, gross negligence, breach of essential contractual obligations or failure to fulfil warranted characteristics.

- 11.3 The amount of compensation is limited, except in cases of wilful misconduct and gross negligence, and in particular also in the event of a breach of essential contractual obligations due to simple negligence, to 20 per cent of the order value per claim, up to a maximum of CHF 75,000.00, or, in the case of a series of related claims, to a maximum of CHF 150,000.00.

- 11.4 Liability under the Product Liability Act (PrHG) remains unaffected.

- 11.5 No claims exist beyond the warranty or agreed liability set out in clauses 10 and 11.

12. Right of retention / Assignment of claims

- 12.1 Delivered items, including drawings, planning documents, etc., shall remain the property of CE until all claims to which it is entitled against the customer arising from the business relationship have been satisfied. Pledging or transfer of ownership by way of security is not permitted. In the event of a sale, which is permissible in the ordinary course of business and within the framework of these General Terms and Conditions, the customer hereby assigns to CE its claim against the respective purchaser for payment of the purchase price or remuneration for work performed. Insofar as the value of all security interests exceeds the amount of CE's claims by more than 20 per cent, CE shall, at the customer's request, release a corresponding portion of the security interests.
- 12.2 CE shall not disclose this assignment to the customer's clients unless the customer is in default of payment. The customer shall remain entitled to collect the assigned claims. In the event of default, however, CE shall be free to notify the customer's clients of the assignment and to collect the claims itself. For this purpose, the customer shall provide CE with all necessary information regarding the claims, in particular concerning the client, the status of the claim and any conditions precedent to the claim, and shall furnish the necessary documents.

13. Right of retention / Assignment of claims

- 13.1 The contracting parties mutually undertake not to make the documents and information provided within the framework of the contractual relationship available to third parties without the consent of the other contracting party, unless such third parties have been lawfully entrusted with the performance of deliveries or services. This confidentiality agreement shall not apply insofar as the documents and information provided are already in the public domain or can be subsequently proven to have been disclosed to the other party by a third party without breach of this confidentiality obligation. In the latter case, the other party must be informed of this immediately in writing. The customer undertakes to ensure that its employees and any agents are bound by this confidentiality agreement.

14. Miscellaneous

- 14.1 CE is entitled to include the customer's name and address in a list of references.
- 14.2 The customer is not permitted to set off claims against this contract or to exercise a right of retention, unless the claims are undisputed or have been established by a final and binding court judgement.
- 14.3 Any amendments or additions to the subject matter of the contract and these General Terms and Conditions must be in writing to be valid. This also applies to the validity of any waiver of the written form requirement in individual cases.
- 14.4 The invalidity of one or more provisions of these General Terms and Conditions shall not affect the validity of the remaining provisions. The parties shall endeavour to replace an invalid provision with one that comes as close as possible to the economic purpose achieved by the invalid provision.

14.5 The place of performance for all mutual claims arising from the contractual relationship is the registered office of CE cideon engineering Schweiz AG, unless otherwise agreed.

14.6 Swiss law shall apply. The application of the UNCITRAL Convention is excluded.

The place of jurisdiction for all claims arising from the contractual relationship is the registered office of CE cideon engineering Schweiz AG in Basel, ***