

## General Terms and Conditions (GTC)

### 1. Scope of Application and Applicability

- 1.1 The present General Terms and Conditions (GTC) apply to all agreements between Electrosuisse and Client, except where special terms or written agreements contain different or additional provisions.
- 1.2 The individual Divisions of Electrosuisse use special contractual terms and conditions. Such terms and conditions take priority over the present GTC insofar as they differ from them.
- 1.3 By signing the quotation in acceptance thereof or by entering into an agreement with Electrosuisse, Client agrees to be bound by the present GTC.
- 1.4 In connection with ongoing business relationships, these GTC also apply to subsequent and follow-up orders.

### 2. Quotations

- 2.1 All quotations are made in writing.
- 2.2 The quotation will state the period in which Electrosuisse is bound by the quotation.
- 2.3 Special quotations that do not state a period for acceptance or that contain statements such as "not binding" and the like are not binding.

### 3. Nature and Scope of Services

- 3.1 A binding description of the specific services to be performed, including their nature and scope, is included in the agreement.
- 3.2 If Client subsequently requests amendments to the agreement, such amendments must be agreed upon in writing. Any additional costs resulting from such amendments will be covered by Client. A separate invoice will be issued for such additional costs.
- 3.3 Where additional costs are unforeseeable, Electrosuisse reserves the right to adjust the agreed-upon price. Electrosuisse will inform Client of this adjustment in due time.
- 3.4 Electrosuisse may engage partners or third parties for the purpose of performing its services.
- 3.5 For purposes of performing its services, Electrosuisse has the right to make substitutions insofar as the Parties have not waived or restricted this right in a written agreement.

### 4. Dates

- 4.1 The Parties will determine the date of performance separately.
- 4.2 Electrosuisse will inform Client of the date of completion or fulfillment. Electrosuisse will make reasonable efforts to fulfill its obligations. If any deadline cannot be met because of a person's illness or for other important reasons, then Electrosuisse will endeavor to find a replacement for the person or to solve the problem, as the case may be, as soon as possible.
- 4.3 If fulfilling orders depends on products, documents, permits, etc. that are to be supplied by Client, then the respective date remains binding only if Client has submitted such items by the deadline stated by Electrosuisse.
- 4.4 Meeting a deadline assumes that, where the Parties have agreed on a duty of prepayment on the part of Client, such duty has been fulfilled.
- 4.5 Where additional costs arise after the Parties have entered into the agreement, the agreed-upon dates will cease to be binding.

Electrosuisse will endeavor to inform Client of the new dates as soon as possible.

- 4.6 Electrosuisse will provide Client with oral or written reports at regular intervals.

### 5. Client's Duty to Cooperate

Client will make available to Electrosuisse all data, information, test samples, technical and other facilities required for its services, as well as an accompanying person (if necessary), at no charge and in a timely manner. Client's duty to cooperate applies also to procedures and documents that become known to it while Electrosuisse is fulfilling the order.

### 6. Prices; Terms of Payment

- 6.1 The prices to be paid by Client are indicated in the contractual agreement. This does not include transportation costs, which are invoiced at cost.
- 6.2 Unless special arrangements have been made, prices are always stated in Swiss francs (CHF) and do not include value-added tax (VAT). VAT will be paid by Client.
- 6.3 Payments shall be made within 30 days. The address for payments is the registered seat of Electrosuisse.
- 6.4 Client is not authorized to withhold or reduce outstanding payments because of complaints, unissued credits, or not expressly recognized counterclaims.
- 6.5 Prepayments or other payment arrangements may be agreed upon in writing.

### 7. Liability

- 7.1 Electrosuisse warrants it will perform the agreement in good faith and with due care in accordance with the accepted state-of-the-art technology. Electrosuisse will safeguard Client's interests in all aspects of performing the agreement.
- 7.2 Electrosuisse is liable as provided by law. However, Electrosuisse is only liable for losses caused through gross negligence or wrongful intent. Its liability does not extend to financial losses, such as loss of production, loss of effectiveness, lost profits, and other losses, whether direct or indirect.

### 8. Client Data

- 8.1 When handling data, Electrosuisse abides by the applicable laws and regulations, notably to the Swiss Federal Act on Data Protection.
- 8.2 Electrosuisse only collects, stores, and processes data that is necessary for performing its services, handling and maintaining the client relationship, guaranteeing a high quality of service, ensuring safety, and for billing purposes.
- 8.3 If Electrosuisse performs a service in conjunction with one or more third parties, then Electrosuisse may transmit this data regarding Client to these third parties insofar as this is necessary for performing such services or for collection purposes.

### 9. Proprietary Rights

No copyrights or other intellectual property rights of Electrosuisse will be transferred upon performance of the service. Unless otherwise agreed in writing, Electrosuisse is exclusively entitled to any and all rights to, and any and all rights arising from, the results of the work and development relating to the specific

agreement, including any inventions. This also applies to the power to apply for registration of proprietary rights.

#### 10. Duty of Non-disclosure

Electrosuisse and Client agree not to disclose the details of the agreement or of any confidential information regarding technical, commercial, and operational issues. This duty of non-disclosure will survive the termination of the agreement.

#### 11. Confidentiality

Client and Electrosuisse will treat as confidential all facts and information that are not obvious or generally available.

#### 12. Effective Date, Duration, and Termination of the Agreement

- 12.1 The agreement will become effective on the date indicated in same.
- 12.2 The agreement will remain in effect until the date of termination specified in same, if any, or until the order is completed, or else for an indefinite period. If the agreement is for an indefinite period, then either Party may terminate it by giving written notice at least three (3) months prior to the end of the respective month of termination.
- 12.3 If Client cancels the agreement before the agreement expires, then Client must reimburse Electrosuisse for its actual costs.
- 12.4 If Client commits a serious breach of the agreement, then Electrosuisse may cancel the agreement at any time without notice or compensation.

#### 13. Collateral Agreements, Amendments, and Additions to the Agreement

- 13.1 All collateral agreements, amendments, additions, and legally relevant declarations of the Contracting Parties must be made in writing in order to be valid.
- 13.2 If any provision of these GTC proves to be invalid, whether in whole or in part, this will not affect the validity of the remaining provisions. Instead, the Parties will replace the invalid provision with a valid arrangement that is as consistent as possible with the legal and economic purpose intended by them.

#### 14. Assignment of Rights and Duties

Client may not assign to a third party any rights or duties arising from this agreement without the prior written consent of Electrosuisse.

#### 15. Binding Language

This GTC is written originally in German. Legally binding is exclusively the German version.

#### 16. Governing Law and Place of Jurisdiction

- 16.1 The agreement is exclusively subject to Swiss law, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (UNCISG; SR 0.221.211.1).
- 16.2 For both Electrosuisse and Client, the place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is the courts of ordinary jurisdiction at the registered seat of Electrosuisse.

Approved by the Management of Electrosuisse on December 14, 2010