

General Terms and Conditions of Business

1. Validity

The following General Terms and Conditions of Business (GTCB) shall regulate the legal relationship between FTA Fahrzeugtechnik AG (hereinafter "FTA") and its customers (hereinafter "Customers") in the territories of Switzerland and the Principality of Liechtenstein.

The legal relationship between FTA and the Customers shall be regulated exclusively by FTA's GTCB. Provisions which deviate from FTA's GTCB, in particular the Customer's GTCB and/or verbal agreements, shall only apply insofar as they have been recognized by FTA in writing.

Should individual provisions of the GTCB be legally invalid, then this shall not result in the remaining provisions of the sale and purchase agreement itself being invalid. The invalid provision shall be replaced by a valid one which shall be deemed to have applied from the outset and comes as close as possible to the economic sense of the invalid provision and to the will of the parties.

2. Offers

FTA offers shall be subject to confirmation and non-binding insofar as nothing else is expressly agreed upon tendering. FTA shall only be bound to verbal or telephone declarations if a subsequent confirmation is issued in writing, by fax or by email.

The documents encompassed in the offer, such as illustrations, descriptions, drawings and details concerning dimensions, characteristics or weight, shall serve solely as information and only be definitive insofar as they are expressly identified as being binding. Drawings and other documents shall remain the intellectual property of FTA.

FTA shall not accept any liability for possible errors or inaccuracies in connection with technical documentation.

A written and/or confirmed offer shall be deemed binding as long as sufficient stocks are available ex warehouse, at the longest, however, for 30 days after the offer has been received by the Customer. The Customer must, furthermore, accept the offer in writing, verbally, by telephone, fax or email in order for it to be valid.

3. Acceptance

A purchase contract shall come into being upon acceptance of an offer. Parallel to this, the Customer shall declare that FTA GTCB apply exclusively.

Following receipt of the order by FTA the Customer shall, as a matter of principle, not be issued with an order confirmation. In such cases, the delivery note respectively the invoice shall also serve as the order confirmation. Should, in exceptional cases, an order confirmation be issued, then its content shall apply in cases of doubt.

The Customer may, as a matter of principle, request changes after a contract has been concluded, insofar as FTA consents in writing to a corresponding request. FTA shall, in this context, inform the Customer what effects the request for changes will have on performance of services, delivery dates and prices.

FTA's offer concerning changes shall be binding for 5 days.

4. Consignments on approval

Consignments on approval must be explicitly identified as such in the corresponding offer and acceptance. They shall be invoiced to the Customer in accordance with the provisions of these GTCB. Should the goods be returned, then FTA shall issue a credit note. The Customer shall bear the shipping costs.

5. Contractual objects

FTA shall undertake to deliver the ordered products to the Customer on the agreed delivery date(s).

The Customer shall undertake to accept and inspect the shipment(s) and to pay the agreed price.

6. Delivery dates

Shipments shall be made within the agreed delivery periods. FTA shall also be entitled to deliver shipments before any agreed delivery date as well as to deliver a consignment in several partial shipments.

In the event of unforeseen obstacles for which FTA is not responsible the delivery date shall be extended. Unforeseen obstacles may, for example, be shortages of raw and operating materials; late or defective deliveries by suppliers; acts of God; epidemics; accidents; illness; major operational disruptions or labour conflicts to a commensurate extent.

7. Delays

Should FTA be in default, then the Customer shall stipulate a reasonable period of time for subsequent performance. Should FTA fail to carry out subsequent performance by the end of this period, then the Customer may withdraw from the contract insofar as he declares this withdrawal immediately.

The Customer shall have **no claim to damages** should FTA be in default.

The Customer shall bear any transport delays for which FTA is not responsible.

8. Place of fulfilment and transfer of risk

The place of fulfilment for the services to be performed by FTA shall be FTA's domicile.

The benefits and risks applying to the goods shall be transferred to the Customer as soon as FTA hands them over for shipment.

Transport insurance in the Customer's name and at his cost shall only be taken out on the Customer's instructions.

9. Prices

Insofar as not otherwise agreed, prices shall be ex works Unterentfelden AG (EXW as per the 2000 Incoterms) **without packaging and excluding value added tax.**

The Customer shall bear the postage and/or shipping costs for goods sent by post or other delivery services.

10. Terms of payment

The Customer shall undertake to pay the invoice within **30 days of the invoice date** strictly net, without any deductions such as discounts, expenses and fees.

FTA shall reserve the right to refuse delivery on invoice without providing any reasons for doing so.

Credit checks

FTA shall reserve the right to have credit checks carried out on Customers and may, for this purpose, forward the corresponding customer data to third parties.

Where custom-made products are ordered, an advance payment to the sum of at least 50% of the sale price shall be due upon conclusion of the contract.

The Customer shall be deemed to be in default if payment has not been made by expiry of these deadlines, without an explicit reminder being issued. FTA shall be entitled to demand 5% interest on any arrears.

The Customer shall only be entitled to offset a debt against any claim he has on FTA if FTA gives its written consent.

11. Warranty

FTA shall grant the Customer a 24-month warranty beginning upon receipt of the goods it delivers. This warranty shall cover flawless material and professional workmanship.

Warranted properties shall be deemed to be only those which were explicitly identified as such in the order confirmation or specifications.

The warranty and liability shall exclude damages which cannot be proven to have been caused by poor material; incorrect design or defective execution. Improper usage; natural wear and tear, defective maintenance, environmental influences, etc. shall thus, for example, be excluded. **The warranty for the load-bearing capacity of wheels and transportation devices shall, in all cases, only apply for maximum speeds of up to 4km/h on even surfaces.** Under no circumstances shall the warranty apply to repairs and assembly work which have not been carried out by FTA as the vendor.

The Customer must inspect the goods received for defects immediately and notify FTA of these defects in writing within 5 days of receipt. Should notifications not be made in the proper form and/or by the deadline, then the goods shall be deemed to have been delivered and accepted in flawless condition.

The Customer shall, in the case of justified complaints concerning defects, have a claim to rectification or substitution at FTA's discretion. Material which proves to be unfit due to a defective property shall be replaced free of charge.

Conversion, reduction and replacement in the event of direct or indirect damages or consequential damages shall be excluded.

12. Right of return

FTA shall only take back goods which were ordered and delivered in an orderly manner within 14 days of receipt. Goods shall, furthermore, only be taken back in exceptional cases and within the framework of the possibilities offered if they are in flawless condition; are not custom-made and insofar as the quantity does not exceed average warehouse volumes. Taking back of goods shall not represent any recognition of a legal obligation. FTA shall, in cases where goods are taken back after 14 days have passed, be entitled to retain **10% percent of the sales price and at least CHF 100** to cover the costs incurred. The Customer shall bear the shipping costs in all cases. Return address: FTA Fahrzeugtechnik AG, Suhrenmattstrasse 18, 5035 Unterentfelden.

13. Retention of title

All shipments to the Customer shall be made subject to retention of title in favour of FTA.

FTA shall be entitled to have retention of title entered into the registry at the Customer's domicile. The purchase object shall only be transferred to the Customer's ownership upon full payment of the invoice.

The Customer shall be obliged to notify changes of address at least 14 days prior to the move in order to allow entry of the retention of title at the Customer's new domicile/place of residence.

Should the Customer fall into arrears with payment of the invoice, then FTA shall be entitled to demand return of the goods delivered at the Customer's expense.

14. Exclusion of liability

FTA's liability shall be limited to the contractual obligations regulated by these terms and conditions. FTA's liability shall, in any case, be limited to wilful intent or gross negligence.

All liability resulting from breach of contract, in particular due to delays; incorrect advice or subsequent impossibility, shall be excluded for direct and indirect damages or consequential damages.

Customer claims for compensation for damages which did not occur to the delivered object itself, such as, in particular, personal injury; production downtimes; loss of use or loss of orders and profit as a result of improper use or instructions shall be excluded, as shall other direct or indirect damages such as, for example, impairment of underlays due to roll marks, etc.

15. Place of jurisdiction

The sole place of jurisdiction shall be Aarau.

16. Applicable law

The legal relationship shall be exclusively subject to Swiss law.

Application of the United Nations Convention on Contracts for the International Sale of Goods ("Vienna Sales Convention") shall be explicitly excluded.

1th October 2019

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