

General Terms and Conditions for Procurement by Cendres+Métaux SA

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1. Scope

- 1.1. These conditions apply to the procurement activities of Cendres+Métaux. They govern the contractual relationship between the Supplier and Cendres+Métaux with definitive effect, provided and to the extent that in any specific case the parties have not concluded any alternative or additional written agreements. The application of the Supplier's General Terms and Conditions of Supply is therefore expressly excluded, unless the parties have agreed to the contrary in writing.
- 1.2. The Supplier declares that by accepting an order, the Supplier also acknowledges and accepts these General Terms and Conditions. Quotations, orders and any order confirmations may only validly be submitted in writing or by e-mail.

2. Quotation

An enquiry is requesting the supplier, as specialist, to provide a quotation free of charge. The quotation must be in line with the descriptions and objectives provided by Cendres+Métaux and express reference must be made to any differences that arise. The Supplier is obliged to provide Cendres+Métaux automatically with all useful information in writing. If the Supplier does not apply a time limit to the quotation, it remains binding for 60 days from receipt by Cendres+Métaux.

3. Orders

If the conclusion of a contract is dependent on confirmation of an order, Cendres+Métaux is only bound by it if such confirmation does not contain any discrepancies from the order.

4. Prices

Insofar as nothing has been agreed to the contrary, the specified prices are deemed to be fixed prices. They include all ancillary costs such as packaging, transport costs, etc.

5. Delivery times and consequences of delay

- 5.1. Delivery is due at the destination on the agreed delivery date. If the parties have expressly agreed a fixed date ("fixed-date transaction"), delay will automatically be deemed default, unless prior notification of difficulties has been given and the parties have agreed an alternative solution. If no fixed date has been agreed, the Supplier may be placed in default following a warning.
 - 5.2. If the payment of liquidated damages has been agreed in the case of late delivery, this shall be set at 1 percent for each week's delay from commencement of default, but no more than 5 percent of the price of the delayed delivery. If the Supplier is late with part of a delivery, the calculation of the liquidated damages shall be based on the price of the whole delivery to be made by the Supplier which has been affected by the delay in delivery of the part. This shall not affect the right of Cendres+Métaux to claim compensation in respect of damages that go beyond those covered by the liquidated damages.
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- 5.3. The Supplier may only rely on the defence of the failure by Cendres+Métaux to provide essential services if such services have been requested from Cendres+Métaux in writing in good time.
- 5.4. Partial deliveries and early deliveries are only permissible if they have been agreed in advance in writing.

6. Transport, risk, insurance and packaging

- 6.1. Special modes of transport and routes must be agreed in advance in writing. The terms and conditions of the transportation, risk transfer, insurance and packaging needs to be stipulated according the “Incoterms 2010” guidelines.
- 6.2. The transfer of risk occurs after delivery at the destination. If the Supplier believes that specific transport insurance should be taken out in respect of one or more deliveries, this must be agreed in advance.
- 6.3. The Supplier is solely responsible for proper packaging. The Supplier must draw the attention of Cendres+Métaux to the need for special care when removing any temporary structures or similar.

7. Liability and warranty

- 7.1. The Supplier, as specialist, is responsible for ensuring that the delivered goods do not contain any defects that affect their value or suitability for the specified use, that they have the assured properties and that they correspond to the prescribed performance requirements and specifications. The delivered goods must satisfy the legal and public regulations in force at the destination (e.g. Chemical Regulations, ChemV, SEV, SVDB, SUVA, etc.).
- 7.2. The Supplier warrants a valid declaration of origin with each shipment on the invoice. The declaration of origin has to be in line with the preferential trade agreements, if applicable.
- 7.3. The supplier warrants the Cendres+Métaux company policy regarding the due diligence in the supply chain for the delivery of any raw materials. The compliance with the policy of due diligence in the supply chain is a key element of the procurement practices at Cendres+Métaux and the supplier warrants the policy for the sourcing of all rawmaterials, semi-finished products as well as for finished products. An extract of the policy regarding the due diligence in the supply chain can be downloaded from www.cmsa.ch/downloads.
- 7.4. The Supplier is liable towards Cendres+Métaux for any direct and indirect damages incurred by Cendres+Métaux from the failure of the delivered goods to conform to the properties set out in subsection 7.1. The Supplier is liable in this on behalf of any subcontractors as well as for its own performance.
- 7.5. The Supplier shall cover the delivered goods with a warranty for 12 months from successful commissioning, use etc. by Cendres+Métaux, but no longer than 24 months from delivery. If any defects are found to the delivered goods during this period, the Supplier is obliged to rectify, or have rectified, these defects on site, at its own expense. If full rectification cannot be expected within a period that is expedient for Cendres+Métaux, the Supplier must deliver and install a defect-free replacement. If the Supplier is not effectively in a position to rectify the defects immediately, Cendres+Métaux shall be entitled, at the expense of the Supplier, to rectify the defects itself, have them rectified by a third party or obtain a replacement. The transport costs and any travel expenses in connection with warranty work shall be borne by the Supplier.

7.6. Any replacements or improved items shall be covered by a new twelve-month warranty.

8. Withdrawal

8.1. If the Supplier is in default with regard to delivery or warranty work as provided by subsection 7.3, and in the case of non-fixed-date transactions is still in delay after a period of grace has been allowed, Cendres+Métaux may withdraw from the contract and refuse the delivery.

8.2. If it becomes apparent before the delivery due date that the Supplier will miss the delivery deadline, Cendres+Métaux may withdraw from the contract and refuse delivery regardless of whether or not the parties have agreed a fixed date.

8.3. Cendres+Métaux also has a right to withdrawal if, in the course of production, it can be foreseen that the goods to be delivered will not be suitable for the specified use.

8.4. Withdrawal in accordance with subsections 8.1 to 8.3 shall not affect the rights of Cendres+Métaux to claim liquidated damages and/or compensation. General Terms and Conditions for Procurement by Page 3 of 4 Cendres+Métaux SA

9. Right of inspection

Cendres+Métaux is entitled to check the progress of the Supplier's work. If Cendres+Métaux makes use of this right, this shall not change or limit the obligation of the Supplier to provide contractual performance.

10. Warranty

of title The Supplier is liable for ensuring that the supply and use of the goods provided do not infringe the intellectual property rights of third parties (patents, design rights, model rights, etc.). If claims are nevertheless made against Cendres+Métaux by third parties in connection with any intellectual property rights, the Supplier shall indemnify Cendres+Métaux in full.

11. Assembly

If the Supplier is also obliged to carry out assembly work, this shall be included in the supply price, provided no special remuneration for this has been agreed in writing in advance.

12. Work carried out at the Cendres+Métaux premises

In the case of work carried out at the Cendres+Métaux, in addition to these General Terms and Conditions of Business, the Cendres+Métaux safety regulations must also be complied with.

13. Drawings and operating instructions

Before production is begun, and if so requested, working drawings must be submitted to Cendres+Métaux for approval. Approval of these working drawings by Cendres+Métaux does not release the Supplier from its responsibility to ensure either the functional suitability and feasibility or the quality of the goods provided in accordance with subsection. On delivery, the Supplier shall provide Cendres+Métaux free of charge with the definitive working plans, the maintenance and operating instructions and the spare parts lists required for proper maintenance.

14. Confidentiality

- 14.1. All details, drawings, etc. provided to the Supplier by Cendres+Métaux for the manufacture of the goods supplied should not be used for any other purpose duplicated or made accessible to third parties. Any copyrights shall pass to Cendres+Métaux. Cendres+Métaux shall be given all documents, including copies or duplicates, immediately on request. If the delivery is not completed, the Supplier shall give Cendres+Métaux the documents without being requested to do so.
- 14.2. The Supplier shall treat the order and associated works and deliveries in confidence. The Supplier shall be liable for direct and indirect damages incurred by Cendres+Métaux as a result of a breach of the confidentiality obligation by the Supplier or any of its (former) employees or any third parties it employs.

15. Terms of payment

If the parties have not agreed anything to the contrary in writing, payment shall be made within 30 days of receipt of an invoice, but no sooner than 30 days after acceptance of the delivery by Cendres+Métaux. The right to offset counter-claims against invoices is expressly reserved.

16. Prepayments

If the parties have agreed to prepayments, the Supplier must provide, on demand, a reasonable security (e.g. bank guarantee) and payment of interest. General Terms and Conditions for Procurement by Page 4 of 4 Cendres+Métaux SA

17. Force majeure

- 17.1. The parties to the contract are not liable for failure to fulfil contractual obligations as a result of force majeure. "Force majeure" indicates unforeseeable, unavoidable circumstances that arise after conclusion of the contract.
- 17.2. The party to the contract relying on the defence of force majeure is obliged to inform the other party immediately on the occurrence and probable duration of the instance of force majeure. If this is not done, force majeure may not be used as a defence.
- 17.3. On request, the Supplier must provide Cendres+Métaux with a certified statement of the circumstances it wishes to be considered force majeure.
- 17.4. The right of Cendres+Métaux to withdraw from the contract in accordance with Section 8 shall not be affected in any way even in the case of force majeure.

18. Applicable law and place of jurisdiction

- 18.1. The legal relationship between the Supplier and Cendres+Métaux shall be governed by Swiss law, to the exclusion of the United Nations Convention on the International Sale of Goods (CISG) and of any conflicting standards under international private law (i.e. the Swiss IPRG) that refer for foreign laws.
- 18.2. The place of performance for all obligations arising from contracts concluded between Cendres+Métaux and the Supplier, and the exclusive place of jurisdiction for any disputes arising out of the legal relationship between the Supplier and Cendres+Métaux is Biel/Bienne (Switzerland).