

1 General

These terms and conditions are an integral part of each quotation that is presented by Ateco Tobler AG (hereafter: "ATECO") and every contract for services/commissioned work and supplies that is concluded with ATECO. Deviating terms that are issued by the contractor are not automatically considered to be integral parts of an order or a contract. All agreements and legally binding declarations between or by the contracting parties must be in writing.

2 Scope

These T&C apply to the purchase of products, to the order of services and commissioned work in which a contract is signed by both parties or a written order has been issued based on a written quotation and ATECO has provided written confirmation of receipt of the order and hence its acceptance (order confirmation), as well as to the acceptance of products, except where an order is rejected within a reasonable period following inspection of the products. Any changes after conclusion of the contract must be in writing. Silence by ATECO can never be interpreted as implicit agreement.

3 Definition

Products in the meaning of these T&C are chemicals, devices, components and accessories. Services and commissioned work shall mean the execution of on-site work at the customer's premises or at the ATECO plant, as well as consulting, analysis, the performance of tests, project management, technical seminars and training.

4 Description of services

Where a description of services, plans or technical specifications etc. are appended with a request for quotation and/or order, it shall be binding for ATECO without acceptance of any inspection and warning obligations. ATECO is required to assure industry-standard execution and quality insofar as detailed documentation is absent. The client is responsible for deviations from real circumstances. The client shall also carry the cost of services rendered in this regard, so associated price changes and delays. ATECO is responsible for the consequences insofar as the service is provided based on its own real measurements. The client shall explicitly carry the costs of changes that are introduced after performance of the real measurements and that lead to a change in the service provided by ATECO. For the final dimensions required, the client must submit workpieces to ATECO whose rough dimensions have been checked. The client must provide the necessary gauges for finishing within specified tolerances. ATECO is not obliged to accept changes in the delivered items or contractual services.

5 Delivery

Deliveries shall take place ex works to the address specified by the client, i.e. to the specified unloading point, on the account and the risk of the client. The client explicitly confirms that it does not object to shipping by rail, post or freight forwarder.

6 Delivery periods

The delivery period begins immediately once the contract has been concluded, all official formalities are completed, the payments required upon placing of an order have been received, any securities have been deposited and all technical details are clarified. The agreed periods shall be suspended if instructions or materials required later on are not provided. The delivery periods shall also be suspended until such circumstances are remedied where deliveries from third parties are not received, in cases of significant interruption of business or accidents; suspension shall apply as soon as ATECO has notified the client of these production delays in writing.

Where ATECO has provided written consent to changes in the originally agreed services, the envisaged periods shall be extended in line with the additional workload required, without a separate agreement becoming necessary.

Where delivery is delayed due to the client's inability to take possession of our delivery, we are entitled, from such time as the contractual delivery period is overrun, to demand indemnification for all damages incurred and for storage costs. Any price increases shall be carried by the client in these cases, even if a lump sum was originally agreed.

Delivery periods are binding as a rule. We endeavour to adhere to these delivery periods. Where periods are overrun, the client shall not be entitled to exercise claims for any damages.

The delivery period shall be considered adhered to if the item for delivery has departed the ATECO plant within the term of the period or ATECO has issued notification of its readiness for shipping.

7 Performance

Where services are provided on the premises of the client, the ATECO staff performing the assignment shall inform the client of their progress in regular intervals and shall immediately notify the client of any circumstances that place contractual performance at risk.

8 Assignment of staff

ATECO warrants that it and its staff shall adhere to all company regulations upheld by the client, in particular the health and safety regulations, the worktime regulations and the company rules.

ATECO reserves the right to commission partner firms with the performance of orders.

9 Transfer of benefits and risks

The benefits and risks associated with the finished workpieces shall be transferred to the client when the workpieces are made ready for return shipment ex works, even if ATECO is responsible for their return shipment.

10 Inspection, acceptance, right to rectification of defects

The client must inspect the work after delivery of the workpieces and must submit to ATECO written notification of any defects within 8 days. Where the client neglects to do so, the work shall be considered accepted without objection. The client must report any concealed defects in writing within 8 days of their discovery. All defect rights shall lapse after the end of the notification period.

Where the inspection reveals that the work is defective, the client undertakes to give ATECO the opportunity to rectify the defects for which ATECO is responsible within a reasonable period and on its own account. The defect rights shall lapse if the client neglects to notify ATECO within a reasonable period.

11 Prices, packaging, transport and insurance

All prices are net, ex works and without packaging. All ancillary costs, e.g. for forwarding, insurance, export, transit, import and other authorisations, as well as for certification, customs duties, all taxes, charges, fees and similar that are collected in connection with the contract, shall be carried by the client.

ATECO shall charge separately for packaging and containers, except where the client's packaging can be reused for return of the processed products.

Transport takes place on the account and the risk of the client. The client is responsible for any necessary insurance.

ATECO reserves the right to adjust prices insofar as the production costs change between the time of quotation and contractual delivery.

12 Payment terms

The client shall make payments in accordance with the agreed terms of payment at the domicile of ATECO, without deduction of early payment discounts, expenses, taxes, charges, fees, customs duties or similar.

ATECO is entitled to deliver the finished products only *passi par* with cash payment by the client. Where payment is not received upon maturity, ATECO is entitled to charge arrearage interest in the statutory amount.

13 Warranty

ATECO warrants that its services conform to the contractual terms and specifications, as well as to the latest knowledge and state-of-the-art technology.

No other warranty is provided, especially for the suitability of the workpieces for particular purposes.

A reject rate of 5% must be expected for the finishing of small parts.

ATECO is liable for processing damage that is culpably caused by its staff. We shall not be liable for damages that were caused by erroneous statement of materials and pipe layouts or that are due to non-compliance with measures planned for the processing.

ATECO is not liable for damages caused by an absence of rinsing capability or the presence of cracks in the workpieces, as well as for surface defects that become visible after processing and that are caused by the material, its treatment or design.

Defect notifications concerning the contractual services provided by ATECO or the delivery of products must be submitted without undue delay. Notification must be submitted in writing with a precise description of the defect, as the client shall otherwise void its warranty claims. After submission of a defect notification, the client must give ATECO the opportunity to conduct a thorough inspection.

ATECO shall only accept warranty for defects that were caused by work on the part of the client's staff or third parties under the supervision of ATECO where these defects were caused demonstrably by the gross negligence of its staff in the issue of instructions or the performance of supervision.

Warranty shall be voided where the client undertakes repairs, cleaning, improvement attempts or other modifications without written consent from ATECO or where the client does not take suitable measures to limit the damage without undue delay. Liability shall be excluded if ATECO was refused a sample from the processing system in order to conduct an analysis.

ATECO shall extend the same warranty for the rectification of defects during the warranty period as it extends to the original work.

All claims and rights due to defects, other than those stated under section 13, are excluded.

14 Liability

ATECO is only liable toward the client for material damages that were caused culpably by its staff during the preparation and execution of work or during the rectification of any defects. The liability of ATECO shall be limited to the contractual price/finishing price of the delivery, i.e. the affected workpieces, and to the amount of CHF 100,000.00 at most. Statutory liability applies to personal damage.

ATECO shall not be liable toward the client for financial damages of any kind, e.g. for production stoppage, loss of profit, loss of use and losses associated with a delay or interruption of works, or for contractual losses or consequential damages.

Any other claims exercised by the client, in particular for all kinds of damages – irrespective of the legal basis upon which they are established – are excluded.

The client is liable for damages caused by its staff. This shall apply even if the ATECO staff is in charge of or supervises the work, except where the damage was caused demonstrably by grossly negligent instructions, omissions or supervision.

The client is liable for damages caused by defects in material that it makes available. This shall also apply if the ATECO staff has used the material without complaint, except where it should have noticed the defects through exercise of a reasonable degree of care.

15 Retention of title

ATECO retains title to the delivered products until receipt of complete payment.

16 Non-disclosure

The contracting parties shall maintain due confidentiality in regard to all matters that are neither obvious nor public knowledge. All matters must be treated confidentially if there is any doubt. This non-

disclosure undertaking applies prior to conclusion of the contract and shall survive the end of the contractual relationship. Advertising and

publications concerning project-specific services require the written consent of ATECO. Information, ideas, concepts, procedures and methods, as well as documents such as SOPs, test records and similar, that carry the ATECO logo are the intellectual property of ATECO. They must neither be copied nor in any way duplicated or surrendered to third parties without the written consent of ATECO. This is without prejudice to statutory disclosure requirements.

17 Severability clause

The invalidity or infeasibility of one or several provisions of these terms and conditions or parts of the contract concluded with the customer, whether in part or full, now or in the future, shall not affect the validity of the remaining provisions. The parties undertake to replace the invalid provision with an equivalent agreement that most closely resembles the original commercial purpose.

18 Place of jurisdiction and applicable law

The domicile of ATECO Tobler AG in Rheinfelden, Switzerland, shall be the place of jurisdiction. ATECO shall be entitled notwithstanding to take action at the place of jurisdiction responsible for the client.

Contracts are subject to Swiss law.

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