

## General Terms and Conditions of Trade (GTCT), Edition January 2016

### 1. Scope

This GTCT apply to all sales, deliveries, invoices and projects from Anatec AG (Anatec). Terms or conditions that conflict with or contradict this GTCT will neither change nor add to this GTCT without written approval of Anatec.

### 2. Quotations

Written quotations of Anatec are valid for 10 days or as otherwise stated in the quotation. Verbal quotations of Anatec are non-binding price indications.

All quotations of Anatec are confidential and may only be disclosed to persons involved in the processing of these quotations. Anatec reserves the right to property and the copyright for all drawings, drafts, schematics and quotations. If the corresponding orders are not placed, these documents shall be returned to Anatec upon request.

### 3. Prices, Formal Contract

All quoted prices are net prices and effective from Zug, and do not include taxes, fees for packaging and insurance, as well as shipping charges. All prices on price lists and brochures are non-binding.

The acceptance and processing of orders may be made conditional on a guarantee or payment in advance. Every order is accepted only after clarifying all items and with the written order confirmation of Anatec. While processing the order Anatec reserves the right to adjust the price in case of price increases, additional taxes, increased duties or high currency fluctuations.

### 4. Payment Terms, Reservation of Proprietary Rights

All invoices of Anatec are to be paid within 30 days from the date of invoice unless other payment terms have been agreed.

The retention of payments or the accounting of receivables as a result of any counterclaims, which have not been recognized by Anatec, is not permitted.

Anatec reserves the proprietary rights until the full payment of the amount invoiced.

### 5. Time of Delivery

Anatec will always endeavour to respect the stated and carefully calculated delivery times even at occurrence of any unforeseeable difficulties, but Anatec cannot accept any warranty. This applies in particular to cases of force majeure. In the event of force majeure Anatec is relieved of all obligations. Considered force majeure are war, criminal acts, strikes, natural phenomenon, natural disasters, epidemics, major damage to facilities belonging to Anatec or to the suppliers of Anatec, material shortages and delays in delivery or transportation.

Compliance with delivery deadlines also presupposes that the customer fulfils its obligations, e.g. releasing specifications in a timely manner.

In the instance that the customer does not meet their obligations to Anatec, delivery will be withheld.

Partial deliveries are permitted. The customer is obliged to accept such supplies and to pay for the delivered products. The delayed delivery of a portion of an order does not entitle the customer to cancel other deliveries.

## 6. Delivery, Title, Inspection of Delivery

All deliveries by Anatec are EXW according to the INCOTERMS 2010. Title shall pass to Customer upon delivery of the products to the carrier. The selection of the carrier is performed by Anatec unless specified by the customer.

The delivery must be checked immediately after arrival at the destination by the customer and any defects must be reported within 5 working days in writing, otherwise the delivery is considered approved.

In the event of breakage or damage in transit, the customer has to report immediately to the carrier. This includes circumstances where there is no external damage to the packaging of the goods. Claims for compensation are to be made immediately with the carrier.

## 7. Warranty, Liability, Product Return

The guarantee of Anatec extends within 12 months from delivery to errors, provided that these have proven their origin in bad material or faulty fabrication.

The liability of Anatec is limited, at the option of Anatec, to replacement of the defective products or to refunding of the invoice value of the products that haven't been replaced. The right to conversion or reduction is excluded. Any further warranty, especially the liability for costs of disassembly or reassembly as well as for any damage caused directly or indirectly by the delivered goods themselves, their use or their defects will be rejected.

Modifications or repairs that are made without the written approval of Anatec as well as the non-conformance with the applicable operating conditions for these products, supersede the obligation for warranty of Anatec.

To exercise the warranty defective products must be returned to Anatec or delivered to their domicile with a written description of the failure including a return form and a copy of the invoice. Returns deviating from these conditions will not be processed.

## 8. Restriction of Use

Customer shall comply with the manufacturer's or supplier's Product specifications. Products are not authorized for use in critical safety or other applications where a failure may reasonably be expected to result in personal injury, loss of life, or serious property damage. Customer acknowledges that such use of the products is at Customer's sole risk.

## 9. Resale, Export Control

All products delivered by Anatec are intended to remain in the country of delivery agreed with the customer. The resale or other use of the products and their related technology and documentation are subject to any possible supply constraints of the manufacturer and the state export and/or import regulations. The customer is responsible for apprising themselves of such restrictions and regulations, to respect them and if necessary to apply for appropriate export, re-export or import licenses.

## 10. Place of Jurisdiction

Only Swiss law is applicable for all legal disputes. Place of jurisdiction is Zug.

Anatec will always endeavour to solve possible disputes with their customers amicably and by mutual agreement.