

General Conditions of Sale and Delivery of e+a Elektromaschinen und Antriebe AG (in the following referred to as "e+a")

§ 1 General Conditions

The following general conditions of sales and delivery shall be an integral part of every sales contract and/or order confirmation. These conditions shall prevail over the buyer's purchasing conditions, should there be any. These general conditions of supply shall be binding if declared applicable in the tender or in the order acknowledgement. Any conditions stipulated by the customer which are in contradiction to these general conditions of supply shall only be valid if expressly acknowledged by the supplier in writing.

This principle shall apply, as long as no other conditions have been expressly agreed in writing. Without written consent by e+a, any verbal or collateral agreements remain without effect.

§ 2 Liability of quotations

All quotations, including those in catalogues, price lists etc. shall be non-binding.

A contract shall become valid only through written confirmation (order confirmation) by e+a of a verbal or written order. The written form includes transmissions by fax or e-mail.

§ 3 Plans and technical documents

Without supplementary agreements, brochures and catalogues are not binding. Information on technical documents is only binding if this has been expressly guaranteed.

Every contract party shall retain the rights to all plans and technical documents (drawings, descriptions, duties record books, specifications, figures and so on), that were handed to the other party. The receiving contract party shall acknowledge these rights and shall not copy, duplicate or allow partial or complete access to third parties without previous written authorisation of the other contract party, or use them for purposes other than those for which they were given over. All plans and technical documents must be returned to e+a should this be requested.



§ 4 Regulations in the country of destination, and protective devices

The buyer shall notify e+a, at the latest when placing the order, as to any regulations and standards with regard to the execution of the order, obligations and operation, as well as health and safety.

In the absence of other agreements, the deliveries and obligations shall comply with the regulations and standards at the seat of the buyer, as communicated to e+a according to paragraph 1 above. Additional or other protective devices shall be supplied, as far as this is expressly agreed.

§ 5 Delivery

The agreement set out in the order confirmation is authoritative with regard to the scope and execution of the delivery.

The delivery dates shall be agreed by means of the order confirmation or by a separate agreement. Delivery dates confirmed in writing shall be met if possible. The customer shall be notified about delays affecting delivery dates resulting from internal or external problems. Late deliveries shall not give entitlements to cancellations or compensation claims. Delayed delivery shall not entitle the buyer to revoke the contract.

If the delivery is delayed at the fault of the buyer, e+a shall be entitled to charge the buyer for expenses incurred through storage, and, after the lapse of any new deadline that had been communicated to the buyer, e+a shall be entitled to use the articles of that sale for other purposes, and to provide the buyer with the goods at a later delivery date.

Depending on the scope of the order, partial shipments shall be permissible. Changes of construction and form of the delivery goods during the delivery period shall be permissible, as long as the object of contract does not change considerably in terms of function or form, and as long as it is reasonable to assume that the change would be acceptable to the buyer.



§ 6 Prices

In the absence of any other written agreements - all prices are net, ex works, without packaging, in Swiss Francs, without any deductions.

The costs of assembly, installation, initial operation and acceptance tests are not included in any prices, so far not explicitly agreed upon in a written form and confirmed by e+a.

Any and all additional charges, such as, but not limited to, freight charges, packaging, insurance premiums, fees for export, transit, import and other permits, as well as for certifications, shall be borne by the customer. Likewise, the customer shall bear any and all taxes, fees, levies, customs duties and the like which are levied out of or in connection with the contract, or shall refund them to the supplier against adequate evidence in case the supplier is liable for them.

Printed price lists and catalogues are subject to change at any time.

§ 7 Payment conditions

Payment is due thirty days from the invoice date, without deduction of any cash or other discounts, in Swiss Francs, at the seat of e+a, provided no other payment conditions have been agreed in writing. e+a shall be entitled to request prepayment or down-payments at their discretion. Partial deliveries, as well as later deliveries of additional equipment, shall be invoiced separately, for which the above mentioned payment conditions shall apply.

The payment deadlines shall also have to be met if transport, delivery, assembly, installation, commissioning or acceptance are delayed or disabled by reasons not caused by e+a, or if non-essential parts are missing or if subsequent work is necessary that does not deny the use of the goods delivered.

Should the buyer be in arrears with payments, or if there are doubts as to his or her capacity or willingness to pay, e+a shall be entitled to countermand the agreed payment terms, without affecting property rights, or to withdraw from the contract after reasonably extending the original term, and claim compensation for damages arising from non-payment.

If the buyer does not meet the payment deadlines agreed, he or she shall have to pay interest for late payment from the date when the payment was due, according to the usual interest terms at the buyer's domicile, however at least 4% above the Swiss National Bank rate in force at the time. e+a reserves the right to claim further compensation for damages.

Payments may not be reduced or withheld on the grounds of complaints, or of requests which were not agreed. Setting off the payment against other than undisputed or



judicially determined counterclaims shall require an expressly written agreement.

§ 8 Transmission of utility and risk

Utility and risk shall be passed on to the buyer at the latest when the goods leave the works.

If dispatch is delayed at the buyer's request, or for other reasons for which e+a are not responsible, the risk shall be passed on to the buyer at the time that was originally foreseen for dispatch ex works. From this moment the delivery goods shall be stored and insured at the buyer's expense and risk.

§ 9 Transport and Insurance

Special requests regarding dispatch, transport and insurance shall have to be communicated to e+a in good time. Transport shall be effected at the cost and risk of the buyer.

Complaints relating to dispatch or transport must be notified to the last freight haulier immediately on receipt of the goods or freight documents.

Insurance against damages of any kind shall be the responsibility of the buyer.

§ 10 Property provisions

The goods delivered or stored shall remain the property of e+a until full payment of the purchase price. On request of e+a the reservation of title shall be registered in the required form.

§ 11 Assessment and acceptance of delivery and performance

The buyer must check delivery and performance within a reasonable period, and e+a must be notified immediately in writing as to any deficiencies. If the buyer fails to do so, delivery and performance shall be deemed accepted.

For repair under guarantee, products and components must be shipped, freight paid, to e+a Kaufmann AG Elektromotorenbau, Aeussere Kanalstrasse 31, 5013 Niedergösgen, Switzerland.



If the buyer requests the goods to be repaired in situ, travel expenses and any overtime shall have to be paid to e+a. A cost guarantee shall be issued in advance for anticipated expenses.

§ 12 Warranty

e+a shall be obliged to execute deliveries according to the contract, and to meet warranty obligations as described in the following.

§ 12.1 Guarantee period

In the absence of any other written agreements, a 12-month guarantee period shall generally apply. It starts when the supplies leave the works.

The 12-month guarantee period shall also apply to spare parts. However, this will not extend the guarantee to the whole object of purchase.

The guarantee expires prematurely if the customer, in case of a defect, does not immediately take all appropriate steps to mitigate the damage and give the supplier the possibility of remedying such defect. Any claim for warranty shall cease to have effect if the buyer or a third party administers any changes to the goods delivered. Excepted are all professional operations, which are necessary in the framework of Stator and Rotor machining and approved by the supplier (machining of the outer diameter of the stator or machining of the inner and outer diameter of asynchronous rotor elements respectively).

§ 12.2 Liability for defects in material, design and workmanship

Upon written request of the customer, the supplier undertakes at its choice to repair or replace as quickly as possible any parts of the supplies which, before the expiry of the guarantee period, are proved to be defective due to bad material, faulty design or poor workmanship. In the case of e+a replacing the parts, for which a complaint has been made, they shall become the property of e+a. The supplier shall bear the costs of remedying the defective parts in its works. If the repair cannot be carried out in supplier's works or the customer calls upon the supplier to carry out any repair or replacement activities in the customer's works, the customer shall bear all the costs of transport, personnel, travelling, living, dismantling and reassembly of the defective parts.

§ 12.3 Exclusions from the liability for defects

Excluded from supplier's guarantee and liability for defects are all deficiencies which cannot be proved to have their origin in bad material, faulty design or poor workmanship, e.g. those resulting from normal wear, improper maintenance, failure to observe the operating instructions, excessive loading, use of any unsuitable material, influence of chemical or electrolytic action, building or erection work not undertaken by the supplier, or resulting from other reasons beyond supplier's control.



§ 12.4 Supplies and services of subcontractors

For objects purchased from subcontractors, the warranty shall be restricted to the scope of the guarantee conditions provided by the producer companies.

§ 12.5 Exclusivity of guarantee claims

With respect to any defective material, design or workmanship as well as to any failure to fulfil express warranties, the customer shall not be entitled to any rights and claims other than those expressly stipulated in clauses 12.1 and 12.4.

§ 12.6 Liability for additional obligations

The supplier is only liable to the extent of unlawful intent or gross negligence as far as claims arising out of faulty advice and the like or out of breach of any additional obligations are concerned.

§ 13 Non-performance, bad performance and their consequences

In all cases of bad performance or non-performance not expressly covered by these general conditions of supply - in particular if the supplier, without valid reasons, starts execution of the supplies and services so late that punctual completion is unlikely to be foreseen, or if an execution contrary to the terms of the contract can be clearly foreseen due to supplier's fault, or if the supplies and services have been executed contrary to the terms of the contract due to supplier's fault -, then the customer shall be entitled to grant a reasonable additional period for the supplies or services affected thereby by simultaneously warning to terminate the contract in case of non-compliance. If such additional period lapses due to supplier's fault, the customer shall be entitled to terminate the contract with respect to the supplies or services executed, or certain to be executed, contrary to the terms of the contract, and to claim a refund of the payments already made for such supplies or services.

In such case clause 15 shall apply with regard to any claims for damages on the part of the customer and with regard to the exclusion of any further liability, and any claim for damages shall be limited to 5 per cent of the contract price for the supplies and services affected by the termination.

§ 14 Termination of the contract by the supplier

The contract shall be adapted appropriately, if unforeseen events considerably change the economic effect or the content of the supplies or services or considerably affect the activities of the supplier, or if performance subsequently becomes impossible. In so far as such adaptation is economically not justifiable, the supplier shall be entitled to terminate the contract or the parts affected thereby.

If the supplier wishes to terminate the contract it shall – after having recognised the consequences of the event – immediately inform the customer; this applies even if an extension of the delivery time has been agreed before. In case of termination of the contract the supplier shall be entitled to the payment of those parts of the supplies and services which have already been carried out. Claims for damages on the part of the customer because of such termination are excluded.

§ 15 Exclusion of further liability on the supplier's part

All cases of breach of contract and the relevant consequences as well as all rights and claims on the part of the customer, irrespective on what ground they are based, are exhaustively covered by these conditions of supply.

Further claims and liabilities, particularly claims for damage compensation and consequential damages of any kind, retention of payments, repudiation of contract or diminution of the purchase price shall be ruled out. In no case whatsoever shall the customer be entitled to claim damages other than compensation for costs of remedying defects in the supplies. This in particular refers, but shall not be limited, to loss of production, loss of use, loss of orders, loss of profit and other direct or indirect or consequential damage. In particular, e+a shall not be held liable for any claims by third parties.

§ 16 Right of recourse of the supplier

If, through actions or omissions of the customer or of persons employed or appointed by it to perform any of its obligations, personal injury or damage to the property of third parties occurs and if a claim is made against the supplier, then the latter shall be entitled to take recourse against the customer.

§ 17 Dealing with the SARS-CoV-2 virus pandemic

These general terms and conditions of business (T&C) are being implemented in the midst of the global spread of the coronavirus Covid-19. Due to these circumstances and with no awareness of how the situation will develop, the parties accept that it may not be possible to adhere to the delivery date stated. For this reason, the parties agree that this delivery date is not binding and can be adjusted insofar as at least one of the following events occurs:

- as a result of measures ordered by the Swiss authorities, the supplier has to limit or stop production. The reason for limiting or stopping production must be directly or indirectly connected to the virus, its spread, preventing its further spread, etc. (e.g. direct official measures, many cases of infection amongst the supplier's workforce, measures to comply with the supplier's duty of care to its workforce, etc.);
- a component or material bought-in by the supplier can only be obtained with a delay. This is irrespective if the reason for the delay is due to the sub-supplier, to a third party (e.g. other suppliers in the supply chain, interruption in the supply chain for material) or to restrictions in logistics (e.g. limited transport capacities);
- a component or material bought-in by the supplier is not available in sufficient quantity despite searching for alternatives. The supplier is released from the search for alternative sources of supply, if the component or material can only be obtained from a single supplier;
- the additional cost of procuring a component or material exceeds 10% of the usual purchase price, insofar as this component or material cannot be replaced by a cheaper alternative of the same quality;

After the lifting of the last measure by the Swiss authorities, the supplier cannot start up production to the extent needed for reasons directly or indirectly connected to the virus, its spread, preventing its further spread, etc. (e.g. direct official measures, many cases of infection amongst the supplier's workforce, measures to comply with the supplier's duty of care to its workforce, etc.).

If any one of these events occurs, the supplier shall not be considered in default on expiry of the delivery date and thus no consequences of default shall apply. No contractual penalty, compensation for damages nor any other indemnification shall be owed. The parties shall agree a new later delivery date taking adequate account of the circumstances. If no agreement can be reached, the delivery date shall be automatically postponed by the time from the occurrence of the first event to the cessation of the last event.



§ 18 Place of performance, applicable law and place of jurisdiction

Place of jurisdiction and performance is at the seat of e+a in CH-4313 Möhlin, Switzerland. e+a reserves the right to take legal action against the customer at an alternative competent court.

The legal relationship is subject to Swiss law. Any differences shall be settled by mutual consent wherever possible.

The ineffectiveness of one article of these general conditions of sale and delivery shall not impede the effectiveness of the remaining provisions. In this case, the parties must replace the ineffective provision by an effective one that complies with the aims of the ineffective one as far as possible.