

11.12.2019

## General conditions of contract for the supply of machinery

### 1. General

These general conditions of Precitrame Machines SA (hereinafter "**PTM**") shall supplement (but shall not substitute) the general conditions of contract for the supply of plant and machinery from Swissmem (hereinafter "**GCC Swissmem**"), the latter being part of these general conditions and as such attached to these general conditions. Should a provision of these general conditions be in contradiction to the GCC Swissmem, these general conditions shall be binding. The Swissmem conditions of contract can be found under the following link: <http://www.precitrame.com/gcc>

The quotation and this conditions collectively comprise an offer (hereinafter "**Offer**").

The Offer is only binding on PTM if the customer accepts the Offer within 90 days (hereinafter "**Acceptance Period**"). Any modification or supplement made by the customer to the Offer of PTM shall not be binding on PTM, unless PTM grants its consent to such modification or supplement in writing. The contract (hereinafter "**Contract**") shall be created upon receipt of acceptance of the Offer of PTM, which is timely issued by the customer (hereinafter "**Acceptance**"). Any acceptance after the Acceptance Period is nonbinding on PTM and shall be deemed as a new offer of the customer.

Should the customer place an order inconsistent with the Offer, it shall be deemed that the Offer of PTM is rejected and new offer is made by the customer. A contract shall only be created, provided that PTM issues a written acknowledgement stating its acceptance of the customer's order (hereinafter the "**Order acknowledgement**").

All agreements and legally relevant declarations of the parties to the contract must be in writing in order to be valid.

Should a provision of the Offer prove to be wholly or partly invalid, the parties to the contract shall jointly seek an arrangement having a legal and economic effect which will be as similar as possible to the invalid provision.

Should the contractual documents be established in multiple languages, only the French version shall be binding. This provision applies also to the Offer, which is a translation of the French version and as such shall not be binding.

### 2. Scope of supplies and services

The customer shall provide PTM with the performance characteristics for the machinery object of the contract. The customer shall in before verify that these performance characteristics are conforming to his requirements.

PTM's supplies and services are exhaustively specified in the Order acknowledgement or the Offer.

### 3. Technical documents

Unless otherwise agreed upon, brochures and catalogues are not binding. Data provided for in technical documents are only binding in so far as having been expressly stipulated as such.

### 4. Prices

Unless otherwise agreed upon, all prices shall be deemed to be net ex works, excluding any and all taxes, duties, tariffs, fees and similar assessments, costs for packaging, labeling and shipping materials, transportation and insurance, and all related costs and expenses incurred by PTM in connection with the performance of its obligations under the Contract, in freely available Swiss francs (CHF) without any deduction whatsoever.

### 5. Term of payment

Unless otherwise agreed upon, the price shall be paid in the following installments:

- 5.1 40 % as advance payment according to the GCC Swissmem within ten days after issuance of the Order acknowledgement by PTM or issuance of acceptance of PTM's Offer by the customer,
- 5.2 40% within 45 days after the performance of the pre-taking-over according to paragraph 7.1. hereafter,
- 5.3 20% within 0 days after the performance of the final taking-over.

### 6. Delivery term

#### Upon request and discussion

Unless otherwise agreed upon, the specified delivery is the term of pre – acceptance at PTM SA factory site in Switzerland

### 7. Withdrawal and extension of delivery

Should the customer after reception of the Order acknowledgement or issuance of acceptance of PTM's Offer, but before the performance of the pre-taking-over withdraw from the contract, the customer shall indemnify PTM as follows:

Weeks <sup>1</sup>	Amount <sup>2</sup>
> 16	30%
>8 ≤ 16	70%
≤ 8	90%

<sup>1</sup> Number of remaining weeks before delivery time at reception of the customer's withdrawal.

<sup>2</sup> Percentage of the price according to the Order acknowledgement.

Should the customer extend the delivery time, the customer shall indemnify PTM as follows:

1% of the price<sup>1</sup> / extended week however, limited to 10%.

<sup>1</sup> Price according to the Order acknowledgement or acceptance of PTM's Offer

PTM shall be entitled to claim further compensatory damages.

## 8. Inspection and taking over of the supplies and services

As far as being normal practice, PTM shall inspect the supplies and services according to the GCC Swissmem before the performance of the taking-over procedure.

The taking-over procedure consists in a pre-taking-over and a final taking-over both as part of the taking-over procedure according to the GCC Swissmem. In the absence of a special agreement the following shall apply:

### 8.1 Pre-taking-over

The pre-taking-over shall be carried out at PTM's registered office.

A pre-taking-over report shall be prepared which shall be signed by both the customer and PTM. Such report shall state that the pre-taking-over has taken place and the supplies and services can be delivered.

The content of the pre-taking-over is exhaustively specified in the Order acknowledgement.

### 8.2 Final taking-over

The final taking-over shall be carried out at the customer's registered office. A final taking-over report shall be prepared which shall be signed by both the customer and PTM. Such report shall state that the final taking-over has taken place.

The content of the final taking-over is exhaustively specified in the Order acknowledgement.

## 9. Guarantee, liability for defects

PTM is only liable for the supplies and services which have been expressly stated in the Order acknowledgement. In addition, the GCC Swissmem shall apply.

## 10. Intellectual property rights, exclusivity

Unless otherwise agreed upon, the contract doesn't grant any exclusivity right to the customer with respect to the supplies and services. PTM shall be expressly allowed to provide third parties with the same supplies and services.

## 11. Taxes

The customer shall be responsible for all taxes, duties, fees, or other charges of any nature (including, but not limited to, consumption, gross receipts, import, property, sales, stamp, turnover, use, or value-added taxes, and all items of withholding, deficiency, penalty, addition to tax, interest, or assessment related thereto, imposed by any governmental authority on PTM or the customer in relation to the Contract or the performance of or payment for goods and/or services under the Contract (hereinafter "**Taxes**"). If the customer deducts or withholds any Taxes, the customer shall pay additional amounts so that PTM receives the full price without reduction for any Taxes. The customer shall remit any such Taxes to the applicable governmental authority, and/or to file any return, form or information statement that may be required to be filed by or with any governmental authority. The customer shall provide to PTM, within one month of payment, official receipts from the applicable governmental authority for deducted or withheld Taxes.

## 12. Jurisdiction and applicable law

Any dispute, controversy or claim arising out of, or in relation to, the Contract, including the validity, invalidity, breach, or termination thereof, shall be resolved by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers' Arbitration Institution in force on the date on which the Notice of Arbitration is submitted in accordance with these Rules. The number of arbitrators shall be one. The seat of the arbitration shall be Zurich. The arbitral proceedings shall be conducted in English.

The contract shall be governed by Swiss substantive law.