

Terms and Conditions of Production, Sale and Delivery

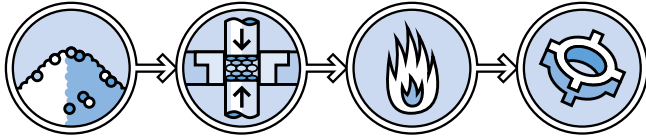
(as at March 2018)

1. General points

- 1.1 In the absence of provisions to the contrary in the contract itself, these Terms and Conditions of Production, Sale and Delivery ('T&C') govern the contractual relationship between Meyer Sintermetall AG (the 'Seller') and its customers.
- 1.2 In addition to the contract, they are the sole provisions governing the contractual relationship between the Parties. Unless agreed otherwise in writing, any general purchasing conditions that the Customer may have issued are hereby deemed inapplicable.
- 1.3 These T&C, to which the contract makes reference, become applicable as soon as the contract is concluded in accordance with Art. 3 below.

2. Preparation of offer

- 2.1 Prior to the contract being concluded, the Seller will submit an offer to the Customer, containing the volume requested and the unit price of the goods which the Customer is planning to order.
- 2.2 The unit price stated in the offer includes only the production and sale of the ordered items. It does not cover the costs of any special tools, insurance premiums, packaging or delivery. It is stated exclusive of value-added and other taxes.
- 2.3 Should a special tool be required to manufacture the goods which the Customer is planning to order, the Seller will calculate the related cost to the Customer and state it in the offer.
- 2.4 The offer will state the estimated delivery date for the goods.
- 2.5 The offer will be drawn up on the basis of information supplied by the Customer, including any drawings, plans or other technical documents that may have been provided. The Customer alone is responsible for the information, drawings and plans that are supplied as a basis for the offer, and thus bears sole liability, if:
 - the drawings, plans and other information that have been supplied are still subject to third-party rights;
 - the drawings, plans and other information that have been supplied are incomplete or defective. The only exception to this is if the drawings, plans and information that have been supplied are not defective in themselves, but are incompatible with the properties of the raw material provided by the Seller. In such a case, the Seller will notify the Customer that



the technical properties of the goods the Customer is planning to order are not compatible with the material used.

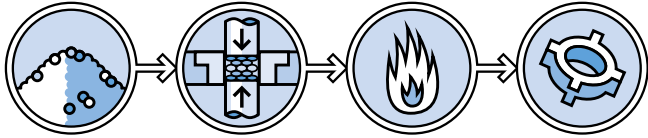
- 2.6 The drawings, plans and information that have been supplied to the Seller as a basis for the offer remain the property of the Customer alone. The Seller undertakes not to use them in any way to benefit any third part, except with the express consent of the Customer.
- 2.7 The offer states the period for which it remains valid.
- 2.8 The offer remains valid only for the stated period, and for the volume of goods and the unit price it contains. The Seller is therefore not bound by this offer should the Customer change the volume of goods ordered. Furthermore, it is not bound by the offer if the Customer subsequently modifies the technical properties of the goods that they are planning to order.
- 2.9 The offer is based on the daily price of the raw material. Consequently, the Seller reserves the right to amend the offer if the price of the raw material changes after the offer has been submitted but before the contract is concluded.
- 2.10 The offer contains an express reference to the present T&C, which are enclosed with it.

3. Conclusion of the contract

- 3.1 The contract is validly concluded when the Customer confirms the order in writing within the validity deadline stated in the offer, thereby accepting the terms and conditions of that offer (e.g. unit price and quantity of goods ordered).
- 3.2 Any and all requests to amend the contract (number of units, technical properties, etc.) must be made by the Customer in writing or be the subject of a new written offer from the Seller.
- 3.3 Once they receive the Customer's acceptance of the offer and terms and conditions, the Seller will send them an order confirmation summarising the the terms of the agreement between the Parties (nature and number of items ordered, unit price, any additional costs of making special tools, and estimated delivery dates).

4. Order cancellation

- 4.1 Should the order be cancelled after the contract has been concluded (Art. 3.1 of the present T&C), the Seller will invoice the Customer a fixed fee of 10% of the value of the order, plus any costs of additional toolmaking and the cost of any items that have already been produced, up to the maximum value of the order. This fee is payable within 30 days of the date of issue of the Seller's invoice.



4.2 Once the fee that is due has been paid, the Seller will keep the items that have been produced available to the Customer, who must arrange their removal at their own expense. The Seller will not charge any storage fees for the 30 day-period during which the order cancellation fee must be paid.

4.3 Should the Customer not wish to take possession of the items that have been produced, the Seller reserves the right to invoice the Customer additional storage costs for the storage (from the 31st day after the issue of the Seller's invoice) and disposal of these items.

5. Delivery dates

5.1 Estimated delivery dates are stated on the offer, in accordance with Art. 2 of these T&C. They are estimated by the Seller on the basis of the technical information supplied by the Customer, as well as the other parameters of the potential order (specifically the volume that is to be produced).

5.2 The Seller accepts no liability whatsoever for delays in delivery as the result of an amendment to the order (amendments to drawings and technical information; change to the number of items ordered, etc.).

5.3 Delivery dates will be calculated by the Seller as of the issue of the order confirmation by the Seller (Art. 3.3 of these T&C).

5.4 The delivery date stated on the offer and/or the order confirmation is deemed to be approximate. A tolerance margin of 10% is considered acceptable and in accordance with the stated delivery date.

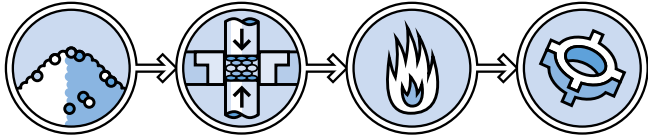
5.5 The delivery is considered made when the goods leave the Seller's premises to be forwarded to the delivery address given by the Customer.

5.6 Where delivery dates are concerned, the Customer assumes the risks associated with the transportation of the goods between the Seller's premises and the delivery address given by the Customer.

5.7 The Seller bears no liability whatsoever if the delivery date cannot be met as a result of a shortage of the raw material or delays in the delivery of the same, for reasons for which the Seller is not at fault. Similarly, it bears no liability if the reason for the delivery date not being met lies with one of its suppliers.

6. Production start-up

6.1 Production start-up will be planned as soon as written confirmation of the order is received from the Customer (Art. 3.1 of these T&C).



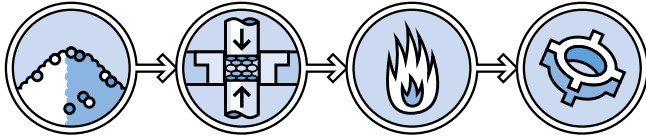
- 6.2 Should the production of the goods that have been ordered additionally require the design or purchase of (a) special tool(s), production will not begin until any financial contribution set out in the offer (Art. 2.3 of these T&C) has been credited by the Customer to the Seller's bank account. In any event, the special tool(s) remain the exclusive property of the Seller.
- 6.3 The Seller will produce the number of units stated in the order, plus an additional 10%, which is required for technical reasons. This additional 10% will not be invoiced to the Customer unless it is actually delivered. The unit price stated in the offer will apply to any additional items which are supplied.

7. Goods shipment

- 7.1 The Seller will ship the ordered goods to the Customer in packaging appropriate to the method of transport used. The Seller will invoice the Customer at cost price for packaging the goods. These costs are thus not included in the unit price stated in the offer.
- 7.2 In the absence of any other agreement, wrapping and packaging material remain in the possession and the property of the Customer.
- 7.3 If it organises goods transport itself, the Seller will insure the goods while in transit. If the transport is organised by the Customer directly, the Seller will not assume any of the costs of insurance. The Customer thus bears sole responsibility for insuring the goods being transported, and for paying the associated premiums. Upon request, the Seller will provide the Customer with any documents that may be required to take out such insurance.
- 7.4 If transport is organised by the Customer directly, risk transfers to the purchaser as soon as the goods leave the Seller's premises. If transport is arranged and insured by the Seller, risk transfers to the Customer upon receipt of the goods.
- 7.5 The costs of transporting the goods that have been ordered are charged to the Customer.

8. Receipt of goods

- 8.1 The Customer must check the goods that have been delivered immediately upon receipt. They must notify the Seller of any defect or complaint within 30 days at the latest of receiving the goods. In the absence of any complaint during the period mentioned above, the goods will be deemed to have been accepted by the Customer.
- 8.2 The Customer must return any defective goods to the Seller. The Customer may not make any modification to the goods in question after any fault has been identified. Goods will be deemed accepted if any such modifications are made.



- 8.3 Defective goods which are the subject of a complaint by the Customer within the set period will be replaced by the Seller as quickly as possible.

9. Payment

- 9.1 The invoices issued by the Seller fall due for payment within 30 calendar days. They must be paid in accordance with the bank details stated by the Seller, and it may not incur any additional fees.
- 9.2 If payment of the invoices is late, the Customer will be deemed to be in default immediately. The Seller is not required to grant a grace period.
- 9.3 Default interest is charged at 5% per annum.
- 9.4 If payment in instalments has been agreed, any payment that is more than ten (10) days late will result in the entire order value that remains outstanding falling due for payment immediately.

10. Interpretation of these T&C

The French version takes precedence in the event of any contradiction between the German, English and French versions of these T&C.

11. Legal venue

Any and all commercial disputes between the Seller and the Customer are subject to the territorial jurisdiction of the judicial authorities at the registered office of the Seller, including the Commercial Court of the Canton of Bern if its material jurisdiction extends to the subject of the dispute and the status of the parties.