The following terms and conditions of sale and delivery shall apply to all contracts concluded between the Buyer and HARTING AG (hereinafter Supplier) and to the duties thus established. They shall also apply to all future business transactions, even if they have been agreed upon without express reference to these terms and conditions. The Supplier confirms to be contracted to these terms and conditions of sale and delivery and to comply with them. The Buyer’s terms and conditions that conflict with these terms and conditions of sale and delivery and which the Supplier has not expressly agreed to in writing shall not be deemed to have been confirmed. Counter-parties’ written or verbal statements, conclusions and agreements as well as subsidiary agreements - especially if they deviate from these terms and conditions - which were not recorded in the written form, shall not be binding on the Supplier.

2. For deliveries based on one of the contractual formulas of Incoterms, the currently valid Incoterms corresponding to these terms and conditions of sale and delivery are decisive. The trade clauses shall, however, only apply if no differing conditions were agreed upon in special agreements.

3. The Buyer’s order is a binding offer where the Supplier can accept within 2 weeks. The Supplier is not obligated to accept the Buyer’s order. The Supplier’s quotes are subject to change and are therefore not binding unless otherwise agreed in individual cases.

4. II. Retention of title and confidentiality

The Supplier expressly retains the title and copyright to all documents such as calculations, illustrations and drawings that were made available to the Buyer during the negotiation phase for the purpose of fulfilling the order. The Supplier is entitled to the right to offset and to refuse payment if its counterparty does not find itself in payment default. The Supplier does not find itself in payment default if the Buyer behaves contrary to contract, in particular, in the case of default, the Supplier is entitled to withdraw from the contract and demand the return of the retention goods after an appropriate period of grace (Art. 107 and 214 (3) OR) granted to the Buyer. Without proof by the Buyer to the contrary, the Supplier roposes the retention goods, a withdrawal from the contract is constitued.

4. The Buyer now already assigns all claims that accrue to it against its customer or a third party. The Buyer is not entitled to sell the retention goods to the third party. In case of an assignment, the Buyer continues to be entitled to collect, hands over the related documents and notifies the debtor (third party) of the assignment. If the Buyer is entitled to processing and transforming the retention goods by the Buyer shall always be carried out for the Supplier. Should the retention goods be processed or mixed with other items that do not belong to the Supplier, the Supplier shall acquire co-ownership in the new item in the same ratio as that between the value of the retention goods (final invoice amount incl. VAT) and the value of the other processed or mixed item at the time of processing or mixing. The same shall apply to the new item created through processing or mixing as does to the retention goods. In the event that the retention goods are irreversibly combined with other items that do not belong to the Supplier, the Supplier shall acquire co-ownership in the new item in the same ratio as that between the value of the retention goods (final invoice amount incl. VAT) and the value of the other processed or mixed item at the time of processing or mixing. Should the Buyer = supply the retention goods within the normal course of business as long as it properly fulfills its duties under the business relationship with the Supplier and does not find itself in payment default. The Buyer is not entitled to pledge the retention goods or assign them as security. The Supplier is authorized to have the retention goods as security and is in this the amount of the final invoice of all of the Supplier’s claims against the Buyer. If the Buyer’s customer is a current account customer, the advance assignment also relates to the acknowledged debt balance as well as the delivery debt in the event that the customer becomes insolvent. The Supplier accepts the assignment.

5. The Buyer continues to be entitled to collect claims after the assignment. This shall not affect the Buyer’s right of set-off against the Supplier. In addition, the Buyer shall also apply to those written or verbal statements, conclusions and agreements that were made available to the Buyer during the contract conclusion phase for the purpose of fulfilling the order.

6. VI. Extent of obligation to deliver / Small quantities

In addition, excesses or shortfalls of the delivery quantity of up to 10 percent are binding on the Buyer for custom productions. This shall also apply if deliveries are specific quantities were agreed, as well as individual partial deliveries.

4. IV. Dispatch / Packaging

1. Loading and dispatch occur at the Buyer’s risk in accordance with Incoterms 2010

FCA - Free Carrier (Espelempfung), Germany, unless otherwise explicitly agreed upon in regard to type of dispatch and shipping route, the Supplier shall endeavour to take the Buyer’s requests and consider into composition; additional costs thus incurred - also when carriage paid was agreed - shall be borne by the Buyer. Notification of readiness of dispatch shall be considered equal to dispatch.

2. At the Buyer’s request, packaging the goods is done with the greatest care, dispatch to the Buyer’s address. However, without expenses to the Supplier. In this case the Buyer shall bear the costs.

3. Should the date of dispatch or delivery originally agreed upon be postponed at the Buyer’s request, the Supplier shall store the goods at the Buyer’s expense and risk for it. In the case of goods that are priced 1% above the list price, the Supplier may, starting with the month following the month notification of readiness for dispatch was made.

4. In the Buyer’s request and expense, the Supplier shall ship the goods to the Buyer at own account.

5. Credit prices / Delivery dates

1. Prices are only valid for the relevant confirmed order, FCA - Free Carrier (Espelempfung), Germany, excluding packaging and customs duties, unless otherwise agreed in individual cases. In the event of a change in customs or excise duties, prices are quoted in CHF and are net value plus value added tax. The Supplier’s invoices must be paid without deducting a discount, unless otherwise expressly stipulated.

2. The delivery periods/delivery dates quoted by the Supplier are for information only and are therefore not binding on the Supplier, unless they were specifically agreed as mandatory.

3. The delivery period quoted by the Supplier only begins when technical questions that have been clarified and written consent regarding the order is on hand. In addition, the Buyer must fulfill all duties incumbent on it properly and in time, in particular, deliver the necessary documents and the materials to be provided on time, issue approvals and other permits and fulfill the agreed upon payment terms.

4. Should the agreed delivery period exceed two months from conclusion of contract from the Supplier reserves the right to change the price accordingly, if there is an increase or decrease in the purchase price or if there are changes in the market due to material price changes. The changes shall be notified to the Buyer if so requested. Should the price change exceed the prices quoted at conclusion of contract by 10%, the Buyer is entitled to withdraw from the contract.

6. VII. Risk of delivery

1. The risk of incidental deterioration and incidental destruction of the contractual object is transferred to the Buyer as soon as the ready-to-operate delivery has been properly handed over to the Buyer, its representatives or vicarious agents. In particular, in the case of delivery to the Buyer based on its own account and without express agreement on condition they can be returned without delay to the Supplier. The Buyer is entitled to exercise the right to refuse payment at its counter-claim is based on the same business transaction.

2. The Buyer is only entitled to the right to offset to and to refuse payment if its counterparty has been legally determined, are undischarged or have been accepted by the Supplier. In addition, the Buyer is only entitled to exercise the right to refuse payment if its counter-claim is based on the same business transaction.

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3. The delivery period quoted by the Supplier only begins when technical questions that have been clarified and written consent regarding the order is on hand. In addition, the Buyer must fulfill all duties incumbent on it properly and in time, in particular, deliver the necessary documents and the materials to be provided on time, issue approvals and other permits and fulfill the agreed upon payment terms.

4. Should the agreed delivery period exceed two months from conclusion of contract from the Supplier reserves the right to change the price accordingly, if there is an increase or decrease in the purchase price or if there are changes in the market due to material price changes. The changes shall be notified to the Buyer if so requested. Should the price change exceed the prices quoted at conclusion of contract by 10%, the Buyer is entitled to withdraw from the contract.

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X. Acceptance and fulfilment

1. The Buyer must accept or approve ordered products, especially custom-made products, even if they exhibit insignificant deviations which do not interfere with the function of the product.

2. Acceptance within the meaning of Section X. of these Terms and Conditions shall require that the goods are ready for dispatch, shall be considered to be the fulfillment of the delivery contract.

XI. Warranty

1. The Buyer must inspect the delivered products for visible defects immediately and make sure that the goods are delivered complete and in a suitable condition, and that the quantities correspond to the contract. The Buyer shall immediately notify the Supplier of any visible defects that it does not properly meet its obligations to inspect and make notification of defects.

2. Assurances are only considered assurances if they are specifically marked as such and are unmistakably recognisable as such.

3. If there is a defect on the purchased item, the Supplier is entitled to decide to either remove the defect or to deliver a new defect-free item within an appropriate period (suitable for the type of goods). If the Supplier does not remove the defect or deliver a new defect-free item, the Buyer may have the defect removed by a third party or may claim compensation for the defect.

4. If the removal of defect is not performed within an adequate period of time, the Buyer can - irrevocably and without prejudice to the warranty claims - unilaterally rescind the agreement, reduce the purchase price or withdraw from the contract if the goods accepted are not suitable for the intended purpose due to the defect. If the notice of a defect is unjustified, the Supplier is entitled to have the Buyer reimburse all expenses necessary for the removal of the defect, in particular, transport, travel, labour and material costs, as long as these are not increased by the fact that the contract object was moved to a different location than the place of fulfilment. If notification of a defect was unjustified, the Supplier is entitled to have the Buyer reimburse all expenses incurred, provided the Buyer has recognised or neglected not to recognise that there is no defect, but that the cause of the claimed symptom lies within claims for material defects do not exist.

5. If the Supplier is liable pursuant to legal provisions should the Buyer assert compensation claims that are based on intent or gross negligence, including intent or gross negligence of the Supplier's representatives and vicarious agents. Furthermore, the Supplier is liable for the breach of an assurance as well as for injuries to life limb and health for which it is responsible.

6. With the exception of claims for compensation for material defects, the Supplier does not accept any and all claims for compensation for defects due to special external influences that were not expected pursuant to the contract as well as software errors that cannot be replicated. If the Buyer or third parties conduct improper alteration and maintenance work, then warranty claims can also not be asserted for this and the consequences thus resulting.

7. If a data carrier or a document that was delivered is faulty, the Buyer can only claim compensation for direct losses (hereinafter: claims) if the Supplier's representatives and vicarious agents are responsible for the defect. If the Supplier does not choose a different type of subsequent performance, removal of the defect is unless justified, the Buyer shall bear all expenses necessary for the removal of the defect, in particular, transport, travel, labour and material costs, as long as these are not increased by the fact that the contract object was moved to a different location than the place of fulfilment. However, if a data carrier or a document that was delivered is faulty, the Buyer can only claim compensation for direct losses if the Supplier's representatives and vicarious agents are responsible for the defect.

8. If the Supplier does not choose a different type of subsequent performance, the Buyer may have the defect removed by a third party or may claim compensation for the defect. However, if the Supplier does not choose a different type of subsequent performance, the Buyer may have the defect removed by a third party or may claim compensation for the defect. In case of a transfer of the right of use to third parties, the Buyer must notify the Supplier.

9. The Buyer is only allowed to make a copy of the software that is used exclusively for security purposes (security copy). The security copy must be marked as such and safely stored by the Buyer. Otherwise, the Buyer may only copy the software within the scope of the legal and contractual conditions and with the hardware delivered with the respective software. The Supplier must expressly consent in writing to using the software with another machine and, when using the software only as part of a replacement machine, the Buyer must ensure that the software is provided by the Supplier. The Buyer must ensure that the third party is not granted additional rights to use the software than the Buyer is entitled to according to this Section XIII., and that at least the existing duties under the contractual obligation and due to impermissible conduct are excluded if the software is copied.

10. The Supplier is liable pursuant to legal provisions should the Buyer assert liability claims that are based on intent or gross negligence, including intent or gross negligence of the Supplier's representatives and vicarious agents. Furthermore, the Supplier is liable for the breach of an assurance as well as for injuries to life limb and health for which it is responsible.

11. If liability for defects towards the Buyer is excluded or limited, this is also valid for the Supplier's representatives and vicarious agents, except for gross negligence, a lack of guaranteed characteristics of the goods as well as injury to life, limb and health. If the Supplier is responsible for a breach of essential contract duties due to slight negligence, liability is limited to the purchase price of the goods. Essential contract duties are those duties whose violation by the Supplier makes the proper implementation of the contract possible, but breached jeopardises the attainment of the contract purpose, and those that the Buyer can extraordinarily expect to be fulfilled. If the Buyer proves that he was considerably injured by the Supplier's fault, the above provisions are not associated with a change of the burden of proof to the Buyer's disadvantage.

12. The Supplier is liable pursuant to legal provisions should the Buyer assert for alterations made by the Buyer or third parties and the consequences thus arising, the Buyer may retract, if the Buyer or third parties conduct improper alteration and maintenance work, then warranty claims can also not be asserted for this and the consequences thus resulting.

13. If the Buyer is given software for which the Supplier only has a derivative right (third party software), the conditions of use agreed between the Supplier and its licensor shall additionally apply and have precedence over the provisions of this Section XIII.

XII. Compensation

1. The Buyer's claims for defects and for the reimbursement of expenses (hereinafter: compensation claims), irrespective of the legal reason, in particular, due to breach of duties under the contractual obligation and due to impermissible conduct are excluded if they exceed the measure described in these terms and conditions and of sale and delivery.

2. The Supplier is liable according to legal provisions for its own faults and the faults of its representatives and vicarious agents. Furthermore, the Supplier shall be liable for defects due to slight negligence, liability is limited to the purchase price of the goods. Essential contract duties are those duties whose violation by the Supplier makes the proper implementation of the contract possible, but breached jeopardises the attainment of the contract purpose, and those that the Buyer can extraordinarily expect to be fulfilled. If the Buyer proves that he was considerably injured by the Supplier's fault, the above provisions are not associated with a change of the burden of proof to the Buyer's disadvantage.

3. Should the Buyer be entitled to compensation claims according to this Section XII., the Buyer may only claim the contract price. Legal statutes of limitations shall apply to compensation claims under the product liability law, in case of intent, gross negligence, injury to life, limb and health or due to a breach of essential contract duties.

4. If liability for defects towards the Buyer is excluded or limited, this shall also apply to the Supplier's representatives, employees, colleagues, representatives and vicarious agents.

XIII. Use of software, providing software

1. This Section XIII. shall apply exclusively to providing standard software, which has been supplied for use as part of or in connection with a delivery of the associated hardware (hereinafter called "software") as well as to the entire delivery if a breach of obligation or an impairment of performance originates from the software. For the rest, the Buyer shall additionally apply and have precedence over the provisions of this Section XIII.
together with the multi-licence. The Buyer must record where all copies are located and show this to the Supplier on request.

XIV. Buyer’s samples and documents
1. Unless there is an agreement to the contrary, samples are always delivered free of charge and are otherwise only approximately decisive.
2. If the Buyer has made drawings, documents or other information available, it guarantees that the contracted use of these drawings, documents or other information does not violate any third party rights.

XV. Proviso, end-use certificate
1. Concluding individual contracts and the respective fulfilment of the contract by the parties is subject to the proviso that no obstacles due to national or international legal provisions, especially export control regulations, conflict with this.
2. The Buyer undertakes to furnish a binding end-use certificate in terms of valid export control regulations on request.
3. Each party must adhere to all valid laws and regulations when fulfilling its duties, including all laws, regulations, standards and requirements relating to consumer protection, health, safety, the environment, customs, import/export etc. on an international, national, country-specific or country and local level. In particular, the Buyer shall adhere to all anti-corruption laws and declares that the goods (including possible technical data associated with them) are not exported to, sold in or otherwise relocated to a country which is not the country specified in the address on the front of these terms and conditions of sale and delivery. The Buyer undertakes to adhere to all valid import, export, customs, licensing and product registration requirements.
4. If the Supplier's products are installed, used, distributed as well as exported, the Buyer shall expressly indicate that exporting the products could be subject to a permit issued by the State Secretariat for Economic Affairs SECO pursuant to the Federal Act on War Material (KMV) and the Export Control Regulations (GKV). The Buyer is responsible to make the possibly necessary permit applications on time and in proper form.
5. Should the Buyer request that the Supplier delivers the goods directly to an international recipient, the Buyer is responsible to make the necessary declarations to the Supplier and furnish the permit applications on time and in proper form.

XVI. Place of fulfilment / Legal venue / Applicable law
1. Unless otherwise agreed, the place of fulfilment for all payments including returns is Volketswil, Switzerland.
2. The exclusive local and international legal venue is the court responsible for the Supplier's registered office. However, the Supplier is also entitled to bring action at the Buyer’s registered office or choose an arbitration in terms of Section XVII. as an active or passive participant. As future respondent in a legal action, the Supplier is, however, obligated at the Buyer's request to exercise its option pursuant to sentence 2 of this paragraph immediately, even before litigation.
3. Swiss substantive law shall govern the legal relationships in connection with this contract, under the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

XVII. Arbitration
Should the Supplier choose arbitration to settle disputes, the final decision shall be made according to the Swiss Rules of International Arbitration of the Swiss Chambers’ Arbitration Institution under the exclusion of legal recourse. Unless otherwise agreed, the legal venue shall be determined according to the above Section XVI. No. 2; the court of arbitration should have one arbitrator; the language of proceedings is German.

XVIII. Transferability of the contract
The Buyer may only transfer its rights from the contract to third parties after the Supplier gives its prior consent.

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