

## General Terms and Conditions of Sale and Delivery of Angst+Pfister SA (Version 2015)

### 1. Scope of application, offers

1.1 These General Terms and Conditions of Sale and Delivery shall apply to all sales and delivery agreements concluded between Angst + Pfister SA (hereinafter referred to as "the Seller") and its customers (hereinafter referred to as "the Buyer"). Except where otherwise agreed, these General Terms and Conditions of Sale and Delivery shall in all cases take precedence over the Buyer's own conditions.

1.2 The offers shall not be binding on the Seller unless confirmed by him in writing.

1.3 The documents and information supplied with the offer shall not be construed either as a promise to supply goods with specific characteristics or properties, or as a guarantee, and shall not be binding on the Seller unless explicitly confirmed by him in writing.

1.4 Any possible discrepancies between the items supplied and the customer's specifications shall be permitted within the limits stipulated in the technical standards confirmed by the Seller.

### 2. Prices

2.1 The prices shall not be binding on the Seller unless confirmed by him in writing and, except where otherwise agreed, shall exclude value-added tax, freight, postage and packaging.

2.2 A supplement will be charged for small orders and/or deliveries with an order value below EUR 250.-, except where otherwise agreed or when the order is placed through the APSOpport online shop.

2.3 Orders shall be placed in writing (email, fax or letter). If agreed, the Buyer may place an order via an electronic marketplace. Any costs charged by the marketplace provider shall be borne by the Buyer. Orders placed through EDI connections shall require prior agreement.

### 3. Payments

3.1 Unless otherwise agreed, invoices shall be payable net, within 30 days from date of invoice, without discount, but never later than 45 days after the end of the month or 60 days from date of invoice (French Law No. 2008-776 on the Modernisation of the Economy, which was passed on 4 August 2008).

3.2 Any discount agreed between the parties shall always be based on the invoiced value, excluding value-added tax, freight, postage and packaging.

3.3 The date of receipt of payment in the Seller's account (value date) shall be the criterion by which compliance with the payment deadline and entitlement to a discount are assessed.

3.4 In the case of non-compliance with the payment deadline, the Seller shall, without previous reminder, be entitled to charge default interest of 9% from the date on which payment is due, plus EUR 40.- administrative costs.

3.5 Failure to comply with the payment conditions shall, without prejudice to his other rights, entitle the Seller to suspend deliveries. If there is a well-founded assumption that the Buyer will not perform a material part of his obligations, the Seller shall be entitled to demand payment in advance for further orders.

3.6 Any outstanding claims which the Buyer may hold against the Seller, but which are contested by the Seller or which have not been clarified by a definitive legal decision, shall not entitle the Buyer to withhold payment or reduce the amount of the invoice.

### 4. Deliveries

4.1 Except where otherwise agreed, The Incoterm 2000 EXW conditions of the International Chamber of Commerce shall apply to all sales and delivery agreements.

4.2 Delivery periods and dates shall be deemed complied with if the item to be supplied has been handed over to the carrier within that period.

4.3 Delivery periods shall be extended for a reasonable time in the case of events caused by force majeure which are beyond the Seller's control. This shall also apply if the circumstances affect upstream suppliers. The Seller shall notify the Buyer of such circumstances without delay. If performance of the contract can no longer reasonably be expected of one of the parties for the reasons mentioned above, the party concerned may withdraw from the agreement.

4.4. Repercussions for which the Seller cannot be held liable shall be charged to the Buyer.

4.5 The Seller shall be permitted to carry out partial deliveries, unless otherwise agreed. Delivery of up to 10% more or less than the agreed quantity shall be permissible.

4.6 If delivery is delayed for reasons caused by the Buyer or if the Buyer refuses to take delivery, the Seller reserves the right to put the items for delivery into storage at the Buyer's expense and risk.

4.7 The Seller shall supply products manufactured in compliance with ISO 9001:2008 certified processes. Additional demands over and above this certification shall require a separate agreement.

### 5. Warranty, liability

5.1 The Seller undertakes to execute the order in accordance with the agreement and to fulfil his warranty obligations. Any further liability towards the Buyer for any loss whatsoever (direct or indirect) is, to the extent permitted by law, expressly declined.

5.2 The Seller's products shall be inspected in accordance with Acceptance Quality Level 2.5 / Check Level S3, except where otherwise agreed.

5.3 Complaints regarding defects shall be reported to the Seller in writing immediately after receipt of the goods, or at the latest within eight days. Complaints regarding any hidden defects shall be reported to the Seller in writing immediately after discovery, or at the latest within three months of receipt of the goods. If the complaint has not been filed in due time, all warranty claims shall become void. The Seller's warranty shall be limited to manufacturing or material defects, which he may rectify at his discretion by reworking or replacement. Claims of the Buyer for damages, cancellation or reduction of the purchase price shall be explicitly excluded. Should the Seller be unable to replace the goods, or should the Buyer refuse replacements, the Seller shall reimburse the purchase price.

5.4 The Seller shall not be held liable for any loss or damage during transport of the goods. Any claims for such loss or damage must be addressed directly to the carrier.

### 6. Restriction of liability, limitation of claims

6.1 Unless otherwise prescribed by the law, the Seller shall not be liable for breach of contractual and extra-contractual obligations by himself or his employees, in particular due to impossibility, delay, culpa in contrahendo [culpable conduct during contract negotiations] or unauthorised acts, except in case of wilful intent or gross negligence, whereby his liability shall be restricted to loss or damage foreseeable at the time the agreement was concluded. The Seller shall not be liable for lost profit and consequential loss or damage.

6.2 Unless otherwise agreed, any contractual claims to which the Buyer is entitled in connection with the delivery of the goods shall fall under the statute of limitations within one year after the

goods have been delivered. This limitation period shall also apply to goods which have been used according to their normal purpose for construction work and have caused damage to the construction, insofar as the mode of use was specified in writing. This limitation period shall not apply to the Seller's liability resulting from breaches of contract caused by wilful intent or gross negligence; neither shall it apply to any of the Buyer's statutory rights of redress. In cases of replacement, the limitation period shall not be prolonged.

### 7. Copyrights, patent rights, design and trademark rights

7.1 The Seller reserves ownership of and copyright in offers, projects, plans and other documents. Such documents shall be made accessible to third parties only with the Seller's consent. Plans and other documents forming part of an offer shall be returned to the Seller upon request.

7.2 If the Seller has delivered goods in accordance with drawings, models, samples or other documents supplied by the Buyer, the Buyer shall warrant that these do not infringe the intellectual property rights of third parties. If a third party invokes intellectual property rights as a reason for forbidding the Seller to manufacture and deliver such products, the Seller shall be entitled – without being obligated to verify the legal position – to discontinue the manufacture and delivery of those products and to claim damages if the Buyer is at fault. In addition, the Buyer undertakes to indemnify the Seller and hold him harmless in respect of any claims by third parties in connection with an infringement of their rights.

### 8. Test parts, moulds, tools

8.1 If the Buyer has to provide test parts, moulds or tools for the execution of the order, the same shall be supplied in due time, free of payment and defect, to the production site in the agreed quantity, or else with a suitable additional quantity to provide for potential rejects. If this is not done, the costs caused thereby and other consequences shall be borne by the Buyer.

8.2 The costs for the production of test parts, including the costs for moulds and tools, shall be borne by the Buyer, except where otherwise agreed in writing.

8.3 The property rights in the moulds, tools and other devices required for the production of parts ordered shall depend on the agreements concluded between the parties. If the moulds, tools or other devices become unusable prior to completion of the order, the cost of the necessary replacements shall be borne by the Seller.

8.4 With respect to tools, moulds and other devices provided by the Buyer, the Seller's liability shall be limited to the same care as he exercises when using his own equipment. Costs for servicing and maintenance shall be borne by the Buyer. The Seller's obligation to keep the tools shall expire – regardless of the property rights of the Buyer – at the latest two years after the last use of a mould, tool or other device.

### 9. Concluding provisions

9.1 No amendment or modification to these stipulations shall be valid unless set down in writing. The same shall also apply to any waiver of the requirement for the written form.

9.2 Sales and delivery agreements, as well as individual rights and obligations resulting therefrom, may only be transferred to third parties if the other contracting party agrees in writing.

9.3 Unless the agreement specifically foresees otherwise, the place of performance for all contractual obligations shall be the place where the Seller has his registered office.

9.4 If, on whatever grounds, one or more stipulations of these General Conditions of Sale and Delivery are or become ineffective either in whole or in part, the other stipulations shall remain in force. The contracting parties undertake to agree on replacement stipulations which represent as closely as possible the content of the ineffective stipulations.

9.5 All agreements shall be exclusively governed by French law, excluding the United Nations Convention on Contracts for the International Sale of Goods as amended on 11 April 1980 and the Convention on the Law Applicable to International Sale of Goods as amended on 15 June 1955.

9.6 In case of dispute, the competent court shall be the Court of Bobigny.

## Appendix: Supplementary Terms and Conditions of Sale and Delivery for Framework Agreements

### 1. Contract term

All framework agreements shall be based on a term agreed upon by both parties.

### 2. Minimum make-and-hold quantity

The Buyer undertakes to purchase a fixed minimum purchasing quantity (minimum make-and-hold quantity) per stock-keeping unit for each partial delivery. The quantity to be ordered shall be agreed by the parties with binding effect before the contract is concluded.

### 3. Readiness to deliver

The Seller undertakes to reserve in stock for the Buyer a quantity of items per stock-keeping unit agreed upon by the parties (quantity held in readiness for delivery) and to have these items ready for delivery immediately upon request by the Buyer.

### 4. Number of call orders

For the term of the framework agreement, the contracting parties shall agree upon a fixed number of partial deliveries (make-and-hold orders). Should the Buyer wish to purchase further make-and-hold quantities at a later date the Seller shall, in order to cover the logistics costs incurred by the additional make-and-hold orders, be entitled to charge the Buyer a logistics-costs flat rate for each additional partial delivery.

### 5. Undertaking to buy

The Buyer shall purchase the entire contractual make-and-hold quantity agreed upon within the contract term. Should make-and-hold goods not be purchased in accordance with the contract, the Seller shall be entitled to deliver them at the date agreed upon in the contract and to charge them to the Buyer.