

General conditions of sale

General

These Terms and Conditions apply to all products delivered and/or services provided by Sonceboz SA, Sonceboz Automotive SA, Sonceboz Mechatronics Boncourt SA and Compact Power Motion GmbH, hereinafter together or individually referred to as "**Sonceboz**", excluding all other conditions mentioned on the documents issued by the customer (call for tenders, orders, correspondences). No modification shall be deemed accepted without express written acceptance of **Sonceboz** unless otherwise mentioned on the offer itself.

Definitions

Serial Products: products that are supplied by **Sonceboz** on a large scale basis and that are not Prototypes.

Prototypes: products (1) for which there are no specifications or no agreement concerning the specifications (catalog products), or (2) which are supplied for testing purposes, or (3) which are designated as such in the corresponding quotation of **Sonceboz** or at the time of acceptance of the order by **Sonceboz**, or (4) which are supplied by **Sonceboz** with the express written reservation that they do not conform with the specifications wished by the Customer, or (5) which the parties have defined as being prototypes, or (6) which are supplied by **Sonceboz** before release of initial samples (PPAP) by the customer.

Quotations and documents

Duly signed quotations are valid 1 month, unless otherwise specified on the quotation itself. Any other oral or written quotations have indication value and are not binding. Any illustrations, drawings, calculations and further documents and data – whatever the media on which they are recorded – are subject to retention of title and copyright in favor of **Sonceboz**. Reproduction or transmission to third parties shall be subject to prior explicit and written approval by **Sonceboz**.

Order and reservation

An order is accepted once it has been confirmed by **Sonceboz**.

If the Customer cancels partially or totally an order or a part of an order, **Sonceboz** reserves the right to invoice cancellation fees, without prejudice to any other legal remedies. Series delivery schedules shall be firm orders for the upcoming 4 weeks. Delivery schedules for the next 8 weeks shall be considered as manufacturing release, schedules for the next 25 weeks shall be considered as component purchase release. In case of order or schedule cancellation, manufactured parts and/or ordered components will be invoiced accordingly. Variations of the monthly volumes in the delivery schedules within 15% compared to the monthly average volume of the yearly volume forecast (yearly forecast/12) are accepted in principle. Volume variations exceeding 15% must be confirmed by **Sonceboz** case-by-case. Yearly forecasts are defined in a supply agreement or must be agreed upon with **Sonceboz** before the 31st October of the previous year.

Payment / Prices

Unless otherwise specified in the quotation, prices shall be invoiced in Swiss Francs (CHF), for goods collected from our factory (EXWORKS VAT excluded – Incoterms 2010). Unless otherwise agreed by the parties, the cost of packing and transportation charges for empty packages if returnable, as well as VAT and other levies imposed by the authorities are excluded and shall be paid by the Customer. Unless otherwise agreed by the parties, the invoiced price is payable net (without deduction) within 30 days end of month from the date of the invoice. Should factors important to the determination of **Sonceboz's** prices be modified independently from **Sonceboz** between the time of order and the time of delivery, **Sonceboz** reserves the right to adjust, in consequence, the prices of deliveries not yet completed. In such cases, **Sonceboz** shall inform the Customer of this adjustment as soon as possible. Delivery will then be completed by **Sonceboz** only after receipt of an updated order from the customer.

Delivery terms

Sonceboz will endeavor to complete delivery of the products as confirmed to the customer, but will not be liable for any loss or damage due to delay or inability to deliver in case of non-predictable delays. **Sonceboz** shall be entitled to partial deliveries, once the customer has been informed.

Packaging

Unless otherwise agreed by the parties, packaging is not included in the product prices. Products shall be packed by **Sonceboz** in accordance with the standard practice of **Sonceboz**, and the related costs will be charged to the Customer.

Dispatch

Unless otherwise agreed, **Sonceboz** shall make the goods available to be collected at its premises (EXWORKS Incoterms 2010).

Quality

Sonceboz is certified ISO 9001, ISO 14001, ISO TS16949, and ISO 13485, and commits to maintain and improve its quality system according to these Standards.

Product modification

Any product modification requested by the Customer shall be transmitted to **Sonceboz** in writing. If this product change is technically and economically feasible and acceptable from the point of view of **Sonceboz**, a new quotation will be submitted for approval to the Customer. Once the order is received and confirmed, the product will be modified by **Sonceboz** accordingly.

Warranty

Prototypes are provided on an "as is" basis. **Sonceboz** disclaims all warranties of any kind, whether expressed or implied, regarding Prototypes and their uses. Prototypes are delivered for test or demonstration purposes only and shall not be incorporated into products intended for commercial use. If the customer decides however to sell or incorporate such prototypes into his commercialized products, it will be at his own risks and the customer shall alone be liable for these prototypes. For serial products, the warranty period for the supplies shall be two years from the invoice date. **Sonceboz** guarantees that Serial Products will be conform to the agreed upon specifications expressly agreed in writing by both parties, the valid version being the one used at the date of manufacturing. The customer is responsible to test intensively and with success and validate the use of **Sonceboz** products in his application before releasing the production of systems intended for commercial use. In the event of defects observed by the Customer, they must be notified in writing within two weeks of receipt of consignments. The parts deemed defective shall be shipped back to **Sonceboz** at the customer's charge. **Sonceboz's** liability shall be limited to the repair or replacement of products supplied by **Sonceboz** if confirmed by **Sonceboz** as being defective. In this case, **Sonceboz** shall make the goods available to be collected at its premises (EXWORKS Incoterms 2010). Any liability for consequential, incidental, direct or indirect losses, such as loss of profit, loss of production, loss of investment, costs of the purchasing of replacement parts, products recall costs, costs of dismantling and reassembly, third party claims or expenses, shall be excluded. In case of a modification or dismantlement of the product or in case of use of the product out of the specifications by the Customer without the written approval of **Sonceboz**, the warranty shall not apply anymore.

Limitation of liability

The total cumulative liability of **Sonceboz** and/or its organs, employees and agents with respect to any subject matter relating to the supply of products or the provision of services by **Sonceboz**, (including liability for non-execution, non-proper execution, delayed execution or execution with defects, material or legal defects) whether in contract or under any legal ground whatsoever and even if the liability cases are multiple, are originated by different causes and/or are related to products and services executed from distinct purchase orders or from purchase orders placed at different dates, shall be limited to 3 Million Swiss Francs (CHF).

Intellectual property rights - Reservation of ownership

Sonceboz shall remain the owner of its intellectual property rights. Purchase of products, participation to the development or manufacturing costs of products, or participation to the tooling costs does not convey any license or intellectual property rights. **Sonceboz** reserves its right of ownership on all products sold until receipt of the whole sale price, and may proceed with the appropriate entry in the register of agreements for reservation of ownership.

Force majeure

In the event of Force majeure, **Sonceboz** shall be released from its obligations. Serious events and circumstances for which **Sonceboz** is not responsible, such as (but not limited to) the impossibility of obtaining deliveries from its suppliers, mobilization, war, natural disasters, strikes, serious damage to our capital goods, or legal administrative provisions (blockages on imports or exports) shall be regarded as Force majeure.

Tools

Tools shall remain under the control of **Sonceboz**, even if they have been totally or partially invoiced to the Customer. **Sonceboz** reserves the right to dispose freely of any tools which have not been used for two consecutive years, even if fully or partially paid by the Customer.

Place of performance and jurisdiction

The place of performance and jurisdiction shall be in Sonceboz. Swiss law shall be applicable, excluding the provisions of *the Convention of the United Nations convention on contracts for the international sale of goods* (Vienna Convention, 1980). These Terms and Conditions have been translated from the French Original. In case of conflicting versions, the French version shall prevail.