

## GENERAL TERMS AND CONDITIONS OF BUSINESS OF THE TRACO GROUP SWITZERLAND

### 1. General

1.1 These General Terms and Conditions of Business ("T&C") shall apply to any legal relations between the Traco companies mentioned at the end of this document ("TRACO", "we", "us") and its customers (the "Customer") in connection with the sale and delivery of goods and services from TRACO's product range (the "Products" and/or the "Services")(the Agreement).

1.2 These T&C shall form an integral part of the Agreement between TRACO and the Customer insofar as and to the extent that nothing to the contrary has been agreed in writing between us as vendor or service provider and the Customer.

1.3 TRACO reserves the right to amend the T&C at any time. Any amendments shall be valid as of their notification to the Customer and shall apply to all Agreements following such notification.

1.4 The term "Services" includes the services of both the Traco company referred to in an individual contract and/or any other company that forms part of TRACO with reference to this contract.

1.5 Insofar as a specific issue is not regulated by special or general terms and conditions, the relevant Swiss laws and regulations shall apply.

1.6 No terms and conditions of business of the Customer are binding for our Products and Services, even if we have not raised any express objection to them.

### 2. Offers, orders and conclusion of the Agreement

2.1 Any offers which do not contain an acceptance period are without obligation and non-binding on us until acceptance of the Customer's order by us. For offers ex warehouse the right is reserved to sell the goods at any time prior to acceptance of the order. Acceptance of orders is generally affected by means of a written order confirmation by us or by signing a written Agreement between the Customer and us.

2.2 Subject, scope and price of the Products and Services sold are defined exclusively through the offer from TRACO or the written order confirmation from TRACO.

2.3 Changes or additions to the scope of Products and Services to be delivered can only be made by mutual consent and must always be confirmed in writing.

2.4 All details contained in our order confirmations must be checked immediately on receipt by the Customer and are binding for the execution of the order unless these are queried immediately in writing.

2.5 We reserve the right to make technical and other changes to our Products and our catalogues and data sheets, in particular the design and construction, insofar as these are minor or necessitated by manufacturing or the result of technological progress. The right to make technical changes to the Products within the scope of further product development shall be reserved.

2.6 Every partial delivery of Products and Services is deemed a transaction which is to be billed separately.

2.7 The Customer is responsible for compliance with all relevant national and international export regulations.

### Prices and payment terms and conditions

3.1 In the absence of any agreement to the contrary our prices are understood as being exclusive of taxes and customs duties, insofar as this is permitted by law, and ex warehouse or ex works (EXW), incl. packaging and without any deductions. We charge statutory VAT on all prices at the rate applicable at the time of concluding the Agreement.

3.2 All our invoices are payable net within 30 business days from the date of the invoice without any deductions unless other payment terms and conditions have been expressly agreed in writing.

3.3 The Customer must meet all types of transportation costs, taxes, duties, fees and customs duties which are charged in connection with the contract, or refund them in return for appropriate evidence from TRACO if TRACO has been rendered liable to payment of same.

3.4 The retention of payments and offsetting of claims as a result of any counterclaims not recognized by us is not permitted.

3.5 If the payment deadlines are not met by the Customer, the Customer must pay interest on arrears at [6%] from the due date without any special reminder

or a grace period. The obligation to payment in accordance with the terms of the Agreement is not cancelled through the payment of interest on arrears.

3.6 If shipment of the Products is delayed at the request of the Customer these will be stored by TRACO at the Customer's expense and risk. This shall not result in extending the payment deadline.

### 4. Payment arrears

4.1 If the Customer fails to comply with the specified payment terms and conditions, or if it becomes insolvent, all our credit balances with it, irrespective of the agreed payment deadlines, are due for payment and can be called in immediately by us.

4.2 If the Customer is in arrears with a payment, we shall be entitled to demand advance payment or security, to retain or discontinue our services and/or to withdraw in part of in full from the Agreement.

4.3 The Customer must reimburse us in full for the loss incurred. We shall also be entitled to cancel without notice all orders already confirmed to the Customer but not yet executed, or orders in the process of being executed.

### 5. Packaging and shipment

5.1 Unless agreed otherwise the packaging will not be taken back.

5.2 An order shall be deemed delivered if the freight carrier has unloaded the Products at the specified location, or the consignment has been handed over to the post office or rail company. Services are considered to have been accepted (at the latest) on payment of the invoice.

### 6. Delivery period

6.1 Unless expressly agreed in writing the delivery periods specified in our order confirmations are only to be considered approximate.

6.2 Delivery of goods ordered on a fixed date basis must be taken within the agreed period of time. On expiry of this period any remaining part of the order will be billed and due for payment and then, at the Customer's choice, either dispatched or placed in storage at the Customer's expense and risk.

### 7. Force majeure

7.1 Events that prevent fulfilment of contractual obligations by TRACO in accordance with the terms of the Agreement do not constitute any delay by and any liability on the part of TRACO insofar as these events are outside our control or that of our contractors, suppliers or our subcontractors.

7.2 Events deemed to be force majeure include, among others, acts of God, partial or total destruction of production premises, shortage of raw materials, mobilization, war, acts of sabotage, strikes, lockouts, unrest, demonstrations, revolution, official decrees, flood, storm, fire and other natural events, trade embargos or other trade restrictions or any other event classed as a force majeure event according to international standards and practices.

7.3 In the case of an act of God event the delivery period is extended by the duration of this event.

### 8. Transfer of benefit and risk, transport

8.1 Benefit and risk pass to the Customer no later than on departure of the consignment ex warehouse or ex works, even if delivery is carriage free.

8.2 Responsibility for insurance against transport damage lies with the Customer.

8.3 Complaints relating to the transport should be sent immediately by the Customer to the final freight carrier on receipt of the consignment or the freight documents.

### 9. Inspection and approval of the Product

9.1 Delivered Products must be inspected by the Customer on receipt, in any case however before any use.

Complaints relating to quantity or condition or type of Product are only valid if these are notified to us in writing within 8 (eight) business days after receipt. If the inspection reveals that the Product does not comply with the terms of the Agreement, TRACO must be given the opportunity to remedy the defect as soon as possible.

9.2 If the inspection is not carried out, the Product shall be deemed to have been approved and we are released from all liability (insofar as this is permitted by law).

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9.3 We will only accept returns by prior agreement, providing these are returned carriage free, in brand new condition and in the original packaging.

### 10. Warranty

10.1 TRACO warrants that Products are and remain free of flaws that evidently result from material defects, manufacturing errors or construction faults provided that:

- (a) the warranty is not excluded as detailed in this T&C;
- (b) the Customer has notified TRACO in writing of the defect and given reasons within 10 business days after delivery, except for defects that could not be detected by the Customer upon careful inspection ("Hidden Defects"); and

in case of a Hidden Defect, the Customer has notified such defect to TRACO in writing and giving reasons within 10 business days after discovery ("Warranty Claim").

10.2. In the event of a Warranty Claim, TRACO will at its own option and discretion either (i) repair the defective Product or remedy the non-conforming Service; (ii) deliver a flawless Product as replacement or an equivalent replacement product; or (iii) return to the Customer or waive payment of the difference between the price of the Product and its reduced value resulting from the defect or credit the same amount to the Customer for future purchases of Products and Services.

10.3 This warranty replaces all other warranties which are expressly not granted in this case and expressly excludes such other warranties, regardless of whether these other warranties were granted to the Customer expressly or on an implied basis. This includes, among others, all warranties regarding merchantability, fitness for a particular purpose, suitability, conformity and non-infringement of the specifications stated by the Customer.

10.4 The warranty does not apply to (i) wearable parts that are worn out over the course of time in accordance with the intended use, (ii) loss/damage caused by use in conjunction with another product, (iii) loss/damage caused by abnormal or non-standard physical or electrical loads or environmental influences, accidents, misuse, incorrect use, fire, earthquake or other external influences or by negligent or improper handling or operation, (iv) loss/damage caused by modified and repaired products as well as all other products not approved by TRACO or (v) the case in which products have not been used and maintained in accordance with the guidelines and instructions of TRACO.

10.5 In the event that we have repaired or replaced a Product, or rectified deficiencies in the Services, insofar as this is permitted by law, the Customer has no further rights with regard to deficiencies or claims against TRACO, even if we have pointed out to the Customer the potential of possible further loss/damage. In particular, the Customer has no right (non-contractual and contractual), as a result of absence of performance or breach of contract by TRACO, to prematurely terminate the contract with us, to demand a reduction in the purchase price or compensation or other payment, such as for example compensation for loss/damage actually suffered, special or consequential loss/damage, accidental or indirect loss/damage, compensation in the sense of a contractual penalty or compensation for lost profit, revenue, business opportunity, goodwill, reputation or data.

10.6 The warranty period is based on the warranty provisions for each individual item. In any event it is limited to a maximum of 36 months from dispatch of the consignment ex warehouse or ex works. The warranty period for Services is 24 months from their acceptance.

10.7 These provisions are subject to the mandatory provisions of the Federal Product Liability Act (PrHG) or other laws.

10.8 In accordance with the applicable law, verbal statements made by us or our agents do not represent any explicit or implied assurances and warranties from us with reference to the Product and are not binding on us.

10.9 Insofar as this is permitted by law, the warranty also expires prematurely and in full if the Customer carries out modifications or repairs itself or has these carried out by third parties, without our written consent.

### 11. Liability

11.1 Insofar as this is permitted by law, we have no liability for loss/damage arising from a breach of the instructions for use supplied by us, or from the misuse of the results of our Services.

11.2 The Customer declares that it shall be liable for all instructions issued by it in connection with the performance of the Agreement.

11.3 TRACO shall not be liable for indirect or secondary damages (including damages resulting from cyber-security incidents, such as software viruses, malware and hacking), consequential damages, lost profit, lost revenue, lost savings, delay damages or damages in connection with warranties or guarantees. TRACO's liability for auxiliary persons shall be excluded to the extent permitted by law.

11.4 The Customer shall indemnify TRACO for any liability claims made against and all costs and expenses incurred by TRACO as a result of breaches of duties and obligations by the Customer in accordance with these T&C, the Agreement or other agreements between the parties.

11.5 In any event, TRACO's total liability to the Customer (contractual and non-contractual) is limited to [50%] of the price paid by the Customer for the Products and Services.

### 12. Intellectual property rights and trade secrets

12.1 All intellectual property rights and ownership rights, in particular patents, copyrights, designs and trademark rights to the Products and Services (in particular work results) shall be the property of TRACO. The same applies to custom-built products that TRACO designed or manufactured for the Customer, even if this was done on the basis of instructions, designs or models of the Customer.

12.2 Both parties shall keep the trade secrets of the other party that are disclosed within the scope of fulfilling the Agreement or otherwise confidential and take adequate measures so that unauthorized persons do not become aware of trade secrets.

### 13. Data collection and data protection

13.1 TRACO shall process the data of the Customer and its employees exclusively pursuant to the legal provisions, including the Federal Data Protection Act (DPA). Data is processed for the purpose of invoicing, execution of agreements, contacting the Customer and marketing, specifically to design and develop the Products and Services.

13.2 The website of TRACO uses various services and cookies that process the data of the Customer and its employees. Details can be found and downloaded at [<https://www.tracopower.com/generally/legal-notes/>].

### 14. Place of performance and jurisdiction

14.1 The exclusive place of performance for all obligations of the parties and the exclusive place of jurisdiction for any disputes between the parties arising from or in connection with the Agreement lies with the courts at the domicile of [leading Traco unit].

14.2 Swiss substantive law is applicable to all relations between TRACO and the Customer. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) dated April 11, 1980, is excluded.

### 15. Miscellaneous

15.1 Any statement evidenced in text form, in particular by e-mail and facsimile, shall be deemed a written statement of a party. Such statements shall be deemed to have been delivered and taken note of at the time they are accessed by the addressee.

15.2 If any provision of these T&C should prove to be invalid or unenforceable, the validity and enforceability of the remaining parts of the T&C shall not be affected. The parties undertake in such case to replace the invalid or unenforceable part of the T&C by a valid and enforceable provision that is in content as close as possible to the original intent of the parties.

Traco Holding Aktiengesellschaft  
Traco Industrietechnik Aktiengesellschaft  
Traco Electronic Company Limited  
TracoPower Ltd.

Sihlbruggstrasse 111, CH-6340 Baar, Switzerland  
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