

1) OFFER:

FAULHABER MINIMOTOR SA (hereinafter "FMM") is entitled to withdraw its Offer at any time, unless it is expressly stated therein that the Offer is binding for a given period of time. In case of withdrawal of the Offer, the Customer is not entitled to indemnification of any damage suffered.

2) CONCLUSION OF CONTRACT:

The Contract of Sale between FMM and the Customer is deemed to have been concluded with the confirmation of the order on the part of FMM or at such time that the Customer begins to perform the contractual obligations incumbent upon him. With the conclusion of the Contract, the Customer accepts without reservations the present General Terms and Conditions of Sale, which constitute an integral part of the Contract; any possible general terms and conditions of purchase of the Customer are not accepted by FMM.

In the event of any divergences between the content of the Order Confirmation and the present General Terms and Conditions of Sale, whatever is established in the Order Confirmation shall be deemed to be valid.

3) LEGAL PROVISIONS GOVERNING THE IMPORT AND EXPORT OF THE GOODS:

The Customer acknowledges that the goods sold by FMM may be subject to certain legal restrictions depending on the country of destination and the intended use of the goods by the Customer. **The Customer undertakes to specify in the order itself whether the goods are destined or could be destined totally or in part to the development, production or use of nuclear, biological or chemical weapons (hereinafter "ABC Weapons") or of vector systems destined for the use of ABC weapons or to the construction of installations for ABC weapons or of their vector systems. The Customer further undertakes not to export the goods to third countries without the prior written authorisation of FMM.**

The Customer undertakes to inform FMM, at the latest at the time of dispatch of the order, concerning any applicable provisions of a legal, administrative, technical or any other nature in force in the country where the goods are imported. The Customer undertakes to indemnify FMM for any damage that the latter may suffer in relation to missing, incorrect or incomplete information on the part of the Customer concerning the use or the country of destination of the goods and the legal rules applicable in the importing country.

4) PRICE:

The agreed price is that indicated in the Order Confirmation. Delivery is *ex works* as defined in the ICC Incoterms currently in force. Any accessory expenses (such as, for instance, the costs of packing, transport, insurance, import/export permits, certification and any other expenses), official fees, taxes, customs duties, VAT and any other levies are charged exclusively to the Customer. FMM reserves the right to adjust the prices in case of variations in the costs of raw materials, salaries and transport expenses occurring between the date of the Order Confirmation and the delivery dated contemplated in the Contract.

5) PAYMENT TERMS:

The payment terms contemplated in the Order Confirmation and on the invoice are applicable. Failing such terms, the invoices must be paid on receipt of notice of default.

Interest is not paid on any payments on account. In the event of contractual default by the Customer, any payments on account will be withheld by FMM to cover any damage suffered, with any right to indemnification of greater damage being reserved. The payment terms must be observed even if the transport and the supply are delayed for reasons not due to FMM.

Any complaints or claims on the part of the Customer do not give the latter any entitlement to withhold payments due. Any form of compensation or offsetting by the Customer is excluded. In the event that FMM were to have any doubts concerning the solvency of the Customer, it reserves the right to modify the payment terms, fixing new ones requiring, for instance, advance payment or guarantees or suspending the delivery of the goods. Cheques and bills of exchange are considered to be payments only after their final collection. In the event of failure to observe an agreed payment term, the Customer shall be deemed to be in default even without any notice thereof. **In the event of delayed payment, FMM will charge the Customer interest for late payment at an annual rate of 7%, starting from the due date and continuing until the actual payment date, plus any costs for the issue of the notice of default. FMM's entitlement to withdraw from the contract and/or to claim indemnification for any damage suffered and/or to demand the return of the goods in the event that they have already been delivered to the Customer remains reserved.**

6) DELIVERY:

The agreed delivery term is that indicated in the Order Confirmation. Delivery is made at the time when the goods are made available to the Customer at the FMM production plant on an *ex works* basis as defined in the ICC Incoterms currently in force, unless agreed otherwise in writing between the Parties. FMM reserves the right to make any changes and adjustments to the goods that may become necessary due to technical progress. The Customer must be informed of any important technical changes. Partial deliveries are allowed. FMM reserves the right to extend the delivery term or not to make the delivery in the event that the payment terms contemplated in the Order Confirmation are not observed by the Customer.

The delivery term is appropriately extended in the event that i) the data required by FMM for the performance of the Contract do not reach it in due time or are subsequently changed by the Customer, leading to a delay in production, and that ii) any impediments arise due to *force majeure* and not attributable to FMM, such as wars, revolts, natural cataclysms, strikes, boycotts, operating disruptions, delivery delays on the part of FMM's own suppliers, partial or complete destruction of the production installations, legal restrictions on the export/import of the goods, and measures or provisions adopted by the authorities. In the event of delayed delivery to the Customer no indemnification of the damage suffered is due or and there is no entitlement to withdraw from the Contract.

7) TRANSFER OF BENEFITS AND RISKS:

Benefits and risks are transferred to the Customer at the time of delivery of the goods, even in the event that the Parties have agreed to a different type of delivery and/or the transport was organised by FMM. In the event that the delivery was delayed on request of the Customer or for reasons not attributable to FMM, the risk is transferred to the Customer at the time originally agreed for delivery. Starting from that time, the goods to be delivered will be stored and insured at the expenses and risk of the buyer. In the event that the Customer does not collect the goods within a time limit of 1 year from the delivery date, FMM reserves the right to dispose of the goods as it deems fit with no obligation to indemnify the Customer.

8) RETAINED OWNERSHIP:

FMM retains the ownership of the goods supplied until full payment is made of the price and full settlement is made of any other claims. The Customer is obliged to assist FMM in any measures necessary to protect the property of FMM. In particular, FMM is authorised, with the conclusion of the Contract, to proceed with the registration or annotation of its retained ownership in the public or similar registers kept for this purpose in conformity with the laws in

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force in the country in question and to complete all the necessary formalities at the Customer's expense. The Customer will arrange, at his own expense, for the entire duration of the retained ownership, for the maintenance and insurance of the goods against theft, damage, fire, water damage and other risks. The Customer will also take all the measures necessary to protect the rights of ownership of FMM. In particular, the pledging and sale of the goods are forbidden until full payment is made for the goods. The Customer undertakes to inform FMM immediately in the event of attachment or seizure of the goods or any similar measures taken by the authorities or third parties and is responsible for any damage deriving from failure to give timely notification thereof.

9) TOOLING:

Tools, dies and moulds and/or equipment of various kinds necessary for the production of the goods ordered by the Customer remain the exclusive property of FMM, which is therefore free to dispose of them as it thinks fit, even if the Customer has participated financially in the cost of purchase and/or of manufacture of such tools and/or equipment.

10) SAFETY REQUIREMENTS:

The Customer undertakes to meticulously follow the operating and safety instructions provided with the goods, adequately training his own personnel so as to guarantee the safe operation thereof. Changes in operating or safety instructions must be accepted and applied by the Customer at any time on request by FMM. Safety rules and danger warnings indicated on the goods may not be removed and must be maintained in perfect condition. Technical changes to the goods sold may be made exclusively subject to the prior written authorisation of FMM.

11) SOFTWARE:

FMM grants the Customer a simple and non-exclusive license to use the computer program necessary for the use of the goods supplied. The license fee is included in the price of the goods sold to the Customer. The Customer is not entitled to any further development of the program supplied or to the supply of an updated version of the program. If the Customer were to damage or to delete the program, FMM will arrange, on request, to supply a replacement thereof insofar as this may be reasonably due. The Customer will bear the actual costs deriving therefrom as well as any surcharge for any extended or more recent version of the program. As far as the program guarantee is concerned, the provisions of article 10 hereof are applicable. Any modification or expansion of the program by the Customer as well as any manipulation thereof by third parties requires the written authorisation of FMM, on pain of forfeiture of all guarantees (including that on the goods sold).

12) DOCUMENTATION AND INTELLECTUAL PROPERTY:

The estimates, drawings, software and other documents provided to the Customer remain the exclusive property of FMM. The intellectual property rights related to the goods and software are owned exclusively by FMM, even if the Customer has participated in their development for the implementation of a new product and/or program.

The Customer undertakes to keep confidential and not disclose to third parties any information and/or documents that FMM has communicated and/or delivered to the Customer.

The Customer undertakes to return the documentation supplied by FMM simply on request by the latter.

13) WARRANTY FOR DEFECTS:

The Customer shall examine the state of the goods as soon as possible and any claims shall be notified in writing within 21 days from the delivery of the goods in accordance with article 6 hereof. In his claim, the Customer shall expressly indicate the batch number of the defective goods and the type of defect found with supporting photographic documentation. On request by FMM, the Customer undertakes to return the defective goods to FMM, on pain of forfeiture of the warranty. Once this time limit has elapsed, no further complaints will be accepted. If FMM deems the claim to be grounded, made in due form and within the prescribed time limits, FMM undertakes, at its own choice, to repair or replace the goods free of charge or to credit to the Customer the lesser value of the goods. The goods partially or totally replaced become the property of FMM. The period of warranty is 12 months and starts with the delivery of the goods. For replaced and repaired parts, a new period of warranty of 12 months starts running from the delivery of the repaired/replaced goods. The delivery is made ex works in accordance with article 6 hereof. Any damage due to normal wear and tear and the use of non-original spare parts not supplied by FMM, the use of accessories of third parties not considered to be appropriate by FMM, insufficient maintenance, non-observance of the operating instructions, incorrect use, excessive use, use of inappropriate materials, chemical or electrolytic influences, corrosion, incorrectly performed assembly of the goods or modifications of the product made by the Customer or third parties are excluded from the warranty. Further FMM excludes its warranty for products manufactured by using materials developed by the customer or third parties and for which i) the technical specification were not provided in writing to FMM and ii) the materials were not subject to the quality and inspection parameters defined by FMM. Any other claim for defective supplies, such as rescission of the Contract or indemnification of damage of any kind, in particular, but not limited to, direct and/or indirect damage, is excluded.

14) PLACE OF PERFORMANCE:

The place of performance of the Contract and payments is the place where FMM has its registered office.

15) MISCELLANEOUS:

Any change made to the Contract must be approved in writing by the Parties. If any provision of the present General Terms and Conditions were to be found partly or wholly null and void, the Parties will replace it with a new provision that is as far as possible conforming to the original provision from the legal and economic standpoints. The Customer may not transfer rights in relation to the present Contract without having first obtained a written authorisation from FMM.

16) APPLICABLE LAW AND JURISDICTION OF COURTS:

The present Contract is subject to Swiss substantive law, excluding the applicability of rules on conflicts of laws and the Vienna Convention on Contracts for the International Sale of Goods of 11.04.1980.

For all and any disputes arising out of the present Contract, the Parties designate as the only competent court that of Lugano (Switzerland), with the exclusion of any other competent court. However, FMM reserves its right to take action against the Customer before any other competent court.