

## GENERAL CONDITIONS OF PURCHASE

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### 1. Order

1.1. These general conditions of purchase are binding. Other terms and conditions apply only with the written consent of metal 1st AG. Metal 1st AG may request a task or order confirmation. The Contractor / Order recipient must return the signed final order or order confirmation within the specified time. Any changes must be confirmed in writing. International trade rules are to be interpreted according to the Incoterms 2010. Delivery conditions of the Contractor / Order recipient shall be permitted only if they have been confirmed in writing by metal 1st AG.

### 2. Control and testing; Examination of documents

2.1. Metal 1st AG and third parties authorized by metal 1st AG have the right to the whole supply or parts thereof at any time to control (within a reasonable time after delivery of the goods to the final destination or after the completion of service delivery) and test to assess the quality of goods and services and their conformity with the Purchase Order.

2.2. The Contractor / Order recipient must announce all the tests at least ten (10) working days in advance in writing. Metal 1st AG and of metal 1st AG authorized third party shall be entitled to attend these trials. The Contractor / Order recipient must provide metal 1st AG audit certificates and other test documents available, as may be required by metal 1st AG reasonably.

2.3. The goods shall not be shipped to metal 1st AG without inspection and approval by metal 1st AG, except metal 1st AG waived in writing to such inspection and approval. If the contract / order includes cross-checks of goods after their receipt by metal 1st AG, the delivery is considered incomplete until that such control tests to the satisfaction of metal 1st AG have been carried out.

2.4. Controls and tests according to this clause shall not release the Contractor / Order recipient of a liability and do not imply the acceptance of delivery by metal 1st AG.

2.5. Metal 1st AG has the right to the relevant documents of the Contractor / Order recipient to consider and if reasonable to check the premises of the Contractor / Order recipient in order to confirm compliance with the contract / order may.

2.6. All costs of such controls, with the exception of costs relating to staff of metal 1st AG, shall be borne by the Contractor / Order recipient.

### 3. Information, documentation, copyrights

3.1. The copyright of all documents submitted to the Contractor / Order recipient such as drawings, designs or calculations etc. remain the property of metal 1st AG. The Contractor / Order recipient may use these documents and other information on the performance of the contract / order of metal 1st AG. Without the prior written consent of metal 1st AG, the Contractor / Order recipient may not make were based on third parties to such documents or information, copy these documents or information, or reproduce in any other way or this other divulge, unless such persons, the right of have been entrusted to the Contractor / Order recipient with the execution of the contract / order.

3.2. Following execution of the Contractor / Order recipient 1st AG must return along with all other models and patterns metal all documents issued to him without special request. Unless otherwise agreed are forms, teachers and pattern property of metal 1st AG.

3.3. The Contractor / recipient must oblige its Sub-Contractors expressly to the same secrecy and to return the documents / samples / molds.

### 4. Changes

4.1. Metal 1st AG reserves the right, the Contractor / ordering recipients to ask for changes, which must confirm in writing any changes within the time limit set in the notice of change.

4.2. Because of these changes metal 1st AG may adjust prices, provided that they can be set out plausible by the Contractor / Order recipient.

4.3. Price increases and price reductions as a result of such amendments shall be defined in writing and also in writing.

4.4. Price increases can be made in writing within one month after the adoption of the amendments by the Contractor / Order recipient.

### 5. Prices and Payment

5.1. Unless otherwise mentioned in the order, the agreed prices are fixed prices.

5.2. Metal 1st AG must approve all price changes in writing.

5.3. Unless otherwise agreed, invoices, delivery notes and shipping documents must be handed over to metal 1st AG separated - that does not mean together with the consignment; the documents must be made accordingly, so that the order and reference number and the exact delivery date can be seen. If metal 1st AG demands, the delivery documents must be drawn up in accordance with the instructions of metal 1st AG. The handing over of certificates of origin or certified commercial invoice shall be deemed included in delivery of the Contractor / Order recipient / beneficiary of the order.

5.4. Unless otherwise specified in the order the payment must be released 60 days after the receipt of the invoice and the relevant documents.

5.5. Without specific contractual agreement, FCA manufacturing site of the Contractor / beneficiary order / Order recipient (according to Incoterms 2010) applies.

## **6. Delivery**

6.1. The Contractor / Order recipient must notify metal 1st AG immediately in writing if a delivery or service delays or a delay beyond the fixed date is likely. The notification must include a proposal of the Contractor / Order recipient to speed up the sequence so that the delivery (delivery dates) can be achieved on time. If the causes of the delay lie with by the Contractor / Order recipient, the costs incurred for this are to be borne by the Contractor / Order recipient.

6.2. The agreed delivery date is binding, force majeure (revolution, war, environmental disaster, epidemic and trade embargo) excluded. If the Contractor / Order recipient finds that due to force majeure he is not able to meet the specified delivery date, he must notify metal 1st AG in writing immediately.

6.3. In the event of late delivery due to the fault of the Contractor / Order recipient, the Contractor / Order recipient must pay metal 1st AG the value of 1% for each day of delay up to 10% of the total order value, unless otherwise agreed. The last delivery of an order triggers the amount of penalty to be applied. In addition to the penalties for late delivery, additional costs for expedited deliveries, customs clearance fees, costs for arranging such deliveries and other costs related to the late delivery shall be borne entirely by the contractor without limitation until the order value is reached. The total amount shall be deducted from the last payment.

6.4. The payment of liquidated damages for delay in delivery does not release from the obligation to supply in accordance with the terms of the contract / order.

6.5. If the Contractor / Order recipient does not even deliver the goods within the agreed extension period, metal 1st AG has the right to cancel the order with immediate effect and to claim compensation for delay in delivery to the Contractor / Order recipient / Order beyond any amount for liquidated damages.

6.6. Based on a delay due to force majeure of longer than four weeks has metal 1st AG the right to cancel the purchase order immediately without granting a grace period. In such a case, make a claim for damages any party.

## **7. Delivery item**

7.1. The subject matter to be delivered must correspond to its intended purpose of use and correspond to the latest state of the art. If the delivery item and / or its parts are subject to certain standards, the latest DIN standards or applicable in the country of destination of the goods in accordance with the instructions standards of metal 1st AG are applied in the absence of information otherwise.

7.2. If in special cases, a deviation from a particular standard is required, the Contractor / Order recipient must obtain the written consent of metal 1st AG. The liability of the Contractor / Order recipient is not affected to such an agreement.

7.3. The necessary operating manuals and instructions in English (another language can be explicitly stated in the contract / order) are supplied together with the object and are part of the order or of the order. This also applies to branded products, which are supplied by subcontractors of the Contractor / Order recipient. These documents must be labeled with a unique identification in accordance with the requirements of metal 1st AG (material number, project and machine part number) and are delivered to metal 1st AG. Where not otherwise agreed, must be sent this in paper form, and electronic / editable form.

7.4. The Contractor / Order recipient is obliged to meet the latest safety precautions in the interests of environmental protection and the prevention of accidents and comply with all official and legal requirements of that of metal 1st AG destination country.

7.5. Detailed delivery instructions are mentioned in the individual contracts.

## **8. Develop**

8.1. The company contract corporate personnel for the construction subject to separate terms and conditions that must be agreed by consensus.

## **9. Warranty**

9.1. Unless otherwise agreed, the Contractor / Order recipient metal guaranteed 1st AG that the delivery item during 24 months after the complete delivery FCA according INTOMERMS 2010 (factory of Contractor / Order recipient) has the information required by the purchase order properties, as well as the by the Contractor / Order Receiver warranted additional features. The Contractor / Order recipient guarantees in particular that the goods have been produced with the most appropriate material. He is also responsible for the professional and reliable development and production, is being assumed that the Contractor / ordering receivers are known the use of the delivery item and the final local conditions. Is found in the supply during the warranty period due to a repair fault or design defect on the part of the Contractor / Order recipient any defect, the Contractor / Order recipient must then at his own expense and in its sole discretion and based on a the Contractor / Order recipient believes appropriate assessment defective parts either repair on site or in a suitable workshop, repair, replace or make install.

9.2. The warranty period for repaired or replaced parts replaced in accordance with Article 9.1.

## **10. Liability of the Contractor / Order recipient for the technical equipment and technical documentation**

10.1. The Contractor / Order recipient is obliged immediately to correct defective technical documentation and technical equipment at his own expense - if necessary, even on site. The liability of the Contractor / Order recipient is limited to the total amount of the ordered technical equipment.

## **11. Product liability**

11.1. The Contractor / Order recipient agrees, metal 1st AG to hold against third-party claims entirely harmless and replace it with all damages or losses it incurs due to product liability claims relating to trade receivables. Metal 1st AG agrees to inform the Contractor / Order recipient without delay after he becomes aware of such claims. Metal 1st AG reserves the right to make a claim against the Contractor / Order recipient courts even if timing constraints of an applicable product liability laws exist. The Contractor / Order recipient liable metal 1st AG against all damage for some reason out of or in connection with the respective order / the respective order, for which he is responsible. The liability limit is limited to the value of the relevant contract or order. No liability exists for indirect or consequential damages and / or loss of profits, including loss of sales and loss of a contract, provided that the Contractor / Order recipient has not acted with gross negligence.

## **12. Industrial property rights and intellectual property rights**

12.1. The Contractor / Order recipient is responsible for ensuring that the supply of goods and use any intellectual property rights or intellectual property rights of any third party. He must keep metal 1st AG against all claims including legal fees, arising out of such attacks.

## **13. Subcontracting**

13.1. For the fulfillment of the contract / order, the Contractor / Order recipient may not enter into contracts with subcontractors, without first obtaining the written consent of metal 1st AG. Such consent is not required for the purchase of raw material as long as no other regulation on behalf / in the order there.

13.2. In spite of the consent of metal 1st AG or end user to a subcontractor, the Contractor / Order recipient continues to bear full responsibility for any act or omission by its subcontractors, their employees or agents. The Contractor / Order recipient guarantees that all information and data, which are supplied to metal 1st AG, are correct, including those of subcontractors. The Contractor / Order recipient must metal 1st AG for all damages resulting from this incorrect information or information that compensate.

Any investments in any of metal 1st AG or by the end user in the preparation, planning and the design of the work, at the choice of material, at the choice of subcontractors and to any review or acceptance of documents of the Contractor / Order recipient by metal 1st AG or the end customer relieves the Supplier / Order recipient from its responsibilities with respect to the owed and timely execution of work.

## **14. Other provisions**

14.1. The Contractor / Order recipient is forbidden to publish without the consent of metal 1st AG anything in connection with a contract / an order with the mention of the name of metal 1st AG. Without the written approval of the printing of metal 1st AG may not be printed.

14.2. The goods supplied under this contract must meet the requirements of all applicable environmental laws and regulations. The Contractor / Order recipient must metal 1st AG against all claims of third parties, including holding public offices, resulting from any violation of such laws and regulations on the part of the Contractor / Order recipient, harmless and indemnify him for it.

## 15. Insurance

15.1. The Contractor / Order recipient shall complete all the insurance companies that would enter into a sufficiently prudent Contractor / Order recipient for similar work, and in any case all the legally required insurance. Unless otherwise specified in the mandate / in the order, the Contractor / ordering recipients work in the common name of the Contractor / Order recipient and of metal 1st AG to the full replacement value must be insured as follows: (A) for any loss or damage from the date of award of the contract / order to the date of transfer of risk; and (B) during the warranty period for any loss or damage caused by the Contractor / Order recipient during the execution of outstanding work. The Contractor / Order recipient must also pay a liability insurance against third party insurance against death or personal injury and property damage incurred due to the implementation of the work. The insurance is to be concluded for not less than the amount of € 2 million. Where the Contractor / Order recipient no proof of insurance before, can metal 1st AG out and maintain such insurance itself. The corresponding paid by Metal 1st AG premiums are deducted from the order amount.

## 16. Force Majeure

16.1. For contract / order are "Acts of God" reasonably unforeseeable acts or events that prevent the affected party from fulfilling its obligations under the contract or conditions prescribed by the other party under this purchase order to comply, provided that such acts or events beyond the reasonable control range of the party concerned are not of the party concerned are in debt and that party was not able to prevent such acts or events through the use of foresight and diligence, always assuming that the event under at least one of the following categories fall:

1. war, hostilities (whether war has been declared or not), invasion, mobilization, forced feeding or embargo; or
2. ionizing radiation or exposure to radioactivity by nuclear fuel or nuclear waste explosion of nuclear fuel, radioactive toxic explosive or other hazardous properties of other nuclear explosive compounds or nuclear components thereof; or
3. rebellion, revolution, rebellion, military or unlawful power and civil war; or
4. riot, civil unrest, terrorism or disorder, with the exception of those who are governed solely by the employees of the parties; or
5. flooding, lightning, cyclone, typhoon, earthquake, fire, explosion, shipwreck, transportation accidents or other accidents or natural disasters; or
6. adverse local weather conditions; or
7. absence of approval of a regulatory body within a reasonable, foreseen by the legislation of that country time after a request has been made correctly; or
8. any national air strike or nationwide labor strike, which may affect the supply of spare parts.

The unavailability of funds or loans from the party, a shortage of raw material, which no request for an import / export license, which is necessary according to the order / order for the production, delivery and importation of parts, remanufactured parts, or for the provision of technical field service work, are not Acts of God. Acts of God must be supported by the expert authorities of the country in which the events have taken place.

## 17. Temporary Suspension

17.1. Metal 1st AG has the right to cancel the delivery, for example under the following circumstances:

- If the end customer metal 1st AG paid not according to the contract.
- Until the customer does not fulfill its contractual obligations or for violating a substantial part of the contract.
- The delivery schedule shall be extended by the period of such temporary suspension without any legal consequences. ,

The above specified provisions are applied by analogy to cases and circumstances in which the end customer delivery of lying when he defers reasons, i.e. through no fault of metal 1st AG and / or the Contractor / Order recipient. Want metal 1st AG cancel the purchase order from lying in her reasons, they must inform the Contractor / Order recipient reimburse all costs incurred up to the date of cancellation in connection with the execution of the work. The the Contractor / Order recipient under this sub clause amount paid will not exceed the order amount. , Payments above liberate metal 1st AG of all obligations. Finished the end customer the contract with Metal 1st AG without just cause, is metal 1st AG the same right to cancel the order to. In this case, metal replaces 1st AG the Contractor / Order recipient's expense for the execution of the entire work or parts thereof that have been performed before the cancellation date. Accrued costs must be justified metal 1st AG credible and must take account of customary and local circumstances. Other claims are excluded.

## 18. Termination

18.1. Metal 1st AG may terminate the contract / order at any time. Upon termination (for any reason other than an insolvency or delayed performance of the Contractor / Order recipient) have metal 1st AG and the Contractor / Order recipient arise reasonable termination costs for works that have been carried out prior to such termination and as a direct result of such termination or incurred negotiate. Upon termination, the Contractor / Order recipient must surrender any documents or information.

## 19. Right to refuse acceptance

19.1. Decides metal 1st AG following an inspection, investigation or examination of a part of the delivery, that this part of the delivery matches faulty or not with the order / the order, may metal 1st AG refuse to accept the said part by the Contractor / Order recipient within a reasonable time is notified in writing of such a refusal to accept. In this written notice of the reasons for this decision must be indicated. After a refusal to accept such, the Contractor shall repair the defect or replace the refused delivery or parts of it and resubmit for examination, audit or inspection in accordance with this sub-item / Order recipient, with all the costs that metal 1st AG or the end-user an appropriate manner by a cohabitation or incurred as a result of such an investigation, follow-up or inspections must be borne by the Contractor / Order recipient.

## **20. Acceptance of delivery**

20.1. Metal 1st AG assumes the delivery, if the following conditions are met.

- (A) The delivery has successfully passed all tests in accordance with contract / order, and
- (B) all records and documents (including certified commercial invoices and certificates of origin) are to Metal 1st AG was delivered; and
- (C) the Contractor / Order recipient has fulfilled all other obligations arising from contract / order and has the supply and services in accordance with contract / purchase order delivered and rendered.

## **21. Insolvency**

21.1. Insolvency of the Contractor / Order recipient (if he takes eg payments, insolvency proceedings sought to avoid bankruptcy or goes bankrupt) may require metal 1st AG by the Contractor / Order recipient to provide a security within a reasonable period of time. If the Contractor / ordering recipients fail to do so, may metal 1st AG without affecting other, their legal right to undertake rights and remedies the contract in its entirety or partially terminate. In such a case, the Contractor must / Order recipient, if requested by metal 1st AG, etc. passed all parts of the work that have been produced wholly or partially, material, molds, checking fixtures and drawings of metal 1st AG. The price that must be paid by Metal 1st AG for such parts, materials, molds, checking fixtures or drawings of metal 1st AG is set according to the price specified in the contract, less any reasonable additional costs that metal 1st AG by the execution of the work arise.

## **22. Code of Conduct**

22.1. The Contractor / Order recipient in any case is obliged to comply with the applicable laws. The Contractor / Order recipient will participate actively or passively, directly or indirectly, in any case to any form of corruption. If the Contractor / Order recipient of these obligations, 1st AG is entitled metal regardless of other claims, to terminate the contract / order or cancel.

## **23 Interim Report**

23.1. The Contractor / Order recipient must submit, indicating the state of the material procurement of production and delivery in the form of tables (EXCEL) according to the instructions of metal 1st AG a progress report according to the specifications of metal 1st AG. Without mutual contract of this report must be sent to the buyer via e-mail on the 5th day of each month. The report must work progress to date of issue demonstrate and confirm that the work is progressing according to the contract schedule. The Contractor / Order recipient must provide a detailed explanation for the delay and indicate the corrective measures to be proposed to maintain the original timetable again. In addition, a date for the anticipated obtaining the original timetable must be given for any delay.

## **24. Performance, Jurisdiction and Applicable Law**

24.1. The place of performance for the goods specified in the order is the destination, the place of payment is the seat of metal 1st AG.

24.2. The courts at the seat of metal 1st AG are solely responsible for all matters related to the contract / order metal 1st AG may also contact the courts at the domicile of the Contractor / Order recipient.

24.3. The contract / purchase order is subject to the substantive laws of Switzerland. The United Nations Convention on the International Sale of Goods (CISG) Convention of 11.4.1980 does not apply.

## **25. Saving clause**

25.1. Our contract is subject to the fulfillment there are no obstacles on the basis of national and / or international foreign trade and customs requirements or any embargos and / or other sanctions.

## **26. Limitation**

26.1. Claims against us arising out of or in connection with the Order expire after two years from the date of receipt of the delivery and the invoice.

## 27. Export Control and Customs

27.1. The Contractor / Order recipient shall inform us about any were related license requirements for (re-) export of its goods in accordance with Swiss, European, US export and customs regulations as well as the export and customs regulations of the country of origin of his goods to actively teach.

For goods requiring an export license gives the Contractor / Order recipient within 10 working days after receipt of order a written declaration for the goods positions with the following information from:

- Order number, order position and order number
- Export list number according to Annex AL to the German Foreign Trade Regulations resp. the current Annex I of EC Regulation 1334/2000 (dual-use Regulation)
- For US goods or goods with US components (including technology and software) the ECCN (Export Control Classification Number) of the CCL (Commerce Control List) resp. EAR 99 (subject to the EAR) in accordance with US Export Administration Regulations (EAR)
- The commodity code (HS Code).

At our request, the Contractor / Order recipient is also obliged to make us the following additional information:

- Was whether the goods transported through the United States, made in the USA or stored or manufactured using US technology,
- The commercial origin of the goods and the components of his estate, including technology and software.

The Contractor / Order recipient is obliged to inform us in writing of any changes. All information mentioned above shall be addressed to that person in order header.

Valid from 18.11.2014