

General Terms and Conditions of Purchase of TYROLIT Hydrostress AG, Pfäffikon 1 Sept. 2019

1. General information

1.1 The following Terms and Conditions of Purchase apply to all procurement contracts (purchase contracts, contracts for work, contracts for labour and materials and other purchase agreements) concluded by TYROLIT Hydrostress AG, 8330 Pfäffikon (hereinafter referred to as HS), unless expressly stated otherwise in the order. Even if not expressly rejected, general terms and conditions of the supplier are in all cases inapplicable, unless expressly accepted in writing by HS.

1.2 Divergent agreements, supplementary agreements, assurances and changes to the conditions of purchase must be agreed in writing and only apply to the individual case in hand.

1.3 All offers submitted to HS shall be binding on the offeror/supplier for at least 60 days from the date of receipt by HS and shall not justify a claim for the placement of an order or remuneration.

1.4 The corresponding order and item number of HS shall be quoted in all documents of the supplier. Deliveries, notifications, invoices, etc. without these details shall be deemed not to have been received given the impossibility of processing them.

1.5 If, for any reason whatsoever, individual provisions of these Terms and Conditions of Purchase are invalid, the remaining provisions shall remain fully effective.

2. Order placement

2.1 Orders must be made out in writing (e.g. fax or e-mail) or transmitted via electronic data interchange (EDI) and contain HS's individual order number. Orders sent by e-mail are valid without signature if the orders are issued using HS's forms and the e-mail – according to the e-mail signature – originates from a buyer of HS.

3. Quantity contracts

3.1 Quantity contracts are divided into types A, B and C and relate to defined services with regard to quantity, price and call-off batch sizes. They usually last for 18 months.

3.2 Type A: The supplier undertakes to make the specified batch size available again within 14 days of the last call-off.

3.3 Type B: The supplier begins production or completion immediately upon receipt of a call-off order containing the exact specifications. The degree of prefabrication shall be specified to the supplier in the quantity contract.

3.4 Type C: Special agreements are made in writing with the supplier, which are set out in the quantity contract.

3.5 Expenses in connection with the delivery incurred by the supplier due to non-compliance with the written agreements may not be passed on to or claimed from HS.

4. Order confirmation and acceptance

4.1 The supplier shall bindingly confirm/accept the order in writing within 3 business days from the date of the order. In the case of orders sent by post, fax or EDI, the supplier is requested to mark the order as confirmed and return a copy to HS immediately. By accepting the order from HS, the supplier fully submits to these Terms and Conditions of Purchase.

4.2 If the supplier objects to details of the order, HS reserves the right to cancel the order.

5. Delivery, receipt, acceptance and consequences of delay

5.1 Delivery is due on the agreed delivery date at the place of destination. As soon as the supplier becomes aware that punctual or complete delivery is not possible, it shall notify HS thereof immediately stating the duration of the delay.

5.2 In the event of late or incomplete delivery, HS shall also be entitled to withdraw from the contract or insist on delivery without allowing a grace period. In the event of an unapproved delay in delivery, HS shall be entitled to meet its requirements elsewhere at the supplier's expense. The purchaser reserves the right to claim for damages.

5.3 The delivery must be correctly packed and accompanied by proper accompanying documents showing the complete order number and material number/designation. Legally valid acceptance of the delivery shall only take place after checking and approval by HS's incoming goods inspection. Transfer of risk takes place after delivery to the place of destination.

5.4 Partial deliveries and early deliveries are permitted only by agreement; payment periods shall not begin until the agreed delivery date.

6. Fixed prices, invoices

6.1 Unless otherwise agreed, the stated prices are fixed prices. They include all ancillary costs, such as packing, transport, etc.

6.2 Invoices quoting the order number shall be sent to HS separately from the delivery, preferably electronically, to kreditoren-CH@tyrolit.com, otherwise by post to *Accounts Payable Department, Tyrolit - Schleifmittelwerke Swarovski K.G., Swarovskistrasse 33, 6130 Schwaz, Austria*.

7. Terms of payment

7.1 Payment terms are "30 days 2% discount" or "60 days net" after receipt of the invoice, unless otherwise agreed, but at the earliest after receipt of the delivery. However, any payment shall not signify acknowledgement of the correctness of the delivery. The right is reserved to offset payments against counterclaims in connection with the contract performance.

7.2 In the case of advance payments, the supplier shall, upon request, provide appropriate security (e.g. bank guarantee) and interest.

7.3 Claims of the supplier against HS may not be assigned without the express consent of HS.

8. Warranty, liability

8.1 As a specialist, the supplier guarantees that the delivery item does not exhibit any defect detracting from its value or suitability for the intended use and that it has the warranted characteristics and meets the required performance and specifications. The delivery item must comply with public-law regulations at the place of destination (e.g. SEV, SVDB, SUVA, CE conformity, etc.).

8.2 The warranty period is 24 months from the date of successful commissioning or successful use of the delivery item, but not longer than 36 months from the date of delivery.

8.3 If it becomes apparent during the warranty period that the delivery or parts thereof do not meet the warranted performance in accordance with Clause 8.1, the supplier shall be obliged to remedy the defects on site or have them remedied at its own expense. If a full repair is not to be expected within a period of time satisfactory to the purchaser, the supplier shall deliver and install a defect-free replacement. If the supplier cannot practicably remedy the defects immediately, the purchaser shall be entitled to remedy the defects itself or have them remedied or procure a replacement at the supplier's expense. Transport costs and any travel expenses for works carried out under warranty shall be borne by the supplier.

8.4 The supplier shall be liable for sub-suppliers as for its own performance.

8.5 Replacement deliveries and repairs likewise carry a two-year warranty from the date of successful commissioning of the replacement delivery or successful use of the repaired delivery item.

8.6 The supplier is also liable for the completeness and accuracy of information or statements contained in certificates or test reports.

8.7 The purchaser reserves the right to claim compensation in the event that the supplier's defective deliveries or services result in delays in delivery to third parties.

8.8 The purchaser reserves the right to claim compensation for consequential damages and hidden defects.

8.9 The supplier shall be liable for ensuring that persons are not injured by the delivery and use of the offered items. If necessary it will indemnify the purchaser in full.

9. Right of inspection

The purchaser shall be entitled to monitor the progress of the work; this shall not alter or restrict the supplier's obligation to fulfil the contract.

10. Installation

If the supplier is also obliged to carry out installation, this shall be included in the delivery price, unless separate remuneration has been agreed.

11. Work at the purchaser

In addition to these General Terms and Conditions of Purchase, the purchaser's safety instructions must be observed when working on the purchaser's premises.

12. Drawings and operating instructions

12.1 Upon request, detailed drawings shall be made available to the purchaser for approval before the start of production. The purchaser's approval does not release the supplier from its responsibility for ensuring functional suitability and usability. The final execution plans, maintenance and operating instructions and spare parts lists for the proper maintenance of the supplied item shall be handed over to the purchaser free of charge upon delivery.

13. Secrecy

13.1 All information, drawings etc. which the purchaser hands over to the supplier for the manufacture of the delivery item may not be used for other purposes, reproduced or made available to third parties and shall remain the intellectual and material property of HS. Any copyrights belong to the purchaser. Upon request, all documents including all copies or duplicates are to be returned to the purchaser immediately. If no delivery takes place, the supplier shall hand over the documents to the purchaser unasked.

13.2 The supplier shall treat the order and the associated works or deliveries confidentially and take all possible steps to comply with secrecy requirements.

13.3 Technical documents of the supplier or its sub-suppliers shall be treated confidentially by the purchaser. They shall remain the intellectual property of the supplier or sub-supplier.

14. Industrial property rights

14.1 The supplier shall indemnify HS and hold it harmless with respect to all patent and other disputes in connection with industrial property rights arising in connection with the delivery and, regardless of whether or not it is at fault, reimburse HS for all costs arising from restrictions on the use of the delivered goods.

15. Force majeure

15.1 The contracting parties are not liable for the non-fulfilment of contractual obligations due to events of force majeure. "Force majeure" means unforeseeable and objectively unavoidable circumstances occurring after the contract is concluded.

15.2 The contracting party invoking force majeure is obliged to notify the other party immediately of the occurrence and expected duration of such force majeure. Otherwise it may not invoke force majeure.

15.3 Upon request, the supplier shall provide the purchaser with certified confirmation of the circumstances which it claims to be force majeure.

16. COMPLIANCE, REACH, CLP AND ROHS

16.1 The Supplier shall strictly comply with TYROLIT's Code of Business Conduct for Suppliers („TYROLIT Code of Conduct for Suppliers") available at:

www.TYROLIT.at/en/special-pages/footermenu/supplier-information.html

16.2 The Supplier shall ensure on its own responsibility that the goods comply with the provisions of Regulation (EC) No. 1907/2006 concerning the Registration, Evaluation,

Authorisation and Restriction of Chemicals ("REACH") as currently amended. In particular, the substances contained in the goods shall be registered as required under REACH.

The Supplier shall provide TYROLIT with safety data sheets and further information in accordance with REACH without solicitation. In particular restrictions and/or prohibitions

of substances respectively applications and possible concentrations of substances of the Candidate List (SVHC) shall be notified to TYROLIT. Supplier of articles which contain

substances on the Candidate List in a concentration above 0.1% (w/w) have to provide sufficient information to allow safe use of the article. The Candidate List is constantly

being updated and latest information can be found on the website of the European Chemicals Agency (www.echa.europa.eu).

16.3 Chemical substances shall be classified, labelled and packed according to Regulation (EG) No. 1272/2008 (CLP / EU-GHS) as currently amended.

16.4 Moreover, the Supplier shall ensure on its own responsibility that the goods it is to supply or any part thereof fully comply with the requirements of the RoHS Directive

2011/65/EU ("RoHS") as currently amended, and the national legislation implementing this Directive within the European Union, and are suitable for RoHS-compliant

manufacturing processes.

16.5 The supplier is obligated to indemnify TYROLIT from any liability relating to the supplier's non-compliance with the above directives or to compensate TYROLIT for damages

and costs TYROLIT incurs due to the supplier's non-compliance with the directives or damages that are related to this non-compliance.

17. Applicable law and place of jurisdiction

17.1 Applicable law: The individual contract, these Terms and Conditions of Purchase and the relevant provisions of Swiss law, to the exclusion of the Vienna Sales Convention (SR 0.221.211.1).

17.2 Place of performance and jurisdiction: CH-8330 Pfäffikon ZH