

GENERAL TERMS AND CONDITIONS OF COBIANCHI LIFTEILE AG

1. General

1.1 Unless explicitly otherwise agreed between us and our Client in writing, these General Terms and Conditions of Sale and Delivery and/or Services ("Deliverables") apply for all our deliveries. In any event, acceptance of the ordered goods or of the delivered services shall be considered as the unconditioned recognition of the present General Terms and Conditions of Sale and Services. Any purchasing conditions of the buyer are non-binding for our deliveries and services even in case we have not expressly protested.

1.2 The term "services" shall include both services related to a construction contract or to a mandate.

2. Offer, Order, Prices and Payment

2.1 All offers are non-binding for us until our acceptance of the order.

2.2 Unless otherwise agreed between the parties, all first offers are free of charge for our clients. Project work, however, shall only be executed free of charge if the respective contract is validly concluded between the parties.

2.3 Illustrations, graphics, designs, indications of weight and mass, which are indicated by Cobianchi prior to the final order, are only approximate in nature; changes of these indications are expressly reserved.

2.4 Nature and scope of goods and services owed are exclusively defined in Cobianchi's written offer which the Client accepted, or in the Client's order confirmed in writing by Cobianchi. Changes and amendments of the scope of performance shall be binding only in written form. Without notification within 5 working days after delivery, confirmations of orders shall be deemed to be correct.

2.5 Unless otherwise noted, the VAT is not included in the price, and invoices shall be payable within 30 days after delivery without any deduction.

2.6 The Client shall not be allowed to set-off any claims against Cobianchi with Cobianchi's claims for payment of goods or services.

3. Packaging

3.1 Cobianchi invoices for packaging at cost and Cobianchi shall have no obligation to accept returned packaging. Boxes, pallets, etc. are invoiced separately and are credited to the Client when returned at Client's expense.

4. Shipping Costs/Tariffs

4.1 The Client shall bear any kind of transport cost, taxes, charges, fees and duties which are levied in connection with the Contract, or shall, if Cobianchi was liable to pay such taxes, charges, fees and duties, reimburse Cobianchi on proof of payment.

4.2 Cobianchi shall only provide for transportation insurance coverage on the Client's express wish and for the charge of the Client.

4.3 All increases of rates and fees, such as transportation, insurance costs, customs duties, etc., that occur after signing of the contract will be charged to the Client. Decreases of rates and fees will be credited to the Client. An order is considered completed when the deliverer has unloaded the goods at the designated place or the goods are handed over to the post office or railway. Any delivery of service shall be deemed to be accepted at the payment of the invoice at the latest.

4.4 In case the shipment of the goods is delayed on Client's request or any other impediment beyond Cobianchi's control, these goods shall be stored by Cobianchi at the risk and cost of the Client. Such storage shall have no impact on the payment terms.

5. Place of Performance, Risk and Title

5.1 Exclusive place of performance shall be Oberdiessbach b. Berne, Switzerland.

5.2 The passing of risk and title shall regarding the ordered goods shall occur at the notification of the readiness for shipment, for services after acceptance or use of the Client at the latest.

6. Force Majeure

6.1 Cobianchi shall not be in default and not liable for a failure to perform any of its obligations if this Party proves that the failure was due to an impediment beyond its or its contractors, vendors, suppliers or subcontractors control, including but not limited to: acts of God, total or partial destruction of the production plant or site, shortages, conditions of war, mobilization, insurrection or civil disturbance, revolution, acts of government in either their sovereign or contractual capacity, fire, epidemics, quarantine restrictions, unusual severe weather conditions, embargoes or trade restrictions or any other cases which can be considered as Force Majeure according to the international practice.

6.2 In case of Force Majeure Cobianchi shall promptly notify the Client of such events stating the estimated effect on the work progress and delivery programme.

6.3 In the event a Force Majeure-event occurs, the deadline for delivery of goods and/or services shall be postponed as long as such Force Majeure-event continues to exist.

7. Examination and Acceptance of Delivered Goods and Services

7.1 The delivered goods must be inspected upon delivery by the buyer and by all means at the latest before use or processing. Any claims regarding the weight, quantity or nature of the delivered goods shall only be valid if they are notified to us in writing within 8 days after reception or acceptance of services, and if Cobianchi or any person designated by Cobianchi can inspect the goods on the site.

7.2 In case the Client fails to perform such examination, Cobianchi shall be excused of any liability to the extent admissible by law.

8. Payment Delays

8.1 If the buyer fails on payments on account or pre-payments agreed between the parties, Cobianchi shall be entitled to rescind the contract with immediate effect. All compensation claims shall be reserved.

8.2 In case the Client defaults on the payment for goods or services for whatever reason or becomes insolvent, all payments shall be, regardless any payment terms to the contrary, due for immediate payment and may be cashed in by Cobianchi without delay. In addition, without any obligation to prior notification of the Client, Cobianchi shall be entitled to suspend its performance or to rescind the contract with immediate effect. Cobianchi's right to claim damages is expressly reserved. Also, Cobianchi shall be entitled to immediately rescind all orders which have been confirmed to the Client.

9. Retention of Title

9.1 Cobianchi remains owner of all goods manufactured or ordered for the Client until receipt of payment in full.

9.2 The Client shall assist Cobianchi in protecting Cobianchi's property. In particular, Cobianchi shall be entitled to have registered or annotated the retention of its property rights in public registers, records, books and so forth in accordance with the pertinent national laws, and to fulfil all respective formalities. The Client takes all measures to ensure that the retention of title will neither be rescinded nor impaired.

9.3 The Client shall at his own expense maintain supplied goods during the period of the retention of title and shall immediately procure insurance coverage against all risks for the supplied goods.

9.4 The claims resulting from selling the goods to which the retention of title relates shall be automatically assigned to Cobianchi for payment and security purposes up to the amount due to Cobianchi and until the price owed to Cobianchi has been paid. The Client shall provide Cobianchi with the name and address of the purchasing party on first request. In case of insolvency of the Client or payment delays in excess of 30 days, Cobianchi shall be entitled to notify the third party debtor of the assignment and to cash in the account receivable.

10. Seller's Liability

10.1 In case of notified breaches of the duty of care or defects, Cobianchi shall repair and remedy such defects of its Deliverables. Cobianchi may, at its own discretion and with the effect of being released from any further obligation, replace goods instead of remedying defects.

10.2 There shall be no further remedies or claims against Cobianchi. In particular, the Client has no right to rescind the contract, ask for reduction of price or any compensation, such as compensation for any special, actual, consequential, incidental or indirect damages, or any loss of profit, revenue or data based upon Cobianchi's non-performance or breach of any of its obligations, whether based in contract, tort, or otherwise, even if Cobianchi has been advised of the possibility of such potential loss or damage.

10.3 Cobianchi shall not be liable for damages resulting from improper use or incorrect implementation of the Deliverables by Client or third parties, in particular the violation of operating instructions or requirements set forth by Cobianchi (such as operation or service manuals, technical data sheet, definition of environment for operation and production purposes, etc.); inappropriate equipment of the client or third parties; electrical or electromagnetic effects; or normal abrasion. Cobianchi is not liable for damages caused by the usage of spare parts delivered or installed by third parties.

10.4 Oral indications of our personnel shall not be deemed to constitute representations or express warranties of Cobianchi relating to the specific use of Deliverables and shall in no event be binding upon Cobianchi.

10.5 Cobianchi shall not be liable for damages resulting from Client's instructions in connection with the performance of the contract.

10.6 The mandatory regulations of the Swiss Product Liability Law and other acts are reserved.

10.7 Client shall indemnify and hold harmless Cobianchi from any and all loss, liability, damage, cost or expense to the extent arising out of any claims or suits brought or made against Cobianchi by reason of any breach of Client of covenants or obligations contained in these GTCs or any other agreement between the parties.

10.8 The warranty period expires 24 months after the passage of the risk. The limitation period for liability claims of Client is 24 months.

11. Venue and applicable law

11.1 Exclusive place of jurisdiction for all proceedings between the parties shall be *Berne/Switzerland*.

11.2 All legal relationships between the Client and Cobianchi shall be subject to the *substantive laws of Switzerland*. The United Nations Convention on Contracts for the International Sale of Goods of 11 April, 1980 (CISG) shall not apply.

12. Sundries

12.1 Modifications, changes or amendments to the General Terms and Conditions shall be binding only in written form.

12.2 If, at any time, any provision of these GTCs or any other contractual agreement between the parties shall be or become invalid, the validity of the remaining provisions shall not be affected or impaired thereby.

The Parties undertake to remedy possible gaps in these GTCs or in their Contract by agreeing to new provisions meeting the economic and legal purpose of the GTCs, the Contract or the ineffective parts thereof as closely as possible.