

General Terms and Conditions ('GTC') of Swissdis AG

(hereinafter 'Supplier')

Validity of the GTC

For all business relations with the company Swissdis AG these GTC are exclusively valid and binding. They are based on Swiss law and will be valid and binding even without explicitly being referred to for all actual and future deals. Changes and subsidiary agreements to these GTC are only valid and binding if agreed on in writing.

The GTC of the contracting party of Swissdis AG are never part of the contract even if they were not explicitly excluded.

Subsidiarily, the articles for sale contracts of the Swiss Code of Obligations ("CO"), Articles 184 ss.) as well as all other Swiss laws are applicable.

Supplier's Offers

Information given on the telephone by the Supplier do not have any longer validity, except such information was explicitly given as an offer.

Offers made in writing, by fax letter or email, by telephone or in a personal meeting, are binding. The customer requesting products or services not being included in the offer, will be invoiced separately for these. An offer is binding for 30 days if not stated otherwise in writing. All documents and samples handed out with the offer remain the sole property of the Supplier. Without prior consent of the Supplier, offers, including documents and samples shall not be shown or handed out to third parties. Information given as guideline ("Richtwert") is not binding and shall only be used to evaluate the approximate range.

The customer shall accept an offer in writing, by fax letter, email, telephone or in a personal meeting. The Supplier is confirming the order in writing, by fax letter or email.

In case the customer wishes to change his order compared with the confirmation received from the Supplier, the Supplier will inform the customer if the changes requested are possible and what consequences they have on the performance, the delivery dates and price. The Supplier's offer for changing the confirmed order is binding for two weeks. The changes requested are not binding for products already delivered by the Supplier.

Deadlines

The Supplier shall deliver the products ordered by the customer within the agreed deadlines or at the agreed dates; the customer agrees to check and accept these products and pay them within the agreed deadlines.

Swissdis AG reserves its right to cancel the order without consequences even after having sent the confirmation to the customer, in case the products are not or only later available from its supplier.

Partial deliveries are allowed. In such cases, the customer has to pay every such partial delivery in accordance with the payment conditions agreed with Swissdis AG.

The deadlines will be extended or postponed according to upcoming obstacles not being the Supplier's responsibility like natural events, mobilization, war, riots, epidemics, accidents and sickness, important interruptions of operation, labour disputes, delayed or wrong deliveries as well as government actions.

For all other delays, the customer may

- I. waive any further deliveries; this has to be announced to the Supplier immediately.
- II. request partial deliveries as far as feasible; this has to be agreed on immediately.
- III. set the Supplier a reasonable deadline to deliver belatedly: in case the Supplier does not fulfil his duties within this extended deadline, the customer, if declared immediately, has the right to waive belated deliveries and cancel the contract.

The Supplier shall inform the customer about delays as soon as possible. Any damages will be calculated in accordance with Article 191 CO.

Performance of Contract

The confirmed order is the binding document for details of the delivery. The Supplier shall deliver the products in the ordered quantity and quality.

In case the parties did not agree on a specific place of performance and such specific place of performance is not defined by the nature of the deal, the place of performance shall be the seat of the Supplier.

Benefit and risk are borne by the customer with the products leaving the Supplier's place of business if not agreed otherwise.

If no specific acceptance procedure is agreed on, the customer shall check the products himself and notify any defects in writing. In case the customer does not notify any defects within five working days after receipt of the products, they shall be considered as in full accordance with the order and the products being accepted by the customer.

The Supplier is free to request a security, prepayment or payment on delivery ("Nachnahme") before accepting any orders. Any losses for interests and exchange rates or other expenses are fully borne by the customer.

Place of performance is the Supplier's seat.

Prices and Payment Conditions

The prices are fixed in the offer. Basis of the agreed prices are the costs for the products incurred by Swissdis AG at the time of the confirmation of the offer. If the production costs borne by Swissdis AG will increase after the confirmation of the offer, the Supplier may increase the offered prices accordingly.

The costs to measure and weigh are fully borne by the Supplier. The customer bears the costs to pack and transport as well as the costs to check the products. No state duties are included in the prices. The VAT will be added at the actual rate in force.

Supplier's invoices become due within 30 days without any deductions allowed, subject to deliveries made after a security payment, prepayment or payment on delivery ("Nachnahme"). Payments by bills of exchange will give Swissdis AG the right to ask for discount charges common in banking. Bills of exchange and checks are only considered as payment when cashed in.

In case the payment conditions will not be fulfilled, the Supplier has the right to,

- I. asked the customer to immediately pay all claims
- II. or ask for a security for all unpaid claims
- III. and/or make future deliveries only against prepayments.
- IV. ask for default interests and damages without further warnings for amounts due.

In case securities or payments are not made within a reasonably extended deadline, the Supplier has the right to cancel the contract even if the products or a part of the products were already delivered.

The parties agree that the customer is not allowed to set-off. Defects of delivered products notified by the customer do not have any influence on the due date of the purchase price.

Drawings and Documents

All drawings, drafts, offers and other documents of Swissdis AG will fully remain its property, including copyrights. All such documents are considered to be personally entrusted to the customer and his employees. Without written consent of Swissdis AG such documents shall not be handed out to third parties or being copied. On first demand of Swissdis AG, such documents shall be returned to the Supplier.

Guarantee

From the date of delivery of the products, Swissdis AG grants a guarantee of 6 months to replace or repair defect products on the Supplier's costs. All further guarantee, including for direct and indirect damages, is explicitly excluded.

The Supplier is not responsible for defects and disruptions for which his supplier is not liable like regular wear and tear, force majeure, improper treatment and storage, excessive use, unsuitable conditions of use and extreme environmental impacts.

There is no guarantee available in case the payment conditions are not fulfilled or the customer respectively third parties have made changes or reparations on the products delivered.

General Provisions

In case a provision of the contract agreed on between the parties is or will become null and void or in case the contract shows a gap, the other provisions of the contract remain valid and binding. The void provision shall be replaced by a valid provision, being as close to the invalid provision as possible - from an economical point of view - and considered to be valid since the closing of the contract. The same is valid in case of a gap in the provisions.

Claims arising out of or in relation to the parties' agreement shall be governed by and construed under the laws of Switzerland. The United Nations Convention on Contracts for the International Sale of Goods of 11.04.1980 ("Wiener Kaufrecht") shall not apply to this agreement.

The courts at the Supplier's seat shall be exclusively competent. However, the Supplier has the right to start legal proceedings at the customer's seat as well.