

General Commercial Terms of HOWAG KABEL AG

1. Application and scope

These Commercial Terms (hereinafter referred to as „AGB“) shall settle the rights and obligations in reference to the relations between Howag Kabel AG (hereinafter referred to as „HOKA“) and its clients. They shall be valid for all commercial relations between HOKA and the clients, in particular for supply of products and provision of services. In all cases, these General Terms shall be valid also for all other terms that the clients send or which are found in their documentation.

2. Order, delivery, transfer of the products

Our offers and confirmations of orders shall be done always following a positive test about the solvency of the client and with the existence of timely and regular own supplies. Our offers are basically free.

The orders are done by telephone, by e-mail or in writing (for example, using letters, by fax). A contract shall be concluded only following a written confirmation of the order by us or at the latest, with the dispatch of the goods.

Basically, for the scope and execution of the supply, the relevant confirmation of the order by HOKA shall be reliable. With immediate deliveries/receipt of goods, the order is not to be confirmed. The available amounts, respectively, the option for delivery of the products of the sub-suppliers remains in reserve. The specification of a date of delivery is done voluntarily but without any guarantee.

The changes requested by the client in the orders or cancellations need a written arrangement with HOKA. The expenses that have already arisen for HOKA are to be paid by the client.

If the client wishes to postpone the term of delivery requested by them and HOKA has already purchased materials, HOKA has the right to charge the provided services or materials by the requested term of delivery.

The requests for dispatch of orders should be made fully within the contractual term. After the end of the term, we have the right to terminate the delivery and invoice the goods.

3. Prices, terms of payment

The prices for the products and services of HOKA should be considered EXW, in Swiss francs (CHF), before VAT/insurance. The payment should be done to the registered address of HOKA. The buyer is to decline the right of compensation for their receivables.

The payment is to be done within 30 days of the date of invoice. With single project orders to a value greater than 30 000.- CHF, 1/3 of the value is to be paid in advance or the buyer should provide a bank guarantee.

With a failure to observe the terms of payment, the client shall owe without any further notice an interest of 5 % p.a., including the expenses for the notice. The failure to collect the goods does not imply postponing of the term for payment.

With a delay of the payment, HOKA has the right, without any further notice, to terminate fully or partially all subsequent deliveries for the client until the receivables are paid up or secured. All consequences arising from such a termination of deliveries are exclusively only at the expense of the client. In such

case, HOKA may require in the future an advance payment and the contractual terms for payment become invalid.

The minimal amount of the order shall be 100.- CHF/EUR.

4. Terms of delivery

We aim to respond to the requirements of the clients related to terms as much as possible; but the specified terms of delivery shall not be binding. Therefore, withdrawal from the contract, delay of the payments or claims for compensations from the recipient due to delay of the deliveries are not acceptable. The client's claims shall not arise in case the ordered goods cannot be supplied at all as a result of circumstances beyond the control of the supplier. HOKA shall not be responsible for any other resulting damages, either.

5. Retention of the title

The goods supplied by HOKA shall remain owned by the company until their full payment. The client shall give us the right for a possible retention of title.

6. Products supplied by third parties or on client's initiative

We refuse to be responsible for products supplied by third parties or on client's initiative.

7. Drawings and documentation

We retain the only title and copyright in reference to all drawings, designs, know-how and preliminary calculations of expenses. The specified documentation is checked personally by the client and should not be available for third parties or copied without the written consent from us. Where our offer does not result in placing an order, the documentation should be returned back upon first request.

8. Admissible deviations

The following sequences shall be applied for admissible deviations:

1. Client's drawing
2. IPC/WHMA-A-620 (For spiral cables, the general tolerances shall be valid according to webpage.)

In the field of trade in cables, deviations in the supplies of plus or minus 10 % of the contractual amounts shall be considered acceptable. The client is invoiced the actually supplied amount and they are obliged to accept it. The same principles shall be valid for a deviation of plus or minus regarding length.

9. Guarantee, responsibility, warranty and returning of goods

For defects in the supplies, including lack of guaranteed characteristics pursuant to item 8 above, with the exclusion of the admissible deviations, there is responsibility only insofar as the defective details are repaired or replaced. This is valid only in the cases where the client complaint has been submitted within two weeks after the dispatch of the supplies of the goods. Any further responsibility of HOKA, respectively any claims by the client for guarantee, in particular any claims for replacement of indirect or directly

resulting damages are excluded. Defects that the client eliminates by themselves without prior arrangement with HOKA shall not be paid. HOKA shall decide whether to only eliminate the defect or procure its elimination by third parties.

The claims for warranty or guarantee to HOKA shall be valid 12 months of the date of delivery, respectively the commissioning. For outsourced products, the definitions of guarantee and warranty of the interim suppliers shall be valid. The warranty claims, respectively the claims for guarantee shall be valid only where the client notifies immediately HOKA in writing about the defect or provides them with an evidence of its existence.

The returning of goods shall be accepted only following inspection by us. The acceptance of a returned delivery, however, shall in no way mean recognition of the defect. In any case, the returning shall be at the client's risk. The same shall be valid for the risk of occasional loss.

10. Place of execution, jurisdiction, applicable law

The place of execution and the jurisdiction shall be exclusively only 5606 Dintikon AG. The Swiss substantive law shall be valid with the exception of the cases related to international private law as well as the UN Convention on contracts for international sale of goods (Vienna convention).

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