

General terms and conditions of purchase of TROX HESCO Schweiz AG (GTCP)

1. General

- 1.1 The following terms and conditions (hereinafter referred to as "GTCP") shall apply to all deliveries and services (hereinafter referred to as "services") which TROX HESCO Schweiz AG (hereinafter referred to as "TROX HESCO") obtains from its suppliers. The GTCP shall be binding for the supplier unless another agreement is made expressly and in writing in individual cases. Conditions of the supplier shall only be binding for TROX HESCO if and to the extent that it has expressly agreed to them in writing or by e-mail.
- 1.2 Orders placed by TROX HESCO shall only be binding if placed in writing. Verbal and telephone agreements shall be confirmed by TROX HESCO in writing or by e-mail. This also applies to all changes, additions, specifications, etc.
- 1.3 Subsidiaries, holdings and group companies of the supplier shall also be considered as third parties within the meaning of the GTCP.
- 1.4 The supplier shall deliver a confirmation of the order within a reasonable period of time.
- 1.5 In the case of several language versions of this GTCP, the German version shall be the only authoritative one.
- 1.6 Furthermore, the provisions of the Swiss Code of Obligations shall apply.

2. Rights of Use, Rights of Development Designs

- 2.1 The supplier grants TROX HESCO the non-exclusive, transferable right to use the standard software contained in the service. The supplier guarantees that he has the relevant rights of use and distribution and indemnifies TROX HESCO against any claims by third parties arising from the infringement of such rights.
- 2.2 As far as construction or development results emerge from the performance of the services, in case of a construction or development order, TROX HESCO shall hold property and exclusive use of all construction and development results deriving there from. Without express written consent from TROX HESCO the constructions and developments shall neither be made available to third parties in whole or in part nor used for own or other purposes.

3. Documents and auxiliary material (provisions)

- 3.1 Documents made available by TROX HESCO (drawings, manufacturing, testing, delivery instructions, etc.) and other operating and auxiliary materials (samples, models, etc.) remain the property of TROX HESCO and shall be marked accordingly.
- 3.2 Without the express written consent of TROX HESCO, the abovementioned documents may neither be copied nor made available to third parties and may only be used to complete the order of TROX HESCO and not for other purposes. The documents and auxiliary materials are to be returned to TROX HESCO upon request at any time, at the latest however intact upon complete performance of the service, or, if expressly agreed, are to be kept by the supplier until revoked.
- 3.3 The supplier shall be liable for any damage to the property of TROX HESCO and thus obliged to store and treat the documents and auxiliary material appropriately and, in agreement with TROX HESCO, to insure them against possible damage.

4. Prices and Terms of Payment

- 4.1 The agreed prices are firm prices. Change in prices and respective other reservations shall only be binding if and to the extent they are expressly acknowledged by TROX HESCO in writing.
- 4.2 Each delivery shall be invoiced immediately upon shipping. A separate invoice shall be made out for each delivery indicating both VAT and the job order code from TROX HESCO. Invoices lacking this information are rejected. Registered c.o.d. consignments are not accepted.
- 4.3 Payments by TROX HESCO are effected irrespective of an examination of the goods upon receipt at their destination. Consequently, payments by TROX HESCO or partial payments do not constitute acknowledgment of quantity, price and quality. Thus, TROX HESCO shall still be fully entitled to legal claims even after payment of the goods.
- 4.4 Unless provided otherwise, payments by TROX HESCO shall be settled not later than on the 60th day counting from the date of the invoice.

5. Deliveries and Services of the Supplier

- 5.1 The quantities specified in orders by TROX HESCO shall be complied with. TROX HESCO reserves the right to place surplus parts at the disposal of the supplier against full compensation of its expenses and in case of reduced quantity to insist on the performance of the quantity ordered.
- 5.2 TROX HESCO is entitled to keep defective goods at the disposal of the supplier and to claim faultless replacement thereof.

- 5.3 Deliveries of suppliers and sub-contractors are object of TROX HESCO's quality assurance system pursuant to ISO9001. The suppliers and sub-contractors of TROX HESCO are appraised accordingly.

- 5.4 The suppliers are obliged to comply with the provisions and standards of the Swiss Law and the European Community Law governing the performance of delivery or operation (e.g. directive on machinery 2006/42/EG; directive on electromagnetic compatibility 2014/30/EU; directive relating to low-voltage electrical equipment 2014/35/EU as well as the relevant employment protection and prevention of accidents regulations). The supplier shall provide TROX HESCO with the required declaration of conformity and all the linked documentations.

6. Packing and Shipping

- 6.1 Packing shall be adapted to the goods and the mode of transportation. Preference shall be given to environmentally friendly packaging material. Loss and damage of goods attributable to defective packing shall be at the supplier's expense.
- 6.2 Each service / partial service shall contain a delivery note specifying the job order code of TROX HESCO, article no. and description of goods, net and gross weight and / or exact number of pieces. Partial services / partial deliveries shall be indicated as such.
- 6.3 Each document regarding the order shall at least specify the job order code of TROX HESCO.

7. Dates and Periods of Delivery, Default in Delivery

- 7.1 The dates and periods of delivery fixed by TROX HESCO shall be binding (also for partial deliveries). They shall be regarded as observed if the goods arrive at their destination prior to the expiration of the dates and periods fixed.
- 7.2 Failure to observe the agreed dates and periods of delivery (also for partial deliveries) shall entitle TROX HESCO to waive performance of the service without granting an additional period of time, and to withdraw from the contract. Legal claims for damages shall be reserved.
- 7.3 For deliveries that effected earlier than agreed, TROX HESCO shall reserve the right to pay the respective invoice at the agreed time of delivery.
- 7.4 If a speedy dispatch (freight, express delivery, etc.) is necessary due to delayed delivery, the additional freight charges shall be borne by the supplier. Additional expenses for not required express deliveries shall also be borne by the supplier.

8. Place of Performance, Passage of Benefit and Risk

- 8.1 The place of performance for the delivery of goods is their destination, and for the payment it is the domicile of TROX HESCO.
- 8.2 Upon delivery of the goods at their destination benefit and risk are passed to TROX HESCO.

9. Examination, Warranty, Liability for Defects

- 9.1 The supplier shall examine the quantity and quality of the goods before they are shipped.
- 9.2 The supplier shall be liable that the services according to the contract have no legal or physical defects and are both in perfect condition and made with high-quality raw materials fit for the intended use.
- 9.3 The obligation of immediate examination and notification according art. 201 CO shall be waived. By the acceptance of the purchase order of TROX HESCO the supplier recognizes order notifications of defects without adherence to a notification period as obtained in time.
- 9.4 The right to claims for rescission of sale, reduction in price, improvement or replacement and damages (art. 205 et seq. and 368 CO) is reserved. Furthermore, TROX HESCO reserves the right to retain the payment fully or partly until, (i) if TROX HESCO requires replacement, the supplier has fulfilled his duty to deliver a faultless replacement or (ii) the circumstances regarding any rescission of sale, reduction in price and damages have been settled bindingly.
- 9.5 TROX HESCO does not accept reduction of the warranty periods provided by the law. In any case, the warranty period shall be not less than 2 years starting with receiving respectively acceptance on the occasion of a separately agreed formal acceptance test (whichever occurs later).

10. Product Liability

- 10.1 TROX HESCO will notify the supplier of any defect in the product known to it, if the defect caused or could cause an accident resulting in death, personal injury or material damage, and discuss the steps to be taken together with the supplier. The supplier shall support TROX HESCO in the dispute with the injured and indemnify it against legitimate claims as well as for costs of any recall action attributable to defects in the delivered goods.

11. Liability

- 11.1 The supplier shall fully indemnify TROX HESCO from any damages (direct or indirect damages) or claims in connection with services, as well as from any claims of third parties, regardless

of their legal cause, be it warranty, default, product liability, infringement of industrial and intellectual property rights or any other cause.

12. Confidentiality / Advertisement

- 12.1 The Supplier shall not make available or disclose to any third party any information obtained from TROX HESCO or the present business relationship. Insofar as TROX HESCO agrees to any subcontracting to a third party, such third party shall agree to such terms in writing.
- 12.2 The use of an order of TROX HESCO, the contractual content of such an order as well as of the business relationship with TROX HESCO for advertising purposes shall only be permitted with prior written consent of TROX HESCO.

13. Disclosure and storage of Data

- 13.1 The supplier shall agree that all data and information required for the business relationships or resulting from said relationships, especially contractual documents and papers as well as data and information necessary for the performance of the contract of and about the supplier and their auxiliary persons (Hilfspersonen) may also be stored outside Switzerland. Furthermore, all this data and information may be disclosed to TROX HESCO as well as to their associated companies for corresponding processing, especially for providing services, fulfillment of legal requirements or for TROX HESCO-internal audit and/or supervisory requirements; this always in compliance with respectively applicable data protection laws.

14. Code of Conduct for Suppliers

- 14.1 The supplier undertakes and ensures that all his employees, directors, representatives, agents and sub-suppliers comply in all respects and anytime with the principles set out in the Code of Conduct of TROX HESCO.
- The current Code of Conduct of TROX HESCO can be found on the homepage of TROX HESCO at www.troxhesco.ch. Furthermore, the supplier undertakes and ensures that all his employees, directors, representatives, agents and sub-suppliers comply with all national and international laws applicable, including, but not limited to the laws on corruption and bribery as well as with TROX HESCO's anti-corruption and anti-bribery policies. In the event that the supplier culpably infringes these obligations, TROX HESCO shall be entitled to withdraw from the contract or to terminate the contract without prejudice to any other claims. Provided that breach of duty may be remedied, those rights may be invoked only after a reasonable time period set to remedy the breach of duty has elapsed fruitlessly.

15. Export control and Foreign Trade Data Regulations

- 15.1 The Supplier shall comply with all applicable national and international customs and foreign trade regulations ("Foreign Trade Regulations") and obtain all necessary export licenses, unless TROX HESCO or any third party is required to apply for the export licenses pursuant to the applicable Foreign Trade Regulations.
- 15.2 The Supplier shall notify TROX HESCO in writing within three days following the order - and in case of any alterations without undue delay - of all information and data required by TROX HESCO to comply with the Foreign Trade Regulations in case of export, import and re-export, in particular:
- the statistical commodity code according to the current commodity classification for foreign trade statistics and the HS ("Harmonized System") coding;
 - the country of origin (non-preferential origin) and upon the request of TROX HESCO the supplier's declaration for preferential origin (in case of Swiss suppliers).
- In the event the supplier violates his obligations provided by paragraph 15.1, he shall be liable for any expenses and damages incurred by TROX HESCO, unless the supplier is not responsible for such breach of duty.

16. Final Provisions

- 16.1 TROX HESCO shall not be obligated to fulfill this agreement if such fulfillment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes and/or other sanctions.
- 16.2 Should any provision of this Agreement be or become invalid or unenforceable in whole or in part, or become invalid or unenforceable as a result of changes in legislation after conclusion of the Agreement, the remaining provisions and the validity of the Agreement as a whole shall remain unaffected. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision that comes as close as possible to the meaning and purpose of the invalid provision. If the contract proves to be incomplete, the provisions shall be deemed agreed which correspond to the sense and purpose of the contract and which would have been agreed between the parties at the time of conclusion of the contract.
- 16.3 All disputes between the supplier and TROX HESCO shall be subject to the jurisdiction of the courts at the seat of TROX

HESCO, CH-8630 Rüti-ZH. TROX HESCO shall also be entitled to bring legal action against the supplier at its registered office.

- 16.4 The present contractual relationship shall be governed by Swiss substantive law. The application of the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 ("the Vienna Law on the International Sale of Goods") shall be excluded.