

General Terms of Sale and Delivery

1. Applicability

1.1 These General Terms of Sale and Delivery ("GTSD") are applicable to all current and future supplies of Smixin SA („SMIXIN“)

1.2 Amendments and additions to these GTSD will only be valid if they have been accepted by SMIXIN in writing. Customers' General Purchasing Conditions and contractual provisions deviating from these GTSD are hereby expressly rejected.

2. Offers and Prices

2.1 Offers from SMIXIN are basically without engagement and are only binding when they are expressly indicated as such or when they include a time stated for acceptance.

2.2 The commitment of SMIXIN shall only be subject to the content of the Offer or the Confirmation of Order by SMIXIN, as well as by these GTSD.

2.3 Details in Price Lists and other publications from SMIXIN, such as drawings and technical documents, for example, shall only be binding if they are expressly confirmed in writing.

2.4 Unless agreed otherwise, SMIXIN's prices shall be understood as being net EXW our distribution centers in Biel, Switzerland or Penang, Malaysia ("EXW", according to Incoterms 2010), exclusive of Value Added Tax and installation.

3. Conditions of Payment and Prohibition of Transfer

3.1 Invoices from SMIXIN are due for payment within 30 days of the date of the invoice, without any deductions of any kind such as expenses, taxes or fees. For export business, the conditions agreed in the individual case shall apply (e.g. advance payment or by letter of credit).

3.2 If the Customer fails to meet the date of payment, he will have to pay a default interest of 1% per month, with effect from the due time, and without a demand for payment. The Customer will be obliged, in addition, to pay any costs incurred in connection with a demand for payment and with recovering the debt.

3.3 SMIXIN will be entitled to demand of the Customer prepayment of part or all of the purchase price. This will apply in particular to the customer-specific manufacture of products or advance deliveries on the part of SMIXIN.

3.4 The Customer will not be entitled to offset potential claims against SMIXIN against any amount owed by the Customer to SMIXIN.

4. Delivery and Transfer of Benefit and Risk

4.1 Delivery periods and delivery dates are rough guide-values. Their observance is dependent on the receipt in

good time of all the details and permits required for the delivery, as well as observance of the duty of cooperation by the Customer.

4.2 In the event of a delay in delivery, the Customer shall grant SMIXIN a suitable extension of at least six (6) weeks. If this is exceeded, for reasons for which SMIXIN is responsible, the Customer will be entitled to refuse to accept the delayed part of the supply.

4.3 Claims by the Customer for damages on the grounds of late delivery shall be precluded, except in cases of intent or gross negligence on the part of SMIXIN. Exclusion from liability will also apply in the event of the enlistment of assistance by SMIXIN.

4.4 Delivery periods will be extended appropriately if the Customer fails in his duty to cooperate or if obstacles occur which are beyond the control of SMIXIN, for example, operational disruptions of any kind, difficulties in obtaining either materials or energy, interruptions to production, transport delays, strikes, legal lock-outs, lack of workforce, power supply or raw material, war, terrorist incidences or other actions by third parties, emergencies, accidents, severe weather, difficulties in procuring the necessary official permits, regulatory measures, amendments to the law, supplier problems or force majeure.

4.5 Unless agreed otherwise, delivery shall be EXW our distribution centers in Biel, Switzerland or Penang, Malaysia ("EXW", according to INCOTERMS 2010). Benefit and risk shall be transferred to the Customer when the delivery is at the disposal of the buyer at the named place of delivery,

4.6 If dispatch or take-over of the supplied item by the Customer is delayed or is rendered impossible, for reasons for which SMIXIN is not responsible, the delivery will be stored at the cost and risk of the Customer.

5. Cancellation

5.1 The Customer will not be entitled to cancel orders without the agreement of SMIXIN.

5.2 SMIXIN will be entitled to withdraw from the purchasing contract if the Customer is in arrears with payment of the purchase price.

6. Transfer of Ownership

SMIXIN shall remain owner of the supply until the Customer has paid the purchase price in full. The Customer shall authorize SMIXIN to cause the reservation of ownership to be entered in the official register and shall undertake not to do anything which could endanger the reservation of ownership of SMIXIN.

7. Warranty

7.1 SMIXIN warrants that the supplied item is free from material defects and defects in manufacture. All other warranties are precluded.

7.2 The Customer shall undertake to inspect the supplied item within an appropriate period following receipt, but by the latest within 10 calendar days. Any defects must be complained about in writing and in detail immediately after they are detected. Should the Customer fail in his duty to complain, his rights regarding defects will be forfeited.

7.3 If the supplied item is defective, SMIXIN will be obliged, during the warranty period, to repair the defective supplied item or to replace the defective parts, at its own choice and at its own expense. SMIXIN will also be entitled to refund the purchase price to the Customer, against the return of the defective supplied item. Travel expenses are covered by SMIXIN up to a distance of 80 kilometers, measured from the closest SMIXIN customer service center or from a service center that has been approved by SMIXIN.

7.4 The warranty period shall be 24 months from the date of original installation, or 28 months from the date of shipment to Customer, whichever occurs first, and, for repair and maintenance work, three months from execution of the work concerned. Customers' claims shall lapse in accordance with the warranty periods.

7.5 A repair or substitute delivery shall not lead to an extension of the original warranty period or statutory limitation period.

7.6 Consumables, accessories, parts which are subject to wear and non-durable products as well as defects which are attributable to normal wear and tear, defective maintenance, accidents, faulty maintenance, operation or storage, disregard of operating specifications, excessive stress, unsuitable operating resources, chemical or electrolytic influences, shall be excluded from the warranty. It is essential for the Customer to closely observe the installation information, product and system manuals, operating instructions and other documentation and specifications (subsequently collectively referred to as, "Manual"). SMIXIN's warranty and any liability are expressly excluded for damages caused by noncompliance with the applicable Manuals. The warranty shall lapse if the Customer or a third party undertakes modifications or makes additions to the supplied item, without written consent from SMIXIN, or if products are added or inserted to the items supplied, which have not been previously approved by SMIXIN in writing.

7.7 To correct defects SMIXIN may attempt to diagnose and resolve the defect over the telephone or electronically. When Customer contacts SMIXIN for warranty work, it must follow the problem determination, resolution and procedure that SMIXIN specifies. At any time following or to assist in problem determination, SMIXIN may require return of the part or product to depot for service.

8. Liability Exclusion

Claims by the Customer against SMIXIN are exhaustively covered by these GTSD. The liability of SMIXIN vis-à-vis the Customer, both for direct and indirect damage, for example loss of production or loss of profit, regardless of the legal grounds, is precluded. Exclusion from liability shall not apply in the case of intent or gross negligence on the part of SMIXIN. Exclusion from liability will also apply in the event of the enlistment of assistance by SMIXIN.

9. Regulations at Place of Destination and Customer Obligations

The Customer must draw the attention of SMIXIN to all relevant legal, official and operational safety and other regulations in force at the place of destination of the supply, in particular as they relate to delivery, assembly, operation or use.

10. Intellectual Property and Confidentiality

10.1 The Customer shall not, through the purchase of supplied items respectively the licensing of software, acquire any patent rights, copyright or trademark rights or other intellectual property rights to the supplied items, plans, drawings or software. This shall also apply in the event of SMIXIN undertaking specific adjustments to the supplied items or to the software for the Customer.

10.2 The Customer undertakes to treat all information and documents received from SMIXIN confidentially, insofar as they are not known publicly.

11. Disposal

The Customer shall dispose of the supplied items delivered by SMIXIN on his own responsibility and at his own expense, in accordance with the relevant statutory regulations in force.

12. Severability

Should a provision in these GTSD be or become totally or partly invalid or unenforceable, it shall be replaced by a valid provision coming as close as possible to the economic purpose of the invalid or unenforceable provision.

13. Place of Execution, Jurisdiction and Law Applicable

13.1 The place of execution and exclusive place of jurisdiction shall be Bienne, Switzerland. SMIXIN will nevertheless also be entitled to sue the Customer at the latter's registered office.

13.2 The legal relationship between SMIXIN and the Customer will be subject to Swiss law, to the exclusion of the provisions of the Swiss Private International Law Act concerning conflict of laws and the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).