

TERMS AND CONDITIONS OF PURCHASE

1. General

Supplier accepts the Terms and Conditions of MECOS AG set forth below and in their actual version at any time as governing all current and future contractual relationships between Supplier and MECOS AG with regard to the purchase of goods.

Any modifications of the Terms and Conditions – in particular the validity of the terms and conditions of Supplier – require MECOS AG's express written consent.

2. Order

Orders shall be in writing, only. Oral orders and orders via telephone as well as amendments and modifications must be confirmed in writing by MECOS AG in order to be valid.

Any modifications of the terms and conditions with regard to the order of MECOS AG, including price- and rate reservations, are subject to MECOS AG's prior written consent.

Orders submitted by MECOS AG must be confirmed in writing within five working days after receipt of the order. In the absence of a confirmation within the said time period the order of MECOS AG will be deemed as accepted at the terms and conditions contained therein.

The entire or partial passing on of orders of MECOS AG to third parties is not permissible without MECOS AG's prior written consent.

All extra costs caused by the failure of observing MECOS AG's instructions or by way of delivery not duly executed must be borne by Supplier.

3. Dispatch/delivery

Before dispatch the goods must be examined as to the compliance with the order of MECOS AG. Upon MECOS AG's request Supplier must deliver a certificate of goods documenting the said compliance.

In case of deliveries to a variety of locations MECOS AG must be served with separate notices of dispatch, documents of delivery, delivery notes, certificates of origin, certificates of goods and invoices (in duplicate).

Before dispatch of the relevant goods, notices of dispatch must be received by MECOS AG within two working days before dispatch. Documents of delivery and contingent certificates of goods must be attached to the goods. Invoices (in duplicate) must be received by MECOS AG within 30 working days after dispatch of the relevant goods.

Partial deliveries and pre-deliveries are only permissible with MECOS AG's prior express consent.

The delivery dates which are agreed upon in the order are binding. Supplier is fully liable for compensation for damages if extra costs result from the delayed delivery. If Supplier is to fail to deliver within the delivery period, MECOS AG is entitled to set an extension of time and after the expiration thereof to insist on the contractual performance or to cancel the whole order. Supplier will be held liable for damages.

4. Shipment/packing

In the absence of any written agreement to the contrary, the risk of loss and title with regard to the goods pass to MECOS AG upon delivery to the specified destination/place of performance, or, if there is an obligation to accept delivery, after its accomplishment, respectively.

Delivery clauses must be construed in accordance with the Incoterms of the IHK Paris at its current version subject to a written agreement to the contrary.

Supplier is liable for damages related to the shipment and caused by way of inappropriate dispatch or shipment conditions. Supplier is under the obligation to adequately maintain insurance and coverage against any shipment damages. Additionally, Supplier must produce evidence of such an insurance policy upon MECOS AG's request.

In the absence of any written agreement to the contrary, Supplier must bear all costs related to shipment, all taxes, and administration and custom fees in the delivery and transit countries involved.

Perilous shipment of goods must be packed, labelled and declared for the relevant carrier in compliance with all local laws.

Generally, Supplier shall be responsible for proper packing and delivering the goods. However, MECOS AG reserves the right to give instructions in the order as to packing and delivery. In case of failure to comply with such instructions, Supplier will be held fully liable for the costs and damages resulting there from and must indemnify and hold MECOS AG harmless from any and all liability and loss of any kind.

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5. Notification of defects

Deliveries will be examined by MECOS AG or, if need be, by a representative of MECOS AG in due time and, if possible, before processing. Notifications of defects can be made during the whole term of warranty regardless of the time the examination will be executed. The performance of payments and contingent acceptance tests shall not be deemed to be a waiver of a notification of defects.

6. Warranty

The goods to be delivered by Supplier must conform to the order, that is with regard to specification and composition, issued by MECOS AG.

Supplier's warranty for the standard, quality and capacity for the relevant use of all goods shall remain in effect for a two years period after acceptance at the place of destination.

After submission of the definitive order any modification of composition/specification or of the process of manufacturing of the ordered goods by Supplier is subject to MECOS AG's prior written consent. Accordingly, Supplier is under the obligation to notify MECOS AG forthwith in writing prior to any eventual order.

Within the term of warranty MECOS AG is entitled to claim new goods conforming to the order or improvement. In urgent cases, MECOS AG is entitled to effect the performance at the expense of Supplier without any further delay.

The term of warranty recommences for every single delivery the warranty applies to.

Supplier agrees to indemnify and hold MECOS AG harmless against any liabilities and loss arising out of product liability claims except to the extent that such injury is due solely and directly to MECOS AG's gross negligence or wilful act. Supplier is under the obligation to adequately maintain insurance and coverage against claims based on liability. In addition, Supplier must produce evidence of such an insurance policy upon MECOS AG's request.

7. Invoice and payment

Unless stipulated in writing to the contrary MECOS AG shall pay the proper invoices in the agreed currency 30 days after submission of the said invoices, at the earliest, however, upon delivery or acceptance at the place of destination, respectively.

MECOS AG reserves the right to extend the agreed term for payment accordingly, if the submission of supplementary information required by MECOS AG is delayed.

8. Intellectual Property

The Copyright of all documents such as plans, sketches, calculations which are to be handed over to Supplier in the course of the conclusion or execution of the contract remains with MECOS AG, only. Supplier may use such documents solely for the purpose of execution of the orders by MECOS AG. Without MECOS AG's prior written consent. Supplier is not entitled - based on these documents - to produce goods for third parties nor to reproduce such documents nor to bring them to the attention of third parties in any way whatsoever unless they are being directly mandated by MECOS AG in the course of the execution of the contract or parts of it.

Publications for advertising purposes referring to MECOS AG's name are subject to MECOS AG's prior written consent.

9. Confidentiality

Supplier as well as his employees and auxiliary persons are under the obligation to safeguard the confidentiality of all documents and information not being in the public domain which refer to the business sphere of MECOS AG and become accessible during the conclusion or execution of the contract. This obligation remains in force even after completion of the contractual relationship. Any infringement of this obligation by Supplier will result in him paying a penalty in the amount of CHF [...]. Further compensation payments are explicitly reserved.

10. Applicable law, Jurisdiction

These Terms and Conditions are governed by Swiss Law. The referential norms of international private law and the Treaty of the United Nations about international purchase of goods dated 11 April 1980 ("Vienna Convention") are not applicable.

Place of performance is Zürich unless otherwise stipulated in writing.

Place of jurisdiction for any litigation based on these Terms and Conditions is, in the absence of any arbitration agreement concluded by the parties, always but not limited to the relevant courts at the domicile of MECOS AG. MECOS AG reserves the right to take other legal proceedings in any other jurisdiction.