

The General Terms and Conditions of Purchase described below apply to all purchasing contracts agreed between Composites Busch SA and the Supplier, as well as all orders and purchases placed by Composites Busch SA even if there is no reference to the present General Terms and Conditions of Purchase. Any modifications or amendments to the present General Terms and Conditions of Purchase shall be done in writing. Any Supplier clauses (including in Supplier's general terms and conditions, if any) which would diverge from the present General Terms and Conditions of Purchase are not binding on Composites Busch SA unless such clauses have been explicitly agreed to in writing by Composites Busch SA

1. Orders / Purchases

Orders shall be done in writing (e-mails and PDF are considered as written documents for the purpose of the present General Terms and Conditions of Purchase) in order to be valid. Any agreements, modifications and orders which have been passed orally, including over the telephone, shall be confirmed in writing thereafter in order to be valid.

The place of fulfilment of orders is the address of Composites Busch SA, Chemin des Grandes-Vies 54, CH-2900 Porrentruy, Switzerland.

2. Prices

All prices shall be set forth DDP Porrentruy, according to Incoterms 2010, including packaging, taxes and any other billable costs.

3. Packaging and Transport

The goods shall be packaged in accordance with applicable regulations, if any, and in a diligent, adequate and safe manner. In case of specific agreement, the goods shall be packaged in accordance with the instructions given by Composites Busch SA. No additional packaging cost will be accepted.

The Supplier undertakes to respect any specific instructions given by the transport companies, freight forwarders and expediting agents concerned.

The Supplier will be held responsible for any damages incurred through inadequate and inappropriate packaging as well as packaging which was not in compliance with the terms of this Section 3.

4. Deliveries

The delivery date is validated by the date of ordering. In case the Supplier identifies a risk or possibility of non-respect of the delivery date previously agreed with Composites Busch SA, or if it becomes apparent that only partial delivery will be possible at the previously agreed delivery date with Composites Busch SA, the Supplier undertakes to immediately inform Composites Busch SA about the situation and to communicate the reasons for the delay as well as the precise period the delivery will be delayed by. Any partial delivery will require preliminary agreement of Composites Busch SA in writing (for the avoidance of doubt, e-mails and PDF are considered as written documents for this purpose). In case of delivery delays, Composites Busch SA reserve the right to deduct an amount of 2% of the total amount invoiced by the Supplier for every full week of delay, but no more than 15% of the total amount invoiced by the Supplier. Composites Busch SA reserves the right to apply any other rights established by the contract or by applicable Law.

The following documents shall be provided for each delivery:

- Delivery note, including the Composites Busch SA order numbers, product references, and quantities, with the units of quantity complying with those stated in the Composites Busch SA order
- Packing list
- CMR
- AWB if shipped by air
- Invoices (including origin of the goods, item and customs code)
- Customs clearance certificate if under the Supplier responsibility
- Specific documentation (for example certificate of conformity according to EN 10204, test results, safety data sheets).

5. Payments

Payment of the price referring to the delivered goods will be done within 30 days, or within the period agreed upon by both parties, upon reception of the corresponding invoice. In any case, the payment term will only start from the moment the totality of the goods ordered has been received by Composites Busch SA, as laid out on the order, or by the time all work required to bring the ordered goods into conformity with the order, have been executed.

6. Warranty

The Supplier warrants that the goods ordered shall be supplied without any defects, in accordance with (i) Composites Busch SA's specifications, (ii) the latest developments of the product and services, (iii) current legislation in force as well as (iv) the current measures for the prevention of accidents and safety

regulations and correspond to the usual technical and quality standards currently in force, such as DIN, EN/ISO, VDE, TÜV, Ex-Directives. The warranty shall expire two years after receipt of the goods by Composites Busch SA. This warranty period shall apply, for each replacement of a defective good, as of the receipt of such replaced good by Composites Busch SA. Composites Busch SA reserves the right to repair the defective goods at the expense of the Supplier. The Supplier undertakes to compensate Composites Busch SA for any costs incurred from damage prevention measures, such as product recalls. This is also applicable for any perceptible or imminent manufacturing errors or mistakes. At the request of Composites Busch SA, the Supplier commits himself to take up and show evidence of, insurance against the risk of responsibility in case of defects.

7. Intellectual Property and Unfair Competition

For the purpose of this Section, constructive knowledge means any knowledge that a person has obtained or would have reasonably obtained after making due and appropriate inquiry with respect to a particular matter (i.e. should have known).

The Supplier guarantees, according to his constructive knowledge, that the supplied goods do not infringe upon (i) any secrets of manufacture, (ii) any patent, drawing or model, or (iii) any rights of authorship, trademark or any other rights of intellectual property belonging to third parties. The Supplier will be held responsible for any damages which could be caused to third parties.

8. Confidentiality

The Supplier undertakes to keep confidential (i) the order obtained from Composites Busch SA, (ii) any information it will have access to in relation to the order received and (iii) any and all terms related to the business relationship and contractual agreements between the parties; all the above being part of the business secrets of Composites Busch SA. Any communication of the Supplier to third parties, in whatever way, shape or form (including for advertisement purposes), which reveals the existence of a business relationship with Composites Busch SA, requires previous written consent of Composites Busch SA.

9. Provision of Materials and Documents

Any samples, models, tooling, materials of any kind, plans and other documents provided to the Supplier by Composites Busch SA or worked out by the Supplier according to instructions given by Composites Busch SA, remain the exclusive property of Composites Busch SA and can be claimed back at any time. The Supplier shall store these materials and documents under proper storage conditions and will make sure that all appropriate measures are taken to prevent loss or damage. The Supplier is not allowed to use them for its own purposes or for third parties. For the avoidance of doubt, all such materials and documents are confidential information, to which Section 10 and/or the Non-Disclosure Agreement apply.

10. Consecutive work following delivery

In case of consecutive work to be done on supplied goods on either the site of Composites Busch SA, or on the site of any of Composites Busch SA's customers, the Supplier undertakes to correctly inform its employees, assistants, representatives or subcontractors about any measures for the prevention of accidents as well as any other usual safety measures for the work undertaken. The Supplier is responsible for any damages caused by its employees, assistants, representatives or subcontractors on the site of Composites Busch SA, or on the site of one of Composites Busch SA's customers. At the request of Composites Busch SA, the Supplier shall provide evidence that it has taken up a civil liability insurance with adequate coverage. Composites Busch SA will not be held responsible for any damages caused except in cases of gross negligence or wilful misconduct. In order to be admitted, details of hours worked, and materials made available by the Supplier shall have been countersigned by a representative of Composites Busch SA.

11. Ethics and counterfeiting

The supplier shall be responsible for counterfeiting and shall be responsible for its ethical code. In case of modification, the supplier undertakes to inform Composites Busch SA.

12. Applicable law and jurisdiction

The legal relationship between Composites Busch SA and the Supplier shall be governed by Swiss Law.

Any dispute arising out of or in relation with the present contract shall be submitted exclusively to the courts of Porrentruy.

The French version of general terms of purchase is the authentic version.