

FREWITT General Conditions of Sale and Delivery

1. General

- 1.1 These FREWITT General Conditions of Sale and Delivery are valid for all goods and services supplied by Frewitt Fabrique manufacturer of machines Ltd. (hereinafter called "FREWITT") unless otherwise agreed in writing. General conditions issued by the customer are valid only if accepted in writing by FREWITT.
- 1.2 All agreements and legally binding statements of the parties are valid only if made in writing.

2. Offers and Conclusion of a Contract

Unless otherwise expressly stated in writing, all quotations and estimates by FREWITT are to be treated as an invitation for the Customer to place an order to purchase the Goods. The Customer's order is an offer to purchase the Goods. A legally binding contract will only be formed upon FREWITT posting its confirmation of acceptance of the order (the "Contract"). A confirmed order may only be cancelled or varied with FREWITT's written consent. The giving of the FREWITT's written consent shall not in any way prejudice FREWITT's right to recover from the Customer full compensation for any loss or expense arising from such cancellation or variation.

3. Validity of the offer

- 3.1 The validity of the FREWITT offer is 30 calendar days from the issuance date. Beyond that date, FREWITT reserves its right to adjust the offer to the new conditions.
- 3.2 The present FREWITT General Conditions of Sale and Delivery are an intrinsic part of the FREWITT offer.

4 Scope of delivery

- 4.1 Scope and delivery of goods and services are defined by the confirmation of the order by FREWITT. Goods or services not specified therein will be invoiced separately.
- 4.2 Pictures, drawings, and descriptions in brochures and catalogues, as well as data of dimensions and weights are to be regarded as approximate. They are binding only if expressly confirmed in writing.
- 4.3 It is the Customer's responsibility to satisfy itself that the drawings, calculations and specifications are correct. No responsibility for errors or omissions will be accepted by FREWITT once the Customer has approved details submitted. In any event the FREWITT's responsibility is solely confined to its own manufactured components and does not extend to other products or components or overall structural or architectural considerations.

5. Prices

- 5.1 Unless otherwise expressly stated in the FREWITT offer, the prices are quoted ex works (EXW Incoterms 2010) excluding VAT, cargo inspection, packaging, customs duties, taxes, fees, insurance, installation, commissioning and other services.
- 5.2 Unless otherwise expressly stated in the FREWITT offer, the price does not include mounting or installation of the equipment, commissioning, validation support or staff training.
- 5.3 If, between the conclusion of the contract and the acceptance of the goods, the costs underlying the calculation increase, FREWITT has the right to adjust accordingly the prices stated in the confirmation of the order.

6. Terms of Payment

- 6.1 Unless otherwise expressly stated in the FREWITT offer, the payments terms are:
 - 30% of the full amount of the customer's purchase order payable net 10 days from FREWITT order confirmation
 - 30% payable at the latest 1 week before confirmed delivery date; payment due 30 days net from invoice date
 - 40% payable at final invoice; payment due 30 days net from invoice dateLate payment will stop the project and extend the delivery date

- 6.2 In the case of exports, FREWITT reserves its right to request an irrevocable letter of credit issued by a first-class Swiss bank.
- 6.3 Customer payments are to be made to FREWITT without deduction for discounts, charges, taxes and fees of any kind.
- 6.4 Upon expiry of the payment term set forth in the invoice, the customer shall owe default interest at the rate of 6% p.a. plus processing charges without formal notice. Compensation for further damages shall remain reserved. In the event of default of payment, FREWITT shall be entitled with immediate effect to stop further deliveries and to suspend any remedy of defects.
- 6.5 No payments may be withheld, in particular not in the event of delayed delivery or complaints. The offsetting of any possible. Counter-claims of the customer against claims of FREWITT shall be excluded.
- 6.6 In the event of default of payment, FREWITT reserves the right to rescind the contract, while demanding the return of the goods in accordance with Art. 214 para 3 of the Swiss Code of Obligations.

7. Retention of Title

- 7.1 FREWITT retains title to all goods delivered until such time as they are fully paid for. The customer is required to take all necessary measures to protect the ownership of FREWITT.
- 7.2 FREWITT has the right to enter the retention of title in the appropriate public register, and the customer shall be obliged to cooperate with this entry.

8. Term of Delivery

- 8.1 Unless otherwise expressly stated in the FREWITT offer, the delivery time EXW is approx. 14 – 16 weeks according to the following conditions:
 - All equipment clearly specified at time of order.
 - Request of approval for the layout is approx. 2 weeks after customer's purchase order and clarification of all technical details.
 - Customer's approval of the layout and technical points to be completed within 1 week upon receipt. Any customer's delay exceeding this 1 week will extend the delivery date.
 - Exact final delivery time depends on the equipment and will be confirmed after customer's approval of the layout.
- 8.2 The term of delivery will be extended if the terms of payment are not met or if letters of credit are opened too late.
- 8.3 FREWITT will endeavor to fulfill the Customer's delivery requirements for the Goods promptly but no liability is accepted for failure to deliver within quoted times. Time of delivery shall not be of the essence unless expressly stipulated in writing in the Customer's order form and FREWITT's acceptance of the order.
- 8.4 If the Customer fails to take delivery on the agreed delivery date or, if no specific delivery date has been agreed, when the Goods are ready for dispatch FREWITT shall be entitled to store and insure the Goods and to charge the Customer the reasonable costs of so doing and to tender its account for the price.

9. Packing

The packing is non-returnable and its appropriate disposal is the customer's responsibility.

10. Inspection and Acceptance of Delivery

- 10.1 FREWITT inspects the goods and services in accordance with standard practice before dispatch or after performing the services. Any additional tests have to be agreed upon and will be invoiced separately.
- 10.2 The customer must inspect all deliveries and services supplied, including partial deliveries and partial services, within 20 days of delivery or performance, respectively, and must inform FREWITT in writing of any defects without delay, failing which the deliveries and services are deemed to have been accepted.
- 10.3 FREWITT must correct the defects notified in accordance with article 10.2 as quickly as possible, and the customer must give FREWITT the opportunity to do so. After the correction, an acceptance test will be made at the request of the customer or of FREWITT.
- 10.4 Deliveries and services are also deemed to have been accepted if the customer uses or is able to use them.
- 10.5 The remedies stated in articles 11 for defective deliveries and services are exclusive and the customer waives all other remedies.

11. Warranty for Defects

- 11.1 FREWITT warrants that the products delivered hereunder shall be free from defects in material or workmanship that could affect their proper use. The warranty starts when the products leave our factory.
- 11.2 Express representations are only those expressly mentioned as such in the confirmation of the order by FREWITT. This warranty expires no later than the lapse of the term of warranty.
- 11.3 Any warranty or liability of FREWITT is excluded for damages that cannot be proved to result from defects in material or workmanship affecting the proper use of the products. In particular, any warranty or liability of FREWITT is excluded for damages resulting from wear and tear, deficient maintenance, noncompliance with operating instructions, overexertion, undue operation, damage to property or loss of production, as well as for damages resulting from other causes beyond the reasonable control of FREWITT.
- 11.4 The term of warranty is 24 months from the date of delivery or from the date of notification that the goods are ready for dispatch, if the delivery is EXW. The warranty covers parts and on-site intervention, but excludes travel costs. For products not manufactured by FREWITT, the terms of warranty of the respective manufacturer apply.
- 11.5 If, within the term of warranty, the customer discovers defects within the meaning of articles 11.1 and 11.2 in products supplied by FREWITT and wishes to make a warranty claim, then he must notify FREWITT at the latest within seven days of this occurrence.
- 11.6 FREWITT shall, at its discretion, either repair or replace such products or parts thereof. The replacement of defective products does not constitute an extension nor give rise to a recommencement of the term of warranty. Time spent and expenditures incurred by FREWITT as a result of notifications of defects that turn out to be unfounded, shall be charged to the customer.
- 11.7 The term of warranty expires prematurely and all certificates (ATEX, CE and others) become null and void
- 11.7.1 if the customer or third parties do not handle the products in accordance with the instructions given by FREWITT
 - 11.7.2 if the products have been exerted beyond their specifications;
 - 11.7.3 if the customer or third parties make improper modifications or repairs;
 - 11.7.4 if the customer has used non-original Frewitt tooling's, components or parts
 - 11.7.5 if the customer fails to issue a written complaint about a defect in good time (see article 11.5).
 - 11.7.6 If the customer, in the event a defect occurs, does not immediately take all suitable measures to mitigate the damage and to give FREWITT the opportunity to remedy the defect.

12. TERMINATION

- 12.1 Either party may immediately terminate the Contract by written notice if the other party:
- i) commits a material breach of the terms of the Contract (and if remediable the breach has not been remedied within 90 days of receiving notice requiring it to be remedied);
 - ii) persistently breaches any one or more terms of the Contract;
 - iii) fails to make any payment when due;
 - iv) is declared or becomes insolvent or bankrupt, has a moratorium declared in respect of any of its indebtedness, enters into administration or liquidation or threatens to do any of these
 - v) ceases or threatens to cease to carry on business.
- 12.2 If FREWITT has the right to terminate the Contract under Clause 12.1:
- i) FREWITT may withhold delivery of any undelivered Goods and stop any Goods in transit;
 - ii) FREWITT may terminate the Customer's right to re-sell and retain possession of any of the Goods owned by FREWITT
 - iii) FREWITT may enter the Customer's premises or any other premises where the Goods are or may be stored and may repossess and sell or dispose of any Goods owned by FREWITT to discharge any sums owed by the Customer to FREWITT under the Contract or any other agreement with the Customer.
 - iv) all monies owed by the Customer to FREWITT shall immediately become due and payable.

13. Exclusion of Further Liability

- 13.1 All cases of breach of contract and the legal consequences thereof are conclusively regulated by these General Conditions.
- 13.2 With the exception of those expressly stipulated in these General Conditions, the customer expressly waives all claims, regardless of their legal basis, in particular any claims for damages, reduction of purchase price, and cancellation of or rescission of the contract.

13.3 Subject to any mandatory strict product liability provisions, any liability for incidental or consequential damages is expressly excluded. In particular, FREWITT is not liable, on any legal ground whatsoever, for damages caused by defects including damages spreading out or consequential damages such as business disruption, loss of production, capital costs, lost profit, third-party claims (including claims of the customer's clients) or any interests of the customer to be held harmless against such claims, respectively.

14. CE Conformity

14.1 Frewitt standalone equipment (as technically described in the FREWITT offer) are provided with a CE Marking this in full conformity with the CE norms.

14.2 Frewitt equipment supplied as partially complete (for instance without safety grids, electrical panel or machine control system as technically described in the FREWITT offer) will be delivered with a CE Certificate of Incorporation in accordance with CE Directive 2006/42/EC on machine safety. In such case, the final integrator is responsible for the whole CE certification of the equipment.

15. Equipment Performances

Unless otherwise expressly stated in the FREWITT offer, FREWITT does not take any responsibility for the process performances of the goods sold. No warranty is given that products or services are suitable or sufficient for any specific purpose unless such purpose is defined in the Contract and expressly accepted by FREWITT in writing.

16. Intellectual Property Rights

Any know-how, technical, information or document supplied at any time by FREWITT in connection with these General Conditions of Sale and Delivery, a Contract or any earlier associated product trials, shall be treated as confidential by the Customer, its employees or agents and shall not be reproduced or disclosed to any third party or used for any other purpose other than the purpose of the Contract without FREWITT's written consent, unless and until the same is public knowledge or comes into the Customer's possession bona fides from a third party.

FREWITT's specifications, data and other documents shall remain the property of the Company and any intellectual property rights including but not limited to copyright in the same remains vested in the Company. The Customer shall not acquire any intellectual property rights in such materials or works.

17. Severability

If any provision of these General Conditions of Sale and Delivery is held invalid in whole or in part, or if it cannot be implemented, the parties will replace it with a new one which comes as close as possible to the intention of the invalid provision. All other provisions hereof are not affected thereby.

18. No Waiver

No waiver by either party of any breach of the Contract by the other party shall be considered as a waiver of any subsequent breach of the same of any other provision.

19. FORCE MAJEURE

FREWITT shall not be liable for any failure to fulfill its obligations under the Contract if such failure is due to strike, lock-out, industrial dispute, breakdown of plant, transport or equipment, restraints of government, blockades, war, civil disturbance, forces of nature or, whether or not of the same nature as the foregoing, to any event or circumstance beyond FREWITT's reasonable control.

20. Applicable Law and Jurisdiction

All contracts concluded in accordance with these General Conditions of Sale and Delivery are governed by the laws of Switzerland with the place of jurisdiction Fribourg (Switzerland). However, FREWITT reserves the right to take legal action before the courts at the domicile of the customer or before any other competent court.

21. ASSIGNMENT AND ONWARD SALES

21.1 The Customer shall not assign, sub-contract, delegate, transfer or dispose of the Contract and/or any of its rights or obligations under it without prior written consent of FREWITT.

21.2 The Customer irrevocably warrants, represents, undertakes and guarantees that it will not sell the Goods onto a third

party domiciled in a foreign jurisdiction, where, if FREWITT were to make such a sale it would be unlawful to do so pursuant to the laws of Switzerland or under any International trade embargo restricting the sale of the Goods from Switzerland to a foreign jurisdiction from time to time.

21.3 In the event that the Customer discovers that it has resold the Goods in breach of Clause 21.2 it shall notify FREWITT as soon as such breach is discovered, of the detail of such resale including (but not limited to) the identity of the third party purchaser, the date of the resale, the quantity of Goods resold and any further details requested by FREWITT.

21.4 In the event that the Customer breaches Clauses 21.2 and 21.3:

- i) FREWITT shall be entitled to withhold the supply of any undelivered Goods, under the Contract to which the breach relates or any other contract made between FREWITT and the Customer and
- ii) without prejudice to any remedy which FREWITT is entitled to under these conditions the parties agree that damages for breach of Clauses 21.2 and 21.3 shall be an inadequate remedy.

22. CUSTOMER INDEMNITY

22.1 The Customer shall indemnify and hold harmless FREWITT and its employees against any claim made against or any loss, cost (including any legal costs incurred), damage, injury or expense suffered by FREWITT or its employees or agents:

- i) howsoever arising on the Customer's site or any site to which delivery is made or on which services are provided at the request of the Customer;
- ii) caused or contributed to by the negligence of the Customer, its employees or other persons for whom the Customer is responsible;
- iii) arising out of any breach by the Customer or any liability of the Customer under the Contract or these conditions, save in any case, to the extent directly caused by the negligence of FREWITT, its employees or agents; or
- iv) arising out of any breach of the Customer's obligations under Clause 21.

22.2 If at the request of (or by contract with) the Customer, FREWITT agrees to provide Goods or services to any person who is not a party to the Contract, the Customer shall procure that such person agrees to be bound by these conditions as though a party to the Contract and the Customer shall indemnify FREWITT against any consequences of the Customer failing so to do, including any claim made by such person.