

WEIDMANN

GENERAL CONDITIONS OF SALE AND DELIVERY

1 Time of conclusion of the contract and scope of the contract

A contract for the delivery of products and services of Weidmann Electrical Technology AG (hereinafter referred to as WEIDMANN) comes into existence only with the written order confirmation from WEIDMANN. The order confirmation from WEIDMANN alone is the decisive factor for the content of the contract, including the enclosed application and operating instructions as well as the technical datasheets. When inviting WEIDMANN to submit a quotation, the CUSTOMER must notify WEIDMANN in writing of all the applicable specifications, regulations and standards required to undertake delivery and provide the other services.

2 Delivery date

The decisive date is the date in accordance with the written order confirmation. It will be extended appropriately if the CUSTOMER fails to arrange official formalities or provide securities or if WEIDMANN receives important technical specifications only after the order confirmation. The delivery date is considered to be met if as part of the procedure WEIDMANN has handed over the products that have been ordered on site in accordance with the applicable INCOTERMS (see Section A4 of INCOTERMS 2010).

3 INCOTERMS

Unless there is a different written agreement, deliveries will be undertaken by WEIDMANN to the CUSTOMER in accordance with FCA Origin WEIDMANN premises (INCOTERMS 2010). Special requests regarding packaging, dispatch and insurance are to be notified to WEIDMANN in plenty of time.

4 Delay in delivery

Failure to meet the delivery date by WEIDMANN entitles the CUSTOMER to withdraw only if delivery does not take place after the expiry of an appropriate period of grace set to WEIDMANN. The CUSTOMER is entitled to compensation for losses caused by the delay, insofar as he can provide evidence to WEIDMANN of intent or gross negligence. In the event of force majeure, WEIDMANN is entitled to an appropriate extension of the agreed delivery dates. Force majeure is considered to mean unavoidable events such as natural disasters of any kind, in particular severe weather, earthquakes, floods, volcanic eruptions, but also fire, traffic accidents, hostage-taking, war, unrest, civil war, revolution, terrorism, sabotage, strikes etc. If the force majeure continues for more than six months, the CUSTOMER can withdraw from the corresponding delivery contract. In this case the CUSTOMER is not entitled to compensation.

5 Prices

Unless something to the contrary has been agreed in writing, WEIDMANN's prices are understood to be in Swiss francs and FCA Origin premises Rapperswil (INCOTERMS 2010).

6 Terms of payment

Without a written agreement to the contrary, the payment deadline is 30 days net from the date of the invoice. Offsetting of any counterclaims of the CUSTOMER with accounts receivable of WEIDMANN is ruled out of this contract.

7 Arrears of the CUSTOMER

If the CUSTOMER is in arrears with the payment of the purchase price or a purchase price instalment from a contract, the CUSTOMER will be invoiced for all the consequential charges as well as interest on arrears of 8% as of the due date of the invoice. The CUSTOMER must not withhold payments owing to complaints. In addition, WEIDMANN has the right to retain deliveries from other contracts, which have already been concluded or to withdraw from these contracts.

8 Transfer of risk

The benefits and risk are transferred to the CUSTOMER in accordance with the selected INCOTERMS, unless there is an agreement to the contrary in accordance with FCA Origin (INCOTERMS 2010, Section A5).

WEIDMANN

9 Retention of ownership

Until full payment has been made, the goods remain the property of WEIDMANN. It is entitled to arrange for retention of title for the goods delivered to the CUSTOMER to be entered if applicable in the corresponding register, without any further involvement of the CUSTOMER.

10 Warranty

10.1 Requirement to give notice of defects

The CUSTOMER must check the delivery within 10 days of receipt and notify WEIDMANN in writing immediately of any defects discovered, indicating precisely the circumstances and type of defects being notified.

10.2 Scope of the warranty

WEIDMANN assumes the risk that its products are free of material, design and manufacturing faults. This warranty includes repair or replacement delivery for defective products as selected by WEIDMANN, excluding further statutory options. In the event of a warranty for guaranteed characteristics, the CUSTOMER is entitled to an appropriate reduction in the purchase price or withdrawal from the contract if the defect is so serious that it cannot be corrected within an appropriate period. WEIDMANN is liable for guaranteed characteristics which are expressly described as such in the written order confirmation. WEIDMANN assumes no warranty if the CUSTOMER has undertaken inappropriate changes or repairs to the products delivered, disregards the instructions for use of WEIDMANN or insofar as the damage was caused during transport. **Any further warranty including liability for auxiliary persons is excluded. The regulation in accordance with Art. 199 of the Swiss Code of Obligations remains reserved.**

10.3 Duration

The warranty is for 24 months calculated as of the day of delivery FCA Origin, subject to a shorter period that has been agreed separately. For further details regarding the expiry date of our products please refer to our "Shelf Life Recommendation" (www.weidmann-electrical.com/shelflife). WEIDMANN is not responsible for damage resulting from either faulty usage, storage or alteration of the goods by the purchaser or third parties.

11 Terms and conditions of the CUSTOMER

WEIDMANN recognizes no other terms and conditions than its own. The CUSTOMER expressly waives asserting his own terms and conditions.

12 Amendment

Amendments and deviations from these contractual conditions, cancellation of and withdrawal from contracts as well as amendments to the latter require the express written consent of WEIDMANN for their legal validity.

13 Law to be applied and place of jurisdiction

This contract is subject to Swiss law, with regard to international relationships including the Vienna convention on contracts for the international sale of goods. The place of performance for payments as well as the place of jurisdiction is Rapperswil/SG, Switzerland for both parties. However, WEIDMANN is also entitled to prosecute the CUSTOMER at the latter's registered office.

Rapperswil, 04.04.2019