

General Terms and Conditions for Purchase of Goods and / or Services

1. Definitions

- 1.1. In this document, the following terms shall have the following meanings:
- “Contract” a written Contract, a written Agreement and / or the Order for the purchase of Goods, Services and Work Products, which is accepted by Supplier (either expressly by written statement or impliedly by fulfilling the contract in whole or in part), in any case including the General Terms and Conditions for Purchase of Goods and/or Services by PFIFFNER.
- “Customer” PFIFFNER acting as Customer / Buyer / Purchaser ordering / purchasing Goods, Services and/or Work Products from Suppliers .
- “Delivery” delivery completion of Goods and/or Work Products by Supplier according to INCOTERMS 2010 DAP, ramp PFIFFNER, 5042 Hirschthal, Switzerland, unless agreed otherwise in the Contract.
- “Order” the Order issued by the Customer to the Supplier for the Purchase of Goods, Services and/or Work Products, as specified in the Order, which is subject to the General Terms and Conditions for Purchase of Goods and/or Services by PFIFFNER respectively the Contract.
- “Party” either Customer or Supplier.
- “PFIFFNER” PFIFFNER Instrument Transformers Ltd. (PFIFFNER Messwandler AG)
- “Supplier” the Party which delivers/provides Goods, Services and/or Work Products to the Customer according to the Contract.

2. General, Orders, Conclusion of Contract

- 2.1. In any case the General Terms and Conditions for Purchase of Goods and/or Services by PFIFFNER do apply. These General Terms constitute an integral part of the Purchasing, Service or Work and Services Agreement and shall be deemed agreed upon even if Supplier accepts or performs the Order referring to his Conditions of Delivery. The Suppliers Conditions of Delivery are only valid to the extent to which they have been expressly accepted by PFIFFNER in the Contract. Absence of response shall never be considered acceptance of such Suppliers Conditions.
- 2.2. If there are contradictions between the General Terms and Conditions for Purchase of Goods and/or Services and the Contract, the provisions set out in the Contract shall prevail.
- 2.3. In addition to the General Terms and Conditions for Purchase of Goods and/or Services and to the contractual provisions, the terms and conditions of the Swiss Code of Obligations (CO) shall apply.
- 2.4. Only written Orders by the Customer are valid. Electronic Orders are deemed to be in written form. Other Orders and Agreements require a written confirmation from the Customer to be binding.
- 2.5. Orders shall be confirmed immediately by the Supplier, unless delivered immediately. Confirmation and a binding delivery date shall be given within 3 working days, otherwise PFIFFNER is not bound by the Order.
- 2.6. Supplier shall deliver latest at the time of acceptance of the Contract the following minimum information (unless where explicitly not required by Customer): Order number, date of

Order, number of packages and content, the customs tariff numbers of the country of consignment and the countries of origin for all Goods and/or Work Products to be delivered.

- 2.7. Amendments to the Purchasing, Service or Work and Services Agreement must be mutually agreed in writing to become effective.

3. Property of PFIFFNER / Confidentiality

- 3.1. Provided papers, data, drawings, objects such as moulds, tools, apparatuses, etc. that are placed at Suppliers disposal by Customer or which Supplier has constructed for Customer and were paid by Customer, remain Customers property. Without Customers written consent such data or objects shall not be used, duplicated or made accessible to any third party. Work Products that are constructed by means of PFIFFNER's property, PFIFFNER's information or significant involvement of PFIFFNER during development, shall not be delivered to any third party without Customer's written consent.
- 3.2. Tools and apparatuses, which were paid by PFIFFNER and that are stored at Supplier, remain PFIFFNER's property. Supplier ensures the maintenance and the functionality, without incurring any costs for PFIFFNER. Considering special provisions, PFIFFNER is entitled to collect and relocate any objects stored at Supplier, without incurring any costs for PFIFFNER.

4. Prices, Shipment, Packing

- 4.1. Prices in Supplier's offer are fixed prices and include load respectively postage and packing.
- 4.2. Readiness for shipment shall be reported to Customer in writing.
- 4.3. Without any special provisions, INCOTERMS 2010 DAP, ramp PFIFFNER, 5042 Hirschthal, Switzerland do apply to the delivery. The risk transfers from Supplier to Customer when the goods are delivered to named place ready for unloading.
- 4.4. The packing of the Goods and/or Work Products has to be recyclable, so that an environmentally responsible disposal is ensured. Otherwise, the Supplier is billed for disposal and additional expenses.

5. Delivery Time, Delayed Delivery

- 5.1. Supplier guarantees to comply with the contractually agreed terms. The receipt of the Goods at the place of unloading or at location named by PFIFFNER is relevant for compliance with delivery date or delivery time.
- 5.2. Supplier is obligated to immediately report recognisable delays in delivery to the Customer in writing and under specification of the estimated exceeding of delivery date respectively period.
- 5.3. If the Delivery of Goods and/or Work Products or the Provision of Services does not comply with the agreed date(s) then, without prejudice to any other rights which it may have, Customer shall have the right to (i) terminate the Contract in whole or in part, (ii) refuse any subsequent delivery of the Goods and/or Work Products or provision of Services which Supplier attempts to make, (iii) recover from Supplier any expenditure reasonably incurred by Customer in obtaining the Goods, Services and/or Work Products in substitution from another Supplier, (iv) claim damages for any additional costs, loss or expenses incurred by Customer which are reasonably attributable to Supplier's failure to deliver the Goods and/or Work Products, or to provide the Services on the agreed date, and (v) claim additional compensation for liquidated damages as agreed in the Contract.
- 5.4. Any Delivery prior to the agreed delivery date needs PFIFFNER's written consent.

6. Shipping Documents, Invoice

- 6.1. Upon Delivery of Goods and/or Work Products to PFIFFNER's ramp or to the location named by PFIFFNER, Supplier shall provide Customer with a delivery note.
- 6.2. The original invoice in duplicate shall be submitted to Customer and shall not be enclosed to the Delivery.
- 6.3. The Order number and, if available, the item number from PFIFFNER shall be apparent on all documents.
- 6.4. PFIFFNER is entitled to name mode of Shipment and Carrier. Otherwise Supplier is obliged to choose mode of shipment most favourable to PFIFFNER.

7. Warranty

- 7.1. Supplier warrants that the delivery items are free from defects and rights of third parties and comply with the contractually agreed specifications and requirements as well as conditions regarding materials, workmanship and generally accepted practices, procedures and standards of the respective industry and are fit for the purposes for which Goods, Services or Work Products of the same description or the same or similar type would ordinarily be used and keep the functionality and performance as expected by Customer according to Supplier's information, documentation and statements.
- 7.2. PFIFFNER is entitled to inspect the Goods and/or Work Products in the ordinary course of business. Supplier abstains from the objection of delayed letter of complaint, if defects are immediately notified to Supplier in writing and if not identified defects are immediately notified to Supplier in writing after discovery.
- 7.3. Unless otherwise agreed in the Contract, the warranty period of the delivery item shall be 24 months from initial operation respectively from first use of final good.
- 7.4. If defects appear on delivery item during warranty period Supplier shall, after written letter of complaint and during a time period named by Customer, perform rectification of defects or replacement delivery free of charge. In cases of urgency and in defence of disproportionate damages PFIFFNER is entitled to rectify defects itself or to order a third party to do so. Costs arising from such rectifications of defects shall be borne by Supplier up to three times the amount of the delivery value. The same applies, if Supplier did not rectify defects successfully during a time period named by Customer.

8. Origin of Goods, Preferences

- 8.1. Supplier encloses a notation of Origin of Goods (Origin of Goods and customs tariff number) to the invoice or has the Origin of Goods authenticated by a Chamber of Commerce.
- 8.2. Supplier is liable for damages arising from absence of a notation of Origin of Goods including foreign import duty investigations, fines and the like.

9. Data Protection

- 9.1. PFIFFNER and Supplier agree with the storage of personal data.
- 9.2. Supplier obliges to treat not apparent details that are commercial or technical and made known to him through business connection with PFIFFNER as confidential.
- 9.3. Supplier shall restrict disclosure of such confidential material to such of its employees, agents or subcontractors or other third parties as need to know the same for the purpose of the provision of the Goods, Services and/or Work Products to Customer. Supplier shall ensure that such employees, agents, subcontractors or other third parties are subject to and comply with the same obligations of confidentiality as applicable to Supplier and shall be liable for any unauthorized disclosures.

10. Business Ethics

- 10.1. Supplier guarantees hereby that he is not going to directly or indirectly make any payments, gifts or other commitments to its customers, office-bearers or employees/bodies of PFIFFNER or third parties contrary to applicable law (including the U.S. Foreign Corrupt Practices Act and the UK Bribery Act) and that he has no knowledge of other people doing so. Supplier shall comply with all relevant laws, regulations and arrangements regarding bribery and corruption.
- 10.2. Nothing in these General Terms and Conditions for Purchase of Goods and/or Services oblige PFIFFNER to reimburse Supplier for such payments or commitments.
- 10.3. Supplier guarantees that its Products do not contain Conflict Minerals according to the U.S. Dodd-Frank Wall Street Reform and Consumer Protection Act (Conflict Minerals Act), which originate from mines and mining operations that support conflicts in the Democratic Republic of Congo or in bordering states.
- 10.4. The relevant violation of any provision in this section (Business Ethics) entitles PFIFFNER to terminate the Contract with immediate effect, other rights and claims of PFIFFNER out of this Contract or by rights remaining unaffected. Supplier is obliged to exempt PFIFFNER from any obligations, liabilities, costs and expenses which PFIFFNER is exposed to as a consequence of an infringement of a provision in this section (Business Ethics) by Supplier or due to termination of this Contract.
- 10.5. Supplier ensures that it timely receives a copy of the Code of Conduct by PFIFFNER. Supplier has the opportunity to receive Code of Conduct via web-page of PFIFFNER. Supplier shall perform its contractual obligations in accordance with ethical Codes of Practice, which essentially correspond to the Code of Conduct by PFIFFNER. Supplier ensures that its employees, agents and subcontractors act accordingly during the execution of this Contract.

11. Severability Clause

- 11.1. The invalidity or unenforceability of any term or of any right arising pursuant to the Contract shall not adversely affect the validity or enforceability of the remaining terms and rights, and the Contract shall be given effect as if the invalid, illegal or unenforceable provision had been deleted and replaced by a provision with a similar economic effect to that of the deleted provision if this can be achieved by another provision.

12. Place of Fulfilment, Place of Jurisdiction and applicable Law

- 12.1. Place of Fulfilment for Deliveries and Services is the location named by PFIFFNER, and for Payments the Domicile of the Company. Exclusive Place of Jurisdiction is Aarau/AG, Switzerland.
- 12.2. The contractual relationships between the parties shall be exclusively governed by Swiss Law. The application of the United Nations Sales Convention on Contracts for the International Sale of Goods (UN Sales Convention, in force since 1 March 1991), conflict of laws rules and principles and any other treaties are expressly excluded in full.
- 12.3. Differences of opinion do not entitle the Supplier to interrupt the work or to refuse to perform any work or deliveries pursuant to the Contract. Likewise the Customer is not entitled to withhold due payments.