

General conditions

General

The present general conditions for customer orders are binding if declared applicable in the offer or order confirmation or if agreed in writing or otherwise by the parties. Contrary conditions by the customer (AG) are only valid if they have been explicitly accepted in written form by the company FBT Fahrzeug- und Maschinenbau AG (FBT).

All agreements and legally relevant declarations concluded by the parties within the contract will only be valid in written form. Unless otherwise agreed, documents established or transmitted by electronic means will be equivalent to written form.

Offers and conclusion of contracts

Unless otherwise agreed, offers individually created for the AG are valid for sixty days.

The contract is considered concluded when FBT has confirmed in writing acceptance of the order.

If the AG has to modify the contract volume/content after contract conclusion, any fees will be at the expense of the AG unless otherwise agreed. According to the volume of modifications, FBT can stop the project in order to restructure the project planning. Related delays of delivery terms have to be accepted by the AG.

Observance of confidentiality

The contract parties will treat all information as confidential that is neither common knowledge nor freely accessible. Confidentiality must be maintained even prior to the agreement being concluded and remains in force even after termination of the agreement. Legal information duties remain reserved.

Regulations in force in the country of destination

The AG has to make FBT aware of the prescriptions and norms in the country of destination insofar as they can influence the services and safe operation. Otherwise, the services correspond to the prescriptions at the headquarter of FBT. Any adaptations to the prescriptions and norms of the country of destination will be at the expense of the AG.

Services

The services offered by FBT consist of the contractual products offered and the services requested by the customer. Principally, the AG receives all components for functional products.

Details of the service volume are part of the document «Offer/order confirmation». Additional services are optionally available for the AG on request and at extra charge.

Technical improvements or further developments can be executed by FBT at any time unless they cause an increase in price or have a negative impact on the contractual product.

FBT only sell contractual products offered by themselves and advise the AG in terms of mounting and application. Integration and implementation of the products delivered by FBT in the customer-specific conditions are the responsibility of the AG.

An agreement is regarded as having been fulfilled by FBT as soon as all contractually agreed services are delivered.

Prototypes

If needed, FBT produce a prototype to test the products under real conditions and if necessary FBT carry out adjustments.

Delivery/offsetting of the prototype take place after release by the AG. FBT confirms the release to the AG by the corresponding document «confirmation of release» (**W6-DO-105**). After receipt of this document, the AG has a right of withdrawal within three (3) working days. If the AG does not exercise this right, the release is definitive and cannot be undone.

If no further agreements are made, the product supplied is tested, mounted and ideally put into operation by the AG. Parts being damaged due to improper handling have to be reordered in writing by the AG. Arising costs shall be assumed by the AG.

If no support for the putting into operation of the products supplied is requested by the AG, FBT assume that the AG has the necessary skills regarding mounting and handling of the products supplied.

FBT provide the AG with advice for the putting into operation and acceptance of the prototype. If necessary, specialists of FBT are on site for the initial acceptance of the product and report in the "Acceptance protocol" (**product-specific document number**) dimensions, state and basic and safety functions as well as the mounting conditions.

Error handling of incorrectly manufactured/premounted parts will be taken over by FBT. Error handling due to inadequate mounting conditions or modified frame conditions will be at the charge of the AG.

In case the AG renounces the support by FBT, he has to document by means of an acceptance protocol the dimensions, state and the basic and safety functions as well as the mounting conditions.

If the AG modifies/changes or installs the products supplied by FBT in the operation area of the products or mounts products not existing at the time of initial acceptance, the AG has to verify if the characteristics requested by him can be guaranteed even after the modification. For products/components/parts modified by the AG, the warranty claim expires without written warning by FBT provided that no further agreements have been taken (see chapter **responsibility for defects and guarantee obligation**).

If the characteristics defined cannot be tested due to failures of the AG, those failures will be written down in the document «confirmation of release» (**W6-DO-105**). If FBT does not receive any feedback regarding untestable characteristics before release of the serial product, these characteristics are considered fulfilled. Possible subsequent costs because of untested characteristics will be at the expense of the AG.

Serial products

Products without technical or production defect will not be taken back or replaced.

FBT provide the AG with advice for the putting into operation and acceptance of the serial product. If needed, specialists of FBT are on site for the acceptance and report in the document "acceptance protocol" the dimensions, state and basic and safety functions as well as the mounting conditions.

Error handling on incorrectly produced/premounted parts will be taken over by FBT. Error handling due to inadequate mounting conditions or modified frame conditions will be at the expense of the AG.

System support

If products supplied by FBT have to be adapted after delivery of the contractual products because of modified norms and standards or if the products can be optimised on the basis of acquired knowledge, the AG can charge FBT with the adaptation of the product supplied. FBT carry out these adaptations analogously to a new project. On request, the AG receives a new offer and the new project will be executed in accordance to the general conditions.

Spare parts

For the duration of fifteen years after series production end, FBT guarantee to provide the customer with spare parts as well as with the documents necessary for the service. The supply of these spare parts is executed within a maximum of four weeks after order confirmation, unless other indications are made by FBT. In

Erstellung (Datum/Visum): 20.03.2018 ISG Änderung (Datum/Visum): 20.03.2018	Freigabe (Datum/Visum): 20.03.2018 ISG
	Seite 2 von 4

agreement between the contract parties, the scheduling of the projected need for spare parts in the running production is carried out prior to the actual series production end of the contractual products.

Insofar as it is about parts not being produced by FBT themselves but obtained from subcontractors, the term of delivery of four weeks can be exceeded.

Products of subcontractors are subject to change. If subcontractors change their products/technologies within the guaranteed supply so much that those are not backward-compatible or if subcontractors cease their business, FBT shall not be liable for possible excess costs.

Prices

Without any completions, the prices shall be (in Switzerland, value added tax stated) in accordance with the indications valid at the conclusion of the agreement, ex works and without packaging.

Arising expenses for the contract processing, e.g. for insurance, transport, official authorization, taxes, duties or other charges shall be at the expense of the AG.

Payment conditions

Normally, payments are executed within the agreed term of payment after invoicing. In case of delivery delays, the AG has the right to extend the agreed delivery term according to the occurred delay in delivery. In case the agreed payment terms are not met, FBT invoices default interest of 6% p.a. from the first day after the due date and overdue fees from the second dunning level.

Invoices

The invoice includes the order number and the corresponding reference notes and is sent to the address of the AG.

Delivery terms

The delivery terms agreed between FBT and the AG are considered to be fulfilled if the item has arrived at the customer at the date agreed and can subsequently be accepted. If delivery is carried out earlier than agreed, the customer reserves the right to settle the corresponding invoice only within the payment term of the delivery term agreed.

FBT informs the AG in every project about the important terms and deadlines for the regular production of the contractual product. In case deadlines have to be postponed due to failures of the AG, all subsequent costs are at the expense of the AG unless other agreements have been made.

Terms of delivery/shipping

If necessary, the AG gives specific shipping instructions. In the absence of any other agreement, FBT deliver ex works. Transport, transport insurance/customs clearance and timely delivery are in the responsibility of the AG. Every consignment includes a dispatch note with the corresponding order number. If the item is not sent directly to the AG, the AG receives a separate copy of the dispatch note. Furthermore, FBT issue all necessary shipping papers.

The packaging of the contractual products is carried out by FBT, at the expense of the AG, and is not taken back unless other agreement has been made.

Inspection and taking-over of the supplies

If possible, FBT inspects the supplies before shipping. The AG inspects the supplies within five working days after receipt and has to inform FBT immediately about possible defaults. If he fails to do so, the deliveries and services are considered to be accepted.

FBT has to correct the notified defects as soon as possible and the AG shall afford FBT the opportunity to do so.

Further taking-over inspections have to be agreed separately.

Liability for defects and guarantee obligation

Guarantee obligation of FBT is twenty-four months and starts with the dispatch of the deliveries from the factory.

For parts being replaced or repaired during guarantee period, the guarantee period is twelve months.

Should the AG or third parties carry out incorrect repairs or adaptations without prior consent of FBT, the guarantee obligation expires prematurely. The guarantee also expires prematurely if the AG does not take the necessary measures to minimize the damage or if the AG does not give FBT immediately the opportunity to correct the defect.

FBT is obliged to replace/repair parts of their deliveries becoming defective due to insufficient material or incorrect production as soon as possible after their choice. FBT can take back parts replaced. In this case, they are property of FBT.

Guaranteed characteristics are only those expressly described as such. The guarantee shall apply at the latest until the end of the guarantee obligation. In case the guaranteed characteristics are not fulfilled, the AG is entitled to claim remedial measures. In case of serious defects not repairable within a reasonable period and considerably minimizing the usability of the contractual product, the AG has the right to refuse taking over the defective product.

Any guarantee and liability of FBT shall be excluded for defects and damages caused by natural wear, incorrect maintenance, disregard of operation instructions, excessive use, improper operating materials, chemical or other environmental influences or other reasons for which FBT are not responsible.

The AG has no further rights or claims for guarantee, liability for defects or absence of guaranteed characteristics than those explicitly mentioned in this paragraph.

General limitation of liability and exclusion of further liability of FBT

For all cases of non-performance or improper performance due to fault of FBT and not explicitly mentioned in the present conditions, the AG shall be entitled to set a reasonable period of grace for the performance of the contract. If this period of grace elapses unused due to fault of FBT, the AG has the right to withdraw from the contract for the contractual products and services concerned.

Without other agreement, all cases of contractual violations and their legal consequences as well as all claims and rights of the AG, independent of their legal grounds, are definitely settled by these general conditions of sale and delivery. Then, all claims for damages, price reductions or cancellation of contract/contract withdrawal not explicitly mentioned are excluded. Under no circumstances the AG has the right to claim for compensation of subsequent damages, like production failure, limited use, loss of orders placed by third parties, third party claims for conventional penalty, lost profit or other indirect or direct damages.

This exclusion of liability does not apply as far as it is contrary to compulsory law.

Place of jurisdiction and applicable law

Exclusive place of jurisdiction is the headquarter of FBT. The contractual relationship shall be subject to the substantive Swiss law.

Erstellung (Datum/Visum): 20.03.2018 ISG Änderung (Datum/Visum): 20.03.2018	Freigabe (Datum/Visum): 20.03.2018 ISG
	Seite 4 von 4