

General Terms and Conditions of PBT AG

As of 22 August 2018

1. General

1.1

These General Terms and Conditions (hereinafter referred to as “**GTC**”) apply to orders for goods from the product range of PBT AG as well as to all services, offers, deliveries and other services of PBT AG in the version valid at the time of the order.

1.2

The contractual partner of the customer is PBT AG, Dufourstrasse 71, 8570 Weinfelden, Switzerland, Tel.: +41 71 633 21 51, E-mail: info@pbt.ch (hereinafter: “**PBT**”).

1.3

These GTC form an integral part of the contract concluded between PBT and the customer. Terms deviating from the GTC will only be legally binding if they are explicitly accepted by PBT in writing. PBT does not accept any general terms and conditions of customers or partner companies.

2. Order process, offer and conclusion of contract

2.1

The offers in catalogues or on the website of PBT are not considered as binding offers. In the case of orders placed in person, by telephone, by post or by fax, a contract shall only be deemed concluded by the declaration of acceptance by PBT, i.e. an order confirmation sent by e-mail, post or fax to the customer, at the latest however by the shipment of the ordered goods or collection notification.

2.2

If the ordered goods are not available or the ordered service cannot be provided, PBT reserves the right not to accept the offer of the customer; in this event, no contract is concluded. The customer will be informed of this by e-mail. Any payments already made for the ordered goods or services will be reimbursed to the customer in this case.

2.3

If, after the conclusion of the contract, it is found that the ordered or processed goods cannot be delivered either partially or in total due to force majeure or other reasons not attributable to PBT, PBT is entitled to withdraw from the contract in whole or in part. The customer will be informed of this by e-mail. Any payments already made for the relevant goods will be refunded to the customer either in full (in the case of a complete withdrawal) or in respect of the non-deliverable goods (in the case of partial withdrawal). The customer may not assert any further claims.

2.4

The written offers of PBT for the planning, development or production of machines or machine parts or for the planning and development of software and for the provision of development, project planning, installation, assembly, consulting, training, maintenance or other services are not binding for PBT until written order confirmation. PBT also

reserves the right to make adjustments in the case of written offer prices if changes in the calculation basis arise during the execution of the order due to surcharges, additional fiscal charges, tariff increases or currency fluctuations.

2.5

All information, service descriptions, photos, media data, product information, product photos, technical specifications, accessory relationships, etc. are provided on the website of PBT without guarantee. PBT assumes no liability for the content of external websites or linked partner companies.

2.6

All product and project descriptions, operating and operating instructions, pictures, photos, text and media data, plans, systems, schematics, prototypes, models and designs are – unless expressly indicated otherwise – by PBT and are subject to the sole right of use by PBT. In any case, these related intellectual property rights remain the intellectual property of PBT. Without the consent of PBT, the customer may not use, copy, reproduce or hand them over to third parties. If no contract is concluded, the customer must completely return these documents to PBT.

3. Regulations in the country of destination and protective devices

3.1

The customer shall notify PBT of any special technical requirements and the legal, official and other regulations at the place of destination at the latest when placing the order, insofar as these are of importance for the delivery of the product.

3.2

In the absence of notification pursuant to para. 3.1 of these GTC, the deliveries and services correspond to the regulations and standards at the headquarters of PBT in Switzerland. Additional or other protective devices are only supplied insofar as expressly agreed.

4. Delivery

4.1

If the customer decides to ship goods, it will be notified by e-mail when the goods have been handed over to the carrier for shipment. The selection of the carrier remains reserved to PBT. Deliveries abroad may incur duties, taxes and fees which are not included in the total price displayed.

4.2

The risk for the item is transferred to the customer at the factory from the date of notification from the shipping department. If the transport is organised by PBT, PBT insures the goods against damage in transit, insofar as the value of the goods exceeds the maximum liability limit of the carrier. The damage actually incurred during transport is ensured; the maximum is the value of the goods at the time of ordering. In order to safeguard the claims against the carrier and/or the insurance provider, the customer has to check the goods for integrity and completeness upon acceptance of the delivery. In the event of externally recognisable transport damage or differences in quantity, the customer must provide an exact and detailed statement of reservation to the carrier. Damage that is not visible from the outside or differences in quantity are to be reported to PBT customer

service immediately but no later than after five days (Tel.: +41 71 633 21 51 or e-mail: info@pbt.ch). In case of complaints, all parts of the original packaging must be kept. The claim against the carrier and/or the insurance provider is forfeited by unconditional acceptance (in the case of externally recognisable transport damage or differences in quantity) or after expiry of the five-day period (in the case of externally unrecognisable transport damage or differences in quantity).

4.3

The customer is obliged to accept the shipment. If a shipment proves to be undeliverable and the goods are returned by the carrier to PBT, PBT reserves the right to waive the subsequent performance of the customer's obligations without setting a grace period for the goods that have not been accepted. PBT is also entitled to demand compensation for non-performance of the contract.

4.4

If the customer decides to pick up the goods on the premises of PBT, it will be notified by e-mail when the order is ready for pick-up. The risk for the item passes to the customer upon pick-up notification. For pick-up, the customer must present the pick-up notification and an ID issued by an authority with photo (identity card, driver's license, passport, etc.). The customer is required to pick up the order within 10 days of receiving the pick-up notification from PBT. If the customer does not pick up the order within this period, PBT reserves the right to waive the subsequent fulfilment of the customer's obligations without setting a grace period for the goods not picked up. PBT is also entitled to demand compensation for non-performance of the contract.

4.5

If, subject to circumstances beyond the party's control, which qualify as force majeure, such as war, labour disputes, insurrection, fire, government seizure, embargo, etc., either at the customer, PBT or a supplying factory, the product is not delivered within the deadline agreed by PBT, the delivery time shall be extended for the duration of the delay caused thereby. Any replacement obligation of PBT for direct or indirect damages on the part of the customer is excluded.

4.6

The PBT's obligation to performance begins at the earliest when: a) all technical details have been clarified, b) the customer has produced the technical and legal requirements, (c) PBT has received advance payments or guarantees, and d) the customer fulfils its contractual obligations to performance and cooperation, in particular those mentioned in the following section.

During work to be carried out by PBT, the customer is obligated to ensure that the installation personnel can begin work immediately after arrival. The customer must arrange for the necessary authorisations of third parties as well as notifications and authorisations by the authorities at its expense. Energy and compressed air required for performance, including trial operation, must be provided by the customer at its expense. The customer shall provide PBT, lockable rooms with no access for third parties, for the period of the installation for the installation personnel and for the storage of tools. The customer is liable for the fact that the necessary structural, technical and legal prerequisites for the work to be produced or the object of purchase are present as defined in the contract or in the information given to the customer prior to the conclusion

of the contract or that the customer must be aware of given relevant specialist knowledge or experience. Likewise, the customer is liable for the fact that the technical equipment such as cables, wiring, networks and the like are in perfect technical condition as well as compatible with the works or purchased items to be manufactured by us. PBT is entitled, but not obliged, to inspect these systems for a separate fee. In particular, from the beginning of the installation work, the customer must provide the required information on the location of concealed electricity, gas and water pipes or similar installations, escape routes, other construction-related obstacles, possible sources of danger and the required static information without being requested. The customer alone is responsible for the design and functionality of provided parts. A duty to inspect with regard to any documents, information or instructions provided by the customer does not exist – with regard to the delivery item – beyond the production of a technical construction dossier and the certificate of compliance with the Machinery Directive and any other applicable directives. Any liability of PBT in this regard is excluded within the legally permissible framework. The obligation to issue the certificate may be contractually transferred to the customer placing the delivery item on the market.

4.7

Liability of PBT for direct or indirect damage of the customer arising from delay in delivery is, as far as legally permissible, waived.

5. Price and payment

5.1

All prices on the website or in the catalogues of PBT are stated in Swiss Francs (CHF) and are exclusive of VAT. Shipping, packaging, assembly and any other additional costs (e.g. surcharges according to the selected means of payment) are shown separately and charged to the customer additionally. A possible adjustment to cantonal, local or house rules of the customer will also be charged separately. PBT's development, project planning, installation, assembly, consulting, training, maintenance or other services are understood as net prices. The applicable VAT will be charged additionally.

5.2

The payment options are specified for the customer in the order process. PBT reserves the right to exclude customers from individual payment options without prior notice or to insist on prepayment. When purchasing on invoice, the total amount must be transferred to the specified account within 30 days. When purchasing on prepayment, the invoice is due to be paid within 10 days. Otherwise, PBT can cancel the order. For development, project planning, installation, assembly, consulting, training, maintenance or other services to be provided by PBT or for the payment of goods ordered or developed, the provision of a down payment or partial payments can be agreed with the customer.

5.3

Upon first delivery or unsuccessful delivery attempt of the goods, first pick-up or expiry of the ten-day pick-up period (see section 4.4) or expiry of the payment periods for payment by invoice (see section 5.2) or expiry of the agreed payment period, the customer is in default without a reminder. PBT is free to cease all other deliveries or services in whole or in part until all due claims have been paid. In addition, in the event of default, PBT has the right to block the control of purchased goods and to disclose the activation code only after the due debt has been paid. Furthermore, there is no guarantee for outstanding payments. PBT further reserves the right, after expiry of a period of grace of at least 10

days, to waive the subsequent fulfilment of the obligations of the customer in whole or in part, to recover in full or in part any goods already delivered and to demand compensation for non-performance of the contract.

6. Retention of title

6.1

Until the transfer of ownership, the delivery item may not be pledged, resold or moved to other locations without the consent of PBT.

6.2

In the event of a change of domicile of the customer, the customer is obligated to notify PBT immediately.

6.3

The customer is obliged to treat the delivery item or the product with due care as intended, to carry out the usual maintenance and the care stipulated by PBT or the manufacturer.

6.4

The customer is obligated, before taking possession of the delivery item or the product, to insure the object of purchase, with a recognised insurance company domiciled in Switzerland, adequately against fire, elemental damage, machine breakage etc. until full payment.

7. Warranty and liability

7.1

Provided the customer complies with the duty to inspect and complain in accordance with the law, PBT warrants the functions and contractual performance and characteristics of the products in a one-shift operation for 24 months, provided that PBT has planned, developed and put the products into service. The warranty period begins with the departure of the deliveries ex works or with the possibly agreed acceptance of the deliveries and services or, as far as PBT has also assumed the assembly, with their termination.

7.2

The warranty does not cover the normal wear and tear as well as the consequences of improper handling or damage by the customer or third parties as well as defects due to external circumstances. In any case, a warranty claim only exists if the products developed by PBT were installed and put into operation according to the specifications of PBT, if no external intervention was carried out and proper maintenance was ensured. Furthermore, the warranty by PBT expires in the event of non-fulfilment of the terms of payment. Likewise, the warranty for consumable and wear parts (e.g. tools, chains and guides) is excluded.

7.3

For used machines or parts, the warranty is excluded, as far as legally permissible, unless PBT has made a different and explicit statement in writing.

7.4

The warranty obligation or liability of PBT is excluded, as far as defects are concerned,

which are based on the materials delivered by the customer or a design prescribed by the customer.

7.5

PBT shall only be liable and obligated to performance for parts delivered and installed by the customer if defects could not be detected during a proper inspection of the goods and the products sold are used as intended. Furthermore, the installation and assembly instructions must be observed, the products must not be overloaded, overstressed or disassembled, and no unsuitable foreign parts may be used. The installation must be carried out professionally.

7.6

If the function of the product is disturbed during the warranty period and the defect has been notified by the customer in due time and form, PBT will carry out the remedy of the defect – except in the cases described in section 7.2 to 7.5 – free of charge if PBT has been notified of the incident during normal working hours; Any other claims of the customer are excluded. Before transferring storage media to PBT, the customer must make backup copies of data stored on computers, hard disks or other storage media, as these may be lost or damaged (e.g. during a repair). Liability of PBT for data loss and data damage is excluded.

7.7

All information (product descriptions, illustrations, films, dimensions, weights, technical specifications, accessory relationships and other information) on the website or in catalogues of PBT are subject to a reservation of error and do not represent a guarantee of features.

7.8

The assignment of warranty claims is excluded.

8. Liability

PBT excludes all liability independently of the basis of liability and claims for damages against PBT and any assistants and vicarious agents to the fullest extent permitted by law. PBT also assumes no liability for items supplied by third parties or partner companies of PBT or for development, project planning, installation, assembly, consulting, training, maintenance or other services by third parties or partner companies of PBT.

9. Sample parts

Any sample material required for the design, adaptation and commissioning of the delivery item or product as well as existing standard regulations must be made available to PBT free of charge and carriage paid. If this material is no longer required, the return transport to the customer or the proper disposal by PBT will be carried out at the discretion of PBT.

10. Use of software

To the extent that software is included in the scope of the order, PBT grants the customer a non-exclusive, non-transferable and only project-related right to use the supplied software including its documentation. This license is exclusively for the customer's own use in connection with the delivered product and the designated place. Use of the software for products other than those supplied by PBT is prohibited. Copies may only be made for archival and backup purposes. In particular, the customer may not disassemble, decompile, decrypt, reverse engineer or otherwise process the software without the prior written consent of PBT. In the event of infringement, PBT may revoke the right of use.

11. Data protection

11.1

PBT is entitled to process and use personal data of the customer as part of the processing of the contractual relationship and to use it for marketing purposes. PBT complies with the applicable provisions of the Swiss Data Protection Act. In particular, the customer agrees that PBT may disclose such data to third parties in Switzerland and abroad for handling and maintaining business relationships between the parties unless otherwise agreed in writing.

11.2

The customer undertakes to ensure compliance with all legal provisions regarding the recording and/or processing of image, sound and personal data and indemnifies PBT of any breaches of these regulations.

12. Final provisions

12.1

Should any clause in these GTC be or become invalid, unlawful or unenforceable, this shall not affect the validity of the other clauses.

12.2

Substantive Swiss law excluding the conflict of laws and international law, in particular the UN Sales Convention, is exclusively applicable.

12.3

To the extent permitted by law, the exclusive place of jurisdiction for disputes arising out of or in connection with these GTC or otherwise arising from the legal relationship between the customer and PBT, irrespective of their legal nature, is Weinfelden, Switzerland.

12.4

The German version of these GTC shall prevail in the event of disagreements with the version in another language.