

GENERAL TERMS AND CONDITIONS OF DELIVERY OF GINOVA AG

1. Scope, offer and contract conclusion

Ginova declares to this General Terms and Conditions of Delivery to be binding in all offers and purchase order confirmations. Deviating definitions contained in purchase order confirmations, ie. Incoterms, shall take precedence. The customers general terms and conditions of delivery will not be adopted by Ginova in any case; this includes the customer declaring them to be applicable in his purchase order. **If the customer fails to contradict Ginova's purchase order confirmation within five business days, he shall waive the application of his own general terms and conditions of delivery in favor of Ginova's;** otherwise no agreement shall materialize.

An agreement shall only materialize if Ginova sends a written purchase order confirmation to the customer or if the customer accepts a time-limited offer of Ginova's during the acceptance period without change in writing. Offers from Ginova without any expiration date shall not be binding.

2. Scope of deliveries and services

The deliveries and services are stated entirely in the purchase order confirmation or the time-limited offer from Ginova, including any references to attachments.

3. Plans and technical documents

Information from Ginova in brochures and catalogues shall not be binding. Information in technical documents shall be binding inasmuch as it is expressly guaranteed in the purchase order confirmation or the time-limited offer by Ginova. Furthermore, it shall constitute approximate values and Ginova shall reserve the right to change it. The copyrights of Ginova to the technical documents remain reserved.

4. Pricing

All prices shall be net excluding value added tax, ex works, without packaging or any deductions. The client shall bear all secondary costs (packaging, freight, insurance, fees for export, execution, import and other authorisations and documentation, customs and all other duties).

Ginova reserves the right to adjust prices proportionately if salary rates or materials prices change between concluding the agreement and fulfilment. Ginova shall be entitled to adjust the price appropriately if the delivery deadline is subsequently extended for reason that are not Ginova's responsibility or if the documents provided by the customer did not correspond to the actual circumstances or were incomplete.

5. Payment terms, waiver of objection of non-fulfilment and invoicing

All payments must be received at Ginova as invoiced (without customer changes such as discounts, fees, duties, customs etc.). The maturity and amount of partial payments shall be determined by the purchase order confirmation or the time-limited offer from Ginova. If the payment due date is missing from the PO confirmation, the invoice will be due 30 days after invoicing.

If full payment has not been received by the due date the customer shall owe Ginova, without any reminder default interest in the amount of 4% above the relevant bank rate of the Swiss National Bank.

Delivery delays that are out of control of Ginova as well as other counter claims of the customer of any kind, does not authorize the customer to retain the payment in full or in part or to refuse it.

6. Ownership / insurance obligation

Ginova shall remain the owner of the entire delivery until the invoice is paid in full. The customer will insure that the delivered goods will remain in perfect condition until the invoice is paid in full.

7. Delivery deadline

The delivery deadline shall begin 5 days after the PO confirmation has been sent and all formalities obtained, agreed down payments and security payments received and the major technical points have been rectified. The delivery deadline shall be deemed to be observed if the delivery readiness message if applicable is sent to the customer before it expires.

At Ginova's prerogative the delivery deadline may be extended if:

- Ginova does not receive the required information needed for the fulfilment of the agreement in time or if the customer changes it, subsequently causing a delay to the deliveries and services;
- obstacles of any kind arise that Ginova cannot prevent despite applying the applicable care, in particular epidemics, war, insurrection, disruptions, accidents, work conflicts, late or erroneous supply of the necessary raw materials, semi- or finished products, official measures or non-actions and natural disasters;
- the customer is in default with its preparation actions or in the fulfilment of its contractual obligations, in particular if it fails to observe the payment terms.

The customer shall be authorised to claim a default compensation for late deliveries inasmuch as a late delivery is proven to have been caused by Ginova and it can prove a loss as a result of this delay. The default compensation shall be no more than 0.5% per every full week of delay, but no more than a total of 5%, calculated on the price of the delayed part of the delivery. The first two weeks of the delay shall not give rise to any entitlement to a default compensation. If the maximum of the default compensation has been reached, the customer may grant Ginova an appropriate period of grace in writing. If Ginova fails to meet this period of grace as a matter of its responsibility, the customer shall be entitled to refuse acceptance of the delayed part of the delivery.

Due to late supply of the deliveries or services, the customer shall have no right and claims with the exception of those expressly noted in the above paragraph. This restriction shall not apply for unlawful intent or gross negligence on the part of Ginova, but it shall also apply for unlawful intent or gross negligence of vicarious agents.

8. Transfer of use and perils, place of performance

Use and peril shall be transferred to the customer on the delivery leaving the works at the latest, even if Ginova assumes the forwarding. If the departure of the delivery is delayed for reasons that are the customer's responsibility, the goods shall be stored at the risk and cost of the customer.

The place of performance is Port.

9. Inspection and acceptance of the deliveries and services, complaints for faults

The customer shall inspect the deliveries and services within 10 days of receipt of the goods optically and with methods with which the existence of the required and assured properties can be identified and to immediately report to Ginova any faults. Assured properties shall only be such that are labelled as such in the specifications. If the client fails to complain, the deliveries and services shall be deemed to have been accepted. Ginova undertakes to rectify any faults as soon as possible.

10. Warranty, disclaimer

Ginova shall guarantee the customer over 12 months from the notification of the readiness for shipment the functionality of the deliveries and services. For replaced or repaired parts, the deadline shall restart from replacement or conclusion of the repair. The warranty shall become void early if the customer or third parties make modifications or repairs to the deliveries and services without prior approval from Ginova. Excluded from the warranty shall be damage as a result of normal wear and tear, faulty maintenance, failure to observe the operating regulations, incorrect operation, excessive use, chemical or electrolytic influences, water, corrosion, erosion and the like.

Ginova undertakes to rectify or replace all parts of the deliveries, for which a warranty obligation exists under the above paragraph, as quickly as possible at its discretion until the expiry of the warranty period on written request.

The rectification shall be made at the head office of Ginova. The customer shall bear the transport costs. If the rectification needs to be made at the site of the goods, the customer shall bear the travel costs as well as any fees of Ginova and it shall remunerate Ginova for the time required for the journey.

Due to faults of any kind to the deliveries or services, the customer shall have no rights and claims with the exception of those expressly mentioned under this and the above items. In particular, claims to compensation, reduction or withdrawal from the agreement shall be ruled out. In no event shall claims of the customer exist to compensation of loss, which did not occur on the object of delivery itself, such as production downtime, usage losses, loss of orders, lost profit as well as other direct or indirect losses. These restrictions shall not apply for unlawful intent or gross negligence on the part of Ginova, but they shall also apply for unlawful intent or gross negligence of vicarious agents.

11. Applicable law and jurisdiction

The legal relationship between Ginova and the customer shall be subject to Swiss law. The application of the Viennese purchase right shall be ruled out.

The jurisdiction shall be Biel, Ginova shall be entitled to also address the court at the registered office of the customer at its discretion.