

General Purchasing Conditions of "Brugg" Drahtseil AG (BRUGG LIFTING), Birr

1. Scope of application

These General Purchasing Conditions ("**GPC**") apply to any legal relationships (quotations, contract negotiations, contracts) between "Brugg" Drahtseil AG, also referred to as BRUGG LIFTING, ("**BRUGG LIFTING**") as purchaser and its supplier as seller ("**SUPPLIER**") regarding the purchase and delivery of objects ("**DELIVERY ITEMS**").

These GPC shall form an integral part of the legal relationships between BRUGG LIFTING and Supplier and in particular the purchasing and delivery contracts except where something different is explicitly agreed. Any provisions deviating from these GPC shall only become legally binding if expressly offered by BRUGG LIFTING or expressly accepted by BRUGG LIFTING in writing.

By acceptance of an order from BRUGG LIFTING, Supplier confirms, accepts and agrees that the sale and delivery of Delivery Items is subject to these GPC. Deviations from this shall require written form. BRUGG LIFTING reserves the right to change these GPC at any time. Changes shall apply from their disclosure to Supplier for any legal relationships founded thereafter between BRUGG LIFTING and Supplier.

If Supplier transfers production, packaging and/or delivery of the Delivery Items wholly or partially to any third party (e.g. sub-supplier, subcontractor, etc.), Supplier is obligated to impose these GPC, and in particular the obligations from them, on the third party as well.

Subject to the explicit written consent of BRUGG LIFTING, general terms and conditions and other contractual documents of Supplier are explicitly waived and excluded. This shall apply even if general terms and conditions or other documents of Supplier have been integrated into a quotation or order confirmation of Supplier or otherwise disclosed to BRUGG LIFTING.

2. Conclusion of Contract / Form

Supplier is obligated to confirm any orders for Delivery Items within three working days, provided that such a confirmation corresponds to the usual processing or the existing agreements.

A contract between BRUGG LIFTING and Supplier shall be concluded with the consent of BRUGG LIFTING. The consent shall be given by written order, written confirmation and/or signature of a written contract.

Declarations in text form that are transmitted or recorded by electronic media (email, text message and similar) shall be deemed written declarations of a party. The evidence that such declarations were received by the recipient and called by it must be pro-

vided by the sender. Such declarations shall be deemed received at the time at which they are called by the recipient.

3. Cancellation

After BRUGG LIFTING declares its approval, BRUGG LIFTING shall have the right to cancel purchase orders against reimbursement of all costs incurred by Supplier from the order at the latest until receipt of the entire delivery of the Delivery Items at the place of performance (see Clause 7). There shall only be a claim to reimbursement of costs, however, if the Delivery Items cannot be sold or used otherwise by the Supplier. BRUGG LIFTING shall only reimburse those costs that Supplier can document by evidence.

4. General Obligations of Supplier

Supplier is obligated to produce, pack and/or deliver the Delivery Items according to the requirements and specifications supplied by BRUGG LIFTING. Supplier must only make any technical changes to products/specifications upon the written consent of BRUGG LIFTING.

Supplier is obligated to deliver Delivery Items that are of impeccable quality and suitable for the agreed purpose.

Supplier is obligated and guarantees that it will comply with the respective applicable statutory provisions of Switzerland and the European Union in performance of the contract.

5. Shipping / Packaging

Every shipment of Delivery Items will contain a delivery note including in particular the order number, number, item number, item designation, delivery date, orderer and sender.

BRUGG LIFTING shall have the right to return the packaging material invoiced by Supplier to it at the same price. The transport costs and risk for the return transport must be covered by Supplier.

Supplier is obligated to take back any packaging material that cannot be easily disposed of due to lack of environmental compatibility free of charge.

6. Delivery Date / Partial Deliveries

Delivery dates are binding. Timeliness of the delivery shall be determined by delivery of the Delivery Items to the place of performance (see Clause 7).

BRUGG LIFTING reserves the right to store any deliveries that arrive more than seven days before the agreed delivery date at Supplier's expense or to return them at its expense.

If Supplier does not perform on the contractually agreed delivery date, BRUGG LIFTING shall have

the right to wholly or partially withdraw from the respective contract and claim damages upon stipulation of a grace period, without consideration of Supplier's fault, or to continue the respective contract and claim damages instead of performance, notwithstanding the right of BRUGG LIFTING to insist on further performance instead and to assert default damage.

In case of delayed delivery, Supplier shall grant BRUGG LIFTING a reduction of 1% of the agreed contractual price, excluding VAT, but no more than 10% of the agreed contractual price per delayed delivery, in any case per week of delay of the delivery.

If a fixed-date transaction is agreed on in an individual case, BRUGG LIFTING shall have the right to wholly or partially withdraw from the contract and claim damages even without stipulating a grace period, independently of Supplier's fault, if the delivery is not made in time or to continue the contract and assert damages instead of performance. BRUGG LIFTING shall, however, have the right, notwithstanding any fault of Supplier, to insist on performance of the respective contract and to assert the default damage if this is reported to Supplier in writing within three days of the end of the fixed date.

BRUGG LIFTING reserves the right to unilaterally shift agreed delivery dates. Notice of a change of the delivery date must be given no later than 14 days before the agreed delivery date. In this case, Supplier commits to retaining the delivery for up to six months without any cost consequences for BRUGG LIFTING. The provisions on invoicing according to Clause 10 shall remain applicable.

Subject to the express consent of BRUGG LIFTING, Supplier shall not have the right to make partial deliveries. If this consent is not given, BRUGG LIFTING shall not be obligated to accept the delivery.

All additional costs arising from a partial delivery, in particular transport costs, shall be assumed by Supplier. A partial delivery agreed on from case to case shall be marked as such by Supplier on the delivery note.

If Supplier is temporarily unable to perform due to force majeure - e.g. in case of natural disasters, epidemics, strikes and other interferences of operations without fault that continue for more than three weeks – either contracting party shall have the right to wholly or partially withdraw from the respective contract without giving rise to any claims for damages; for Supplier, this shall only apply if it has informed BRUGG LIFTING of the reason for the impairment and its expected duration in writing within one week of occurrence of the force majeure.

7. Place of performance, benefit and risk

Delivery of the Delivery Items shall be only to the delivery address indicated in the order ("**PLACE OF**

PERFORMANCE") and on the delivery terms stated there.

A Supplier resident abroad and delivering to a Place of Performance in Switzerland expressly agrees to claims being asserted against it at this special domicile for its liabilities.

Benefits and risk shall pass to BRUGG LIFTING upon delivery of the Delivery Items to the Place of Performance.

8. Documentation of origin

Supplier shall enclose the valid proof of preference with the Delivery Items in border-crossing transactions (movement certificate, declaration of origin on the invoice, etc.) that is required in the destination country for preferential import customs processing. Supplier is also obligated to make supplier's declarations on the proof of origin for any Delivery Items procured in Switzerland. The respective costs arising for this shall be at Supplier's expense.

Supplier shall be responsible for the accuracy and completeness of the information on any proof of origin. It shall be obligated, independently of any fault, to reimburse BRUGG LIFTING and/or the customer of BRUGG LIFTING for any damage (including, but not limited to, any customs, duties, fees and other additional charges) that they incur because the preferential origin is not accepted by the relevant authorities in the destination country due to missing or defective evidence.

9. Prices

The agreed contractual prices shall be fixed prices excluding VAT, including any expenses of Supplier connected to completion of the delivery. This shall specifically include any costs for transport, insurance and packaging, as well as taxes, customs fees and duties that are connected to the import of the Delivery Items into the destination country and/or delivery of the Delivery Items.

BRUGG LIFTING shall only bear costs that are expressly listed as its obligation in the purchase order.

If the purchase order does not contain any different provision, the price shall be deemed "Delivered Duty Paid"/"Geliefert verzollt" (DDP) registered office of BRUGG LIFTING pursuant to Incoterms 2010.

10. Invoicing / payment conditions / set-off

The invoice shall be submitted to BRUGG LIFTING separately directly after dispatch of the Delivery Items, including the date of dispatch of the Delivery Items and the purchase order number.

The agreed price shall, unless expressly otherwise agreed, be due for payment within 90 days after proper delivery to the Place of Performance and after receipt of the invoice. Timeliness of the payment

shall be the time at which the payment is made by BRUGG LIFTING.

Payment of the invoice shall not include acknowledgement of freeness from defects or completeness of a delivery.

Supplier shall only have the right to set off against undisputed or legally established counter-claims. It shall not have any retention or other rights to hold back.

In case of defective delivery, BRUGG LIFTING shall have the right to retain the payment until proper performance.

11. Warranty

In case of defective delivery, BRUGG LIFTING may demand subsequent performance (improvement or re-delivery) notwithstanding any further rights and independently of Supplier's fault. Subsequent performance shall be deemed failed after one unsuccessful attempt. After a failed subsequent performance, BRUGG LIFTING may, at its discretion and independently of any fault of Supplier, assert reduction of the price or withdraw from the respective contract. If a defect caused any damage, BRUGG LIFTING shall in any case have the right to claim damages independently of any fault of Supplier.

The expiration period for any claims from defective delivery shall be five years ("**WARRANTY PERIOD**"), starting at delivery of the Delivery Items to the Place of Performance, except if the defect was maliciously concealed.

BRUGG LIFTING shall have the right to assert defects of the Delivery Items throughout the entire Warranty Period. The immediate inspection and complaint obligations pursuant to Art. 201 OR and Art. 367 OR are expressly excluded.

Apart from this, the statutory obligations shall apply.

12. Other marketing / indemnification / product liability

Without the express written consent of BRUGG LIFTING, Supplier shall not have the right to market any Delivery Items ordered by BRUGG LIFTING but not delivered by Supplier or not accepted by BRUGG LIFTING otherwise if such Delivery Items bear the company name "Brugg" Drahtseil AG or the designation "BRUGG LIFTING" or company key words or brands of BRUGG LIFTING or if they were to be delivered to BRUGG LIFTING specifically and exclusively. This shall apply accordingly to any excess production.

Any case of violations of the above obligations – subject to exclusion of the objection of continued offence – shall obligate Supplier to pay a contractual penalty at three times the price agreed for the Delivery Items to BRUGG LIFTING, but in no case any less than an amount of

CHF 100,000.00. This shall not affect the right of BRUGG LIFTING to assert further damages, independently of any fault of Supplier.

Supplier shall be obligated to indemnify BRUGG LIFTING against any claims for damages asserted by third parties against BRUGG LIFTING, e.g. due to non-compliance with statutory or other generally binding provisions, independently of any fault, where the cause is in the sphere of control and organisation of Supplier. Supplier shall also indemnify BRUGG LIFTING for any costs, including expenses for required recall campaigns and legal costs, independently of any fault. Apart from this, the statutory obligations shall apply.

Supplier is obligated to take out or maintain a product liability insurance with an appropriate minimum coverage total. BRUGG LIFTING shall have the right to demand evidence of such insurance from Supplier.

13. Usage rights / third-party rights

Upon creation or acquisition of any property rights by Supplier, in particular any copyright and other property rights in Delivery Items produced, packed and/or delivered by Supplier specifically and exclusively for BRUGG LIFTING, any usage and exploitation rights in such property rights shall pass to BRUGG LIFTING irrevocably, immediately and exclusively, without any limitation in content, place and time.

Supplier shall be obligated to produce, pack and/or deliver Delivery Items free from any third-party rights, in particular free from copyrights and other property rights of third parties that would impair and/or exclude achievement of the contractually agreed purpose. Supplier shall indemnify BRUGG LIFTING fully for any third-party claims, including the costs for legal defence and/or pursuing rights, due to violation of property rights, caused by use of the Delivery Items produced, packed and/or delivered by Supplier, by BRUGG LIFTING.

14. Secrecy / reference information

Supplier is obligated to treat any legal relationships between BRUGG LIFTING and Supplier and any connected commercial and technical details, any findings resulting from cooperation with BRUGG LIFTING ("**INFORMATION**"), as well as any Information provided to Supplier by BRUGG LIFTING in a physical form, such as technical documents, drawings, plans and other materials ("**DOCUMENTS**") as business secrets and therefore confidentially. Documents must specifically not be copied.

Supplier shall return all Documents, as well as any borrowed objects without delay upon request from BRUGG LIFTING at any time, and at the latest without prompting after the end of the legal relationship. Supplier shall not have any retention rights in the Information and Documents provided to it.

Advertisements with the name and/or brands of BRUGG LIFTING or other reference information shall

only be permitted with the advance written consent of BRUGG LIFTING.

Supplier shall be obligated to conclude the corresponding agreements with its own employees and servants (e.g. sub-suppliers, subcontractors, etc.) that correspond to this Clause 14 or to impose the corresponding obligations on them. Supplier shall be liable for non-compliance with the obligations from this Clause 14 by its employees or servants.

15. Social responsibility, environmental protection and anti-corruption

Supplier commits to complying with the respective statutory provisions on interaction with employees, environmental protection and industrial safety and to work to prevent detrimental effects on man and environment in its work. For this, Supplier shall set up and develop a management system according to ISO 14001 in the scope of its options. Furthermore, Supplier shall observe the principles of the Global Compact Initiative of the UN (<http://www.unglobalcompact.org>) and the International Labour Standards of the ILO (<http://www.ilo.org>). These essentially apply to the protection of the international human rights, the right to tariff negotiations, the abolition of child and forced labour, the abolition of discrimination in commencing and continuing employment, responsibility for the environment and prevention of corruption.

In particular, Supplier represents for its company that the production or processing of the Delivery Items take place or took place without any exploitative child labour in the meaning of the ILO convention no. 182 and without any violations of obligations resulting from implementation of this convention or any other applicable national or international provisions on fighting exploitative child labour. Furthermore, Supplier represents that its company, suppliers and their subcontractors have taken active and targeted measures to exclude exploitative child labour in the meaning of the ILO convention no. 182 in production or processing of the Delivery Items. Supplier shall obligate its sub-suppliers and their subcontractors accordingly and take verifying measures in this respect. BRUGG LIFTING shall have the right to review the content of this representation. Supplier shall document its measures upon request from BRUGG LIFTING.

Supplier shall not use any conflict resources for production of the Delivery Items. Conflict resources include, for example, columbite-tantalite (Coltan), cassiterite, gold, wolframite and their derivatives from the Democratic Republic of Congo and the adjacent countries, more specifically defined in Article 1502 Part e, Clauses 1

and 4, of the Dodd Frank Act (USA). Supplier shall take and implement suitable measures to prohibit the purchase and use of conflict resources. If Supplier uses any columbite-tantalite (Coltan), cassiterite, gold, wolframite and their derivatives for production of the Delivery Items, it shall document to BRUGG LIFTING every year that it does not violate the prohibition to use conflict resources.

BRUGG LIFTING has obligated itself to perform any transactions without any extortion, bribes and other illegal, unethical or fraudulent activities. Supplier commits to complying with all applicable laws and regulations, in particular the U.S. Foreign Corrupt Practices Act.

In connection with transactions with BRUGG LIFTING, Supplier shall not offer any gifts, loans, commission fees, compensation or other benefits for or to any persons as incentives and Supplier shall not promise, order, give, demand or accept these in order to commit any dishonest or illegal act or breach of contract in order to receive, retain or mediate any order or in order to secure any other inappropriate advantage. Illegal payments under this provision shall therefore include offers, promises and orders of payments in any amount with the target of accelerating routine work of authorities. Supplier is encouraged to introduce the corresponding processes to its employees so that they comply with all applicable anti-corruption laws and the present provision.

16. Partial invalidity

If individual provisions of these GPC are considered invalid or ineffective by a competent arbitration court, regular court or relevant authority, this shall not affect the effectiveness of the remaining provisions and these GPC as a whole. The parties shall strive to replace the invalid provision with such valid provision that comes as close as possible to the legal and economic purpose of the invalid provision.

17. Applicable law and place of jurisdiction

All legal relationships between Supplier and BRUGG LIFTING shall be subject to material Swiss law. The Vienna Sales Law Convention shall not be applied.

The exclusive place of jurisdiction shall be the registered seat of BRUGG LIFTING. BRUGG LIFTING shall, however, be free to call on the relevant court at the registered office of Supplier.

Birr (Switzerland), 1 January 2018