

## GWF General Terms and Conditions International Sales

### 1. General/formation of contract

These General Terms and Conditions apply for use in the case of

- a natural or legal person or a partnership with legal capacity who, in making the contract, is carrying out commercial or self-employed professional activities (entrepreneur);
- legal entities in public law or a special fund under public law.

All agreements and legally relevant declarations shall only be valid when made in writing. Correspondence by e-mail and fax shall have the same validity as its written equivalent. In addition to the necessity of written form for GWF documents, authorisation can, in the case of quotations and order confirmations, be effected merely by stating the authorised person or authorised department instead of a personal signature and/or electronic certificate (e.g. «GWF MessSysteme AG, Building Technology-Sales»).

The contract shall be made upon receipt of written confirmation from GWF (hereinafter the Seller) that it accepts the Purchaser's order (order confirmation). All subsequent statements from the Seller, unless expressly defined as binding, shall be non-binding and subject to confirmation. Brochures and technical data in particular shall be non-binding and may be subject to alteration without prior notice.

Variant or additional conditions imposed by the Purchaser shall be valid only where these have been expressly accepted in writing by the Seller.

The Seller is not obliged to accept as returns goods that were ordered in error or in excess by the Purchaser. If goods are accepted as a goodwill gesture, 80% of the invoiced amount will be refunded or credited provided the returns are made undamaged and in the original packaging and the goods have not been used.

Changes to orders and cancellations shall only be valid if the Seller has agreed to these in writing. Any costs incurred by the Seller shall be invoiced to the legal entity making the order. Final orders with deadlines, i.e. orders on call, must be completed within the deadline. If the on-call order is not taken up in its entirety within the deadline, the amount remaining will be delivered by the Seller automatically.

### 2. Prices

Unless arranged in writing elsewhere, the prices stated in the order confirmation shall be fixed prices; in all other cases, the price shall be determined according to the current price list at the time of the making of the contract. Postage and packing will be invoiced separately.

The minimum acceptable order value shall be EUR300. In the event an order value falls below EUR300, then an administration fee will be charged in the amount of the difference between EUR300 and the actual order price.

### 3. Delivery conditions

The delivery date shall be determined by the agreements made between the parties, provided that all technical and commercial questions have been cleared, the Seller has itself received the correct deliveries in good time and payment in advance is made in good time in accordance with Section 5 below; the delivery deadline will be extended as appropriate in all other cases. If the delivery deadline is exceeded, the Purchaser shall set the Seller an appropriate extended deadline.

Instances of force majeure, in particular natural disasters, war, terrorism, sabotage, shortages of raw materials or energy, and any business or traffic interruptions beyond the Seller's control, or any constraining government orders or strikes – in each case either for the Seller or for the Seller's own sub-suppliers – shall release the Seller from the obligation to observe the agreed delivery dates and shall suspend any contractual obligations between the parties for the duration of the interruption and to the extent of its effect, and to the extent that the interruption makes completion of the business affected uneconomical for the foreseeable future. This shall also apply when one of the aforementioned instances of force majeure affects the Seller's suppliers and another delivery option is not available or is available only under unacceptable conditions. The start and conclusion of such hindrances shall be communicated by the Seller to the Purchaser as soon as possible. If delays arising from force majeure exceed a period of six weeks, both contractual parties are entitled to terminate the contract in respect of the services concerned.

There is no entitlement to compensation for the consequences of delayed deliveries. Partial or advance deliveries may be carried out without prior arrangement.

Deliveries will be carried out ex works (as defined in Incoterms 2010) from the Seller in Lucerne/Kriens at the Purchaser's expense and risk. The benefit and risk in the goods shall pass to the Purchaser upon provision of the delivery ex works. The delivery shall be carried out at the Purchaser's expense and risk.

In the event of any default by the Purchaser in fulfilling its contractual obligations, the Seller is entitled, after a fixed and appropriate extended deadline period has elapsed with no result, to dispose of the goods and/or to make a delivery to the Purchaser with an appropriately extended deadline and/or to withdraw from the contract and demand compensation for the damages incurred as a result of non-performance of the contract. Damages shall be considered to be 20 percent of the order value, unless further damages can be demonstrated. Damages will be deducted from the payment made. This rule shall also apply in the case of cancellation of the contract where a delivery order is already in production. The Purchaser is entitled to demonstrate that such damages have not been suffered or not to the extent stated.

### 4. Assembly and commission

Assembly, commission and maintenance of the products delivered must be carried out in accordance with the Seller's instructions (assembly and operation instructions) and conform to relevant legal regulations and national norms.

### 5. Payment

As a rule, the Seller will demand payment in advance from the Purchaser and will forward an invoice to the Purchaser with the order confirmation. Advance payment shall be made immediately. The Seller will begin to process the order upon receipt of said payment.

Retention of payment or the offsetting of any potential counter-claims by the Purchaser that are disputed by the Seller is not permitted, unless this has been ordered by a court.

### 6. Guarantee/liability for defects

Unless otherwise agreed in writing, the Purchaser shall inspect the entire delivery for any defects in quality or amount. Any claims in respect of missing items or faulty product quality shall be made in writing to the Seller within 14 days of receipt of the goods. Later claims cannot be considered, i.e. after this point, the goods shall be deemed delivered under the terms of the contract.

In the event of defects which only become apparent after the deadline stated above, a guarantee deadline of one year shall apply, calculated from the day of transfer of risk. All claims shall expire after this period. The Purchaser shall immediately notify the Seller in writing of any defect, otherwise any claim shall be forfeit. The Purchaser is entitled to require the Seller to correct any non-performance of the contract at no cost by carrying out repairs or providing a replacement delivery, at the Seller's discretion.

If the subsequent attempt to perform the contract should fail, the Purchaser shall at its absolute discretion be entitled to demand a reduction in the amount paid (reduction) or cancellation of the contract (termination). Where the non-performance of the contract is minor, and especially in the case of minor faults, the Purchaser shall, however, not be entitled to withdraw from the contract.

Any other claims under guarantee are hereby expressly excluded.

No guarantee is offered where the Seller is not liable for the defects that have been identified, such as where these have been caused by normal wear and tear, through alterations, insufficient maintenance, inappropriate use, through failure to observe regulations or by inappropriate repairs.

The Seller shall be liable for damages not occurring to the goods delivered, regardless of their legal basis, only in the case of wilful intent or gross negligence by its organs or managers; in the event of culpable loss of life, physical injury or damage to health; in the case of defects that have been maliciously concealed or whose absence the Seller has guaranteed; or for defects in the goods insofar as a liability exists under the Product Liability Act (Produkthaftungsgesetz) for personal injury or damage to property for privately used items.

In the event of culpable breach of material contractual obligations, the Seller shall also be liable in the case of gross negligence by non-management staff and minor negligence; in the latter case this shall be limited to reasonably foreseeable, direct, average damages typical for the contract in question. The Seller shall not be liable in the case of minor negligence of non-material contractual obligations. All other claims are excluded.

All claims in excess of the provisions above are excluded.

### 7. Software

If the delivery includes software, the Seller grants the Purchaser a non-exclusive right to use the software, including its accompanying documentation (licence). This right is not transferable. Sub-licences may not be granted. Use of the software on more than one system is not permitted. The Purchaser may make copies of the software only for back-up purposes and where this is necessary for use of the software in accordance with the contract. With the exception of those rights explicitly listed here and usage rights expressly granted by law, the Purchaser has no rights to the software or the documentation. In particular, the Purchaser is not entitled – with the exception of the provisions of Art. 21 of the Copyright Act (Urheberrechtsgesetz) – to decompile or process the software without the permission of the Seller. We refer to Section 6 above in respect of the guarantee, warranty and any liability; these provisions shall also apply to the software.

### 8. Property/intellectual property

The Seller retains title and copyright to drawings, samples, advertising documents and other documents. These may not be made accessible to unauthorised third parties and must be returned to the Seller upon request. This also applies to publications, documents and software downloads, etc. of any kind on the Seller's homepage.

### 9. Place of performance and place of jurisdiction

All legal relationships between Seller and Purchaser shall be bound by Swiss law and shall exclude the United Nations Convention on the Contracts for the International Sale of Goods. The place of performance and place of jurisdiction is Lucerne, Switzerland. The Seller is however also entitled to initiate proceedings in the place of domicile of the Purchaser.

### 10. Binding original text. Severability clause

Should differences become apparent between the German and foreign-language versions of these conditions, the original German text shall be definitive. If one or several of the clauses of these conditions is/are determined to be invalid or should become invalid, the validity of the remaining clauses shall be unaffected by this and the remaining portion of the Terms and Conditions shall continue to apply as intended.