

GENERAL CONDITIONS OF CONTRACT FOR THE SUPPLY OF STATRON EQUIPMENT AND SERVICES
(Version 04-2022 Q_04_01_12_EN)**1. GENERAL**

- 1.1 These general conditions of supply shall be binding if declared applicable in the tender or in the order acknowledgement. Any conditions stipulated by the customer which are in contradiction to these general conditions of supply shall only be valid if expressly acknowledged by the supplier in writing.
- 1.2 The contract shall be deemed to have been entered into upon receipt of supplier's written acknowledgement stating its acceptance of the order. Tenders, which do not stipulate an acceptance period shall not be binding.
- 1.3 All agreements and legally relevant declarations of the parties to the contract must be in writing in order to be valid. Declarations in text form which are transmitted by or recorded on electronic media will be equated with written declarations when specifically, so agreed by the parties.
- 1.4 Should a provision of these general conditions of supply prove to be wholly or partly invalid, the parties to the contract shall jointly seek an arrangement having a legal and economic effect which will be as similar as possible to the invalid provision.

2. SCOPE OF SUPPLY

- 2.1 The supplies and services are exhaustively specified in the order acknowledgement and in appendices thereto.
- 2.2 This quotation covers the design, manufacture, routine testing, packing and marking of equipment and accessories listed in the commercial offer and according to the contract specification. Unless explicit stated, the quotation does not include civil works of any nature, external power & control cables between the equipment the control room and the batteries or cable sealing ends, lugs, or any other cable jointing or earthing materials.

3. TECHNICAL DOCUMENTS AND APPROVALS

- 3.1 Brochures and catalogues are not binding. Data provided in technical documents are only binding in so far as having been expressly stipulated as such.
- 3.2 Each party to the contract retains all rights to technical documents provided to the other. The party receiving such documents recognises these rights and shall – without previous written consent of the other party – not make the documents available to any third party, either in whole or in part, nor use them for purposes other than those for which they were handed over.
- 3.3 If detailed drawings have to be approved by the Purchaser, we submit the drawings within 5 weeks from the date of PO. In the delivery time we have included 2 weeks for the approval of drawings. Should the approval be delayed or the user requires major modifications, the delivery time may be extended.

4. PRICES

- 4.1 Unless otherwise agreed upon the supplier's prices are net, ex works (EXW), in EUR excluding packing and excluding VAT. VAT is at the expense of the customer. Packaging, transport, insurance, assembly, installation and commissioning are not included in the price. If the conclusion of the contract and delivery are more than 3 months apart, the supplier is entitled to increase the prices stated in the order confirmation if the costs on which the calculation is based have increased, after informing the customer accordingly. Any additional charges, such as, but not limited to, freight charges, insurance premiums, fees for export, transit, import and other permits, as well as for certifications, shall be borne by the customer. Likewise, the customer shall bear any and all taxes, fees, levies, customs duties and the like which are levied out of or in connection with the contract, or shall refund them to the supplier against adequate evidence in case the supplier is liable for them.
- 4.2 In the event of an order being placed against our offer, we reserve the right to adjust our prices to the current rates ruling at the date of placing the order. Prices thereafter remain fix and firm during the contract period.
- 4.3 The supplier reserves the right to adjust the prices in case the Forex, wage rates or raw material prices vary between the submission of the tender and the contractually agreed performance. In such case, the adjustment shall be made according to the attached price adjustment clause. In addition, an appropriate price adjustment shall apply in case:
 - The delivery time has been subsequently extended due to any reason stated in Clause 8, or the material or the execution has undergone changes because any documents furnished by the customer were not in conformity with the actual circumstances, or were incomplete.

- The nature or the scope of the agreed supplies or services has changed.
- The material or the execution has undergone changes because any documents furnished by the customer were not in conformity with the actual circumstances, or were incomplete.

5. TERMS OF PAYMENT

- 5.1 Payments shall be made by the customer at supplier's domicile according to the agreed terms of payment, without any deduction for cash discount, expenses, taxes, levies, fees, duties, and the like. Payment shall be deemed to be affected as far as Euros or Swiss Francs have been made freely available to the supplier at supplier's domicile.
- 5.2 The dates of payment shall also be observed if trans-port, delivery, erection, commissioning or taking over of the supplies or services is delayed or prevented due to reasons beyond supplier's control, or if unimportant parts are missing or if post-delivery work is to be carried out without the supplies being prevented from use.
- 5.3 If the advance payment or the contractually agreed securities are not provided in accordance with the terms of the contract, the supplier shall be entitled to adhere to or to terminate the contract, and shall in both cases be entitled to claim damages.
- 5.4 If the customer, for any reason whatsoever, is in delay with a further payment, or if the supplier is seriously concerned that it will not receive payments in total or in due time, the supplier, without being limited in its rights provided for by law, shall be entitled to refuse the further performance of the contract and to retain the supplies ready for dispatch until new terms of payment and delivery will have been agreed and until the supplier will have received satisfactory securities. If such an agreement cannot be reached within a reasonable time, or in case the supplier does not receive adequate securities, the supplier shall be entitled to terminate the contract and to claim damages.
- 5.5 If the customer delays in the agreed terms of payment, it shall be liable for interest with effect from the agreed date on which the payment was due at a rate depending on the terms prevailing at the customer's domicile. The right to claim further damages is reserved.

6. COUNTRY OF ORIGIN

- 6.1 The country of origin for the Systems are Switzerland or Europe if not stated otherwise in the offer.

7. RESERVATION OF TITLE

- 7.1 The supplier shall remain the owner of all supplies until having received the full payments in accord. with the contract.
- 7.2 The customer shall cooperate in any measures necessary for the protection of supplier's title. In particular upon entering into the contract it authorises the supplier to enter or notify the reservation of title in the required form in public registers, books or similar records, all in accordance with relevant national laws, and to fulfil all corresponding formalities, at customer's cost.

8. DELIVERY TIME

- 8.1 The delivery time shall start as soon as the contract is entered into all official formalities such as, but not limited to, import, export, transit and payment permits have been completed, payments due with the order have been made, any agreed securities are given and the main technical points are settled. The delivery time shall be deemed to be observed if by that time the supplier has sent a notice to the customer informing that the supplies are ready for dispatch.
- 8.2 The delivery time is reasonably extended:
 - If the information required by the supplier for performance of the contract is not received in time or if the customer subsequently changes it thereby causing a delay in the delivery of the supplies or services.
 - If hindrances occur which the supplier cannot prevent despite using the required care, regardless of whether they affect the supplier or the customer or a third party. Such hindrances include, but shall not be limited to, epidemics, mobilization, war, revolution, serious breakdown in the works, accidents, labour conflicts, late or deficient delivery by subcontractors of raw materials, semi-finished or finished products, the need to scrap important work pieces, official actions or omissions by any state authorities or public bodies, natural catastrophes, acts of God.
 - If the customer or a third party is behind schedule with work it has to execute, or with the performance

- of its contractual obligations, in particular if the customer fails to observe the terms of payment.
- 8.3 The customer shall be entitled to claim liquidated damages for delayed delivery in so far as it can be proved that the delay has been caused through the fault of the supplier and that the customer has suffered a loss as a result of such delay. If substitute material can be supplied to accommodate the customer, the latter is not entitled to any damages for delay.
- 8.4 Damages for delayed delivery shall not exceed ½ per cent for every full week's delay and shall in no case whatsoever altogether exceed 5 per cent of the contract price of the part of the supplies in delay. No damages at all shall be due for the first two weeks of delay.
- 8.5 After reaching the maximum liquidated damages for delayed delivery, the customer shall grant the supplier a reasonable extension of time in writing.
- 8.6 In case a specific date instead of a delivery period is fixed, such date shall correspond to the last day of a delivery period; Clauses 8.1 to 8.4 apply by analogy.
- 9. PACKAGING, MARKING AND STORAGE**
- 9.1 Unless stated otherwise in the commercial offer, standard packing has been included in our prices. The prices indicate a standard packaging and markings. Supplier defines the standard packaging and markings.
- 9.2 The equipment shall be marked according to the Supplier's standard unless specific instructions have been given by the Purchaser.
- 9.3 If at the scheduled delivery date, the Purchaser is unable or unwilling to take delivery for any reason, the Supplier may accept to arrange for storage of the equipment at the Purchaser's risk. However, the Purchaser shall in that event reimburse the Supplier for all costs incurred by such storage and shall pay for the goods at the originally scheduled delivery dates.
- 10. PASSING OF BENEFIT AND RISK**
- 10.1 The benefit and the risk of the supplies shall pass to the customer by the date of their leaving the works.
- 10.2 If dispatch is delayed at the request of the customer or due to reasons beyond supplier's control, the risk of the supplies shall pass to the customer at the time originally foreseen for their leaving the works. From this moment on, the supplies shall be stored and insured on the account and at the risk of the customer.
- 11. FORWARDING, TRANSPORT AND INSURANCE**
- 11.1 The supplier shall in time be notified of special requirements regarding forwarding, transport and insurance.
- 11.2 The customer shall be responsible for taking insurance against risks of any kind.
- 12. INSPECTION AND TAKING-OVER OF THE SUPPLIES**
- 12.1 As far as being normal practice, the supplier shall inspect the supplies and services before dispatch. If the customer requests further testing, this has to be specially agreed upon and paid for by the customer.
- 12.2 The customer shall inspect the supplies and services within a reasonable period and shall immediately notify the supplier in writing of any deficiencies. If the customer fails in doing so, the supplies and services shall be deemed to have been taken over.
- 12.3 Having been notified of deficiencies according to Clause 12.2, the supplier shall as soon as possible remedy them, and the customer shall give the supplier the possibility of doing so.
- 12.4 Deficiencies of any kind in supplies or services shall not entitle the customer to any rights and claims other than agreed upon both parties.
- 13. GUARANTEE AND LIABILITY**
- 13.1 Unless otherwise stated in the commercial offer, the guarantee period is 12 months from the date of energizing of the equipment or FAT but not longer than 18 months counted from the date of Ex-works, whichever expires earlier.
- 13.2 The Supplier's guarantee covers all defects directly related to design, material or workmanship and all damaged parts. The Purchaser shall give written notice of any defect within 14 days after discovery thereof, and shall put the defective parts at the disposal of the Supplier. The guarantee is not applicable in the case of defect due to faulty, improper operation or disregard of Supplier's technical instructions, accidental handling, improper maintenance, improper environment, repair or intervention by the Purchaser or any third party.
- 13.3 For replaced or repaired parts, the guarantee period starts a new and lasts 6 months after replacement or completion of the repair or taking-over, but not longer than the expiry

- of a period being double to the guarantee period stipulated in the preceding paragraph. The guarantee expires prematurely if the customer or a third party undertakes inappropriate modifications or repairs or if the customer, in case of a defect, does not immediately take all appropriate steps to mitigate the damage and give the supplier the possibility of remedying such defect.
- 13.4 The Supplier's liability is limited to defects that appear within the guarantee period. No other liabilities are included in the Supplier's offer.
- 13.5 The supplier shall not be liable for loss of production, loss of profit, loss of use, loss of contracts or for any other consequential or indirect loss whatsoever.

14. STANDARDS AND TESTING

- 14.1 The equipment has been calculated according to the IEC Standard and to be manufactured and tested in accordance with the relevant IEC recommendations.
- 14.2 The offered systems are type tested by internationally recognized agency in Switzerland, accordingly no further costs of additional type test are included in our prices. The Supplier will execute the routine tests at the manufacturing factory, in compliance with the relevant IEC recommendations. Should the Client request on repetition of any type tests in the presence of an internationally recognized testing laboratory, the costs thereof shall be borne by the Client.

15. NON-PERFORMANCE OR BAD PERFORMANCE

- 15.1 In all cases of bad performance or non-performance, the supplier shall be notified immediately. The supplier shall have the possibility to repair or replace in reasonable time.
- 15.2 In case Clause 15 applies, any claims shall be limited to the products only and no further liability or any further claim shall apply. Any claim for damages shall be limited to 5 per cent of the contract price for the supplies and services affected by the termination.

16. TERMINATION OR RIGHT OF RECOURSE OF THE CONTRACT BY THE SUPPLIER

- 16.1 The contract shall be adapted appropriately, if unforeseen events considerably change the economic effect or the content of the supplies or considerably affect the activities of the supplier, or if performance subsequently becomes impossible. In so far as such adaptation is economically not justifiable, the supplier shall be entitled to terminate the contract or the parts affected thereby. If the supplier wishes to terminate the contract it shall – after having recognised the consequences of the event – immediately inform the customer; this applies even if an extension of the delivery time has been agreed before. In case of termination of the contract the supplier shall be entitled to the payment of those parts of the supplies and services which have already been carried out. Claims for damages on the part of the customer because of such termination are excluded.
- 16.2 If, through actions or omissions of the customer or of persons employed or appointed by it to perform any of its obligations, personal injury or damage to the property of third parties occurs and if a claim is made against the supplier, then the latter shall be entitled to take recourse against the customer.

17. FORCE MAJEURE

- 17.1 In the event the Supplier is prevented from fulfilling his obligations described in the Contract, by force major, directly or indirectly affecting his activities or those of any other person or company connected with the sale, manufacture or shipment of the equipment, the Supplier shall not be liable for any loss, delay in fulfilling his obligations and may, at his option, extend the time of delivery of the equipment or, should the restrictive circumstances persist, re-negotiate or cancel unconditionally the unfulfilled portion of the contract to the extent so affected. However, in no case shall payments for delivered equipment or services rendered be interrupted due to the force major. The Supplier shall notify the Purchaser within 15 days from force majeure.
- 17.2 Cases of force majeure include - but are not limited to - natural catastrophes, fire, epidemics, perils of the sea, war or civil unrest, Government measures, labour disputes, breakdown in plant, unavailability of transportation or loading facility, failure in supply of public utility or materials, disruption in procurement from suppliers of parts, or any other cause or circumstance beyond the reasonable control of Supplier.

18. JURISDICTION AND APPLICABLE LAW

- 18.1 The place of jurisdiction for both the customer and the supplier shall be at the registered office of the supplier. The supplier shall, however, be entitled to sue the customer at the latter's registered address.
- 18.2 The contract shall be governed by Swiss substantive law.