

General Terms and Conditions of Purchase (GTCP)

1 Scope and application

- 1.1 These General Terms and Conditions of Purchase regulate the conclusion, content and execution of contracts between Hawa Sliding Solutions AG and other companies affiliated with Hawa with registered address in Switzerland (Hawa) on the one hand, and the Supplier on the other. These General Terms and Conditions of Purchase are an integral part of these contracts.
- 1.2 In its quotation request, Hawa shall refer to these General Terms and Conditions of Purchase, and it shall enclose them with the quotation request, or tell the Supplier where the General Terms and Conditions of Purchase are available for viewing on Hawa's website.
- 1.3 The Supplier shall be deemed to have recognized the General Terms and Conditions of Purchase by submitting a quotation, confirming the order or, at the very latest, by delivering the object of delivery. Alternative or additional terms and conditions, especially the Supplier's, shall be valid only if their validity has been explicitly agreed in writing with Hawa. Otherwise such terms and conditions shall not form part of the contracts between Hawa and the Supplier, even if these are referred to in the Supplier's documents.
- 1.4 In order to be valid, all agreements made between the contractual parties must be made in writing, especially in the case of any deviations from these General Terms and Conditions of Purchase. These are subject to any provisions contained in Hawa's quotation request or purchase order, that likewise take precedence over these General Terms and Conditions of Purchase.
- 1.5 These General Terms and Conditions of Purchase apply to all contracts with suppliers concluded following the date of these General Terms and Conditions of Purchase (see below). Any previous general terms and conditions (incl. general terms and conditions of purchase) of Hawa shall correspondingly no longer apply, or shall only apply to contracts concluded prior to the date of these General Terms and Conditions of Purchase, unless Hawa and the supplier in question have subsequently agreed that these General Terms and Conditions of Purchase should be applicable.

2 Quotation, price and value-added tax

- 2.1 The quotation shall be issued on the basis of Hawa's quotation request.
- 2.2 Based on the quotation request and in addition to the quotation, the Supplier shall undertake to provide Hawa with article versions if these are in the economic, environmentally-friendly or other such interests of Hawa.
- 2.3 The quotation shall be binding on the Supplier for the period specified in the quotation request or, if this is not specified, for a period of six months, unless the Supplier explicitly specifies an alternative time limit in its quotation.
- 2.4 The agreed price shall be deemed to be a fixed price. Exchange rate provisions and precious metal surcharges shall require the explicit, written confirmation of Hawa.
- 2.5 Within its quotation, the Supplier shall clearly itemize the value-added tax and any other taxes or charges incurred in connection with the contract with the Supplier, together with the shipping costs. If it fails to do so, it must bear the relevant taxes, charges and/or costs, and it shall hold Hawa harmless if any third parties seek to make Hawa liable in this respect (incl. state agencies) (incl. for lawyers' fees).

3 Purchase order, order confirmation, and payment arrangements

- 3.1 As a rule, Hawa's purchase orders are issued in writing or via an electronic connection (such as via Electronic Data Interchange, EDI). The purchase order placed by Hawa shall establish a binding contract with the Supplier concerning the object of the delivery.
- 3.2 In response to the placement of a purchase order by Hawa, the Supplier shall be obliged to send Hawa an order confirmation within 5 working days from the order date. The order confirmation is provided for record-keeping purposes only, meaning it does not have any constitutive effect regarding the contractual relationship between Hawa and the Supplier. Any changes contained therein, shall be recognized by Hawa, only if Hawa has explicitly confirmed them in writing.
- 3.3 Payments are made primarily subject to the separately defined payment conditions. Furthermore, the payment period is 60 days, commencing at the time that the invoice is received by Hawa. If the goods arrive at the place of delivery at a later date, the time limit shall commence from the date received.
- 3.4 Hawa shall be entitled to withhold the payment of disputed invoices, until such time that Hawa has received a flawless, complete invoice.

4 Place of delivery, delivery date and performance of delivery

- 4.1 Unless otherwise agreed, the place of delivery shall be the registered address of Hawa Sliding Solutions AG.
- 4.2 The delivery must arrive at the place of delivery on the agreed delivery date. If it is not possible to make a delivery on schedule, the Supplier must promptly notify Hawa, whereby this does not affect Hawa's additional contractual and/or statutory entitlements.
- 4.3 If the agreed delivery date is not fulfilled, Hawa reserves the right, in particular, to claim compensation or withdraw from the contract.
- 4.4 Part or advance deliveries shall only be permissible with the explicit agreement of Hawa.
- 4.5 The Supplier shall inform its sub-contractors as soon as it becomes aware that it is unable to realize the value creation entirely by itself (meaning the manufacture of the objects of delivery).
- 4.6 The Supplier shall promptly notify Hawa of all circumstances that could jeopardize the contractually-compliant performance. This includes any changes to production sites and sub-contractors. Hawa's other contractual and/or statutory entitlements remain hereby unaffected.

5 Quantity tolerances

Order quantities must be precisely maintained, insofar as possible. Delivery shortfalls or excesses will be tolerated up to 10% max., unless a corresponding agreement has been made that no quantity tolerances exists. Larger deviations must be explicitly accepted and confirmed by Hawa.

6 Transport, transfer of risk, insurance and packaging

- 6.1 Every delivery must be accompanied by a delivery note. A delivery note may only contain items belonging to one and the same purchase order. If a direct delivery to an address other than that of Hawa Sliding Solutions AG has been stipulated, the original delivery note must be enclosed with the goods, with a copy

of same to be sent to the address of Hawa Sliding Solutions AG. The shipment shall be primarily subject to the terms set out on the purchase order.

- 6.2 The Supplier is responsible for ensuring the articles are insured up to the time of their delivery into the Hawa plant.
- 6.3 If deadlines are overrun, unwanted partial or complete deliveries are made or rejected goods are collected, the Supplier shall - irrespective of Hawa's other legal remedies - bear the additional costs of the shipment as well as any other additional costs incurred (such as storage costs).
- 6.4 Unless a contrary agreement has been made, the transfer of ownership and risk shall be assumed to take place upon arrival at the Hawa plant.
- 6.5 The Supplier is responsible for the proper packaging of the shipment. Hawa may return invoiced packaging to the Supplier carriage paid, and the equivalent value shall be offset against the payment.

7 Warranty and liability

- 7.1 The Supplier gives an assurance that - apart from all warranties applicable by law - the object of the delivery (i) does not exhibit any defects that detrimentally affect the value or the function of the object of delivery within the context in which it is used by Hawa, (ii) satisfies the stipulated specifications and other agreements concerning the object of delivery, (iii) does not exhibit any flaws in its design, materials or workmanship, (iv) is of new and fair merchantable quality and (v) is free of third-party rights (such as ownership, liens or other such third-party rights). The Supplier must also ensure that, with recurring orders, deliveries are consistently made with the quality defined by the stipulations made at the outset. Technical-related changes to quality are in any case permissible only if these have been explicitly agreed with Hawa.
- 7.2 The object of the delivery must satisfy all applicable law, technical standards and other guidelines, including those concerning accident prevention, especially including the laws and regulations of the State of export and the State of import, or the place of delivery.
- 7.3 The Supplier guarantees its delivery in that - depending on the choice made by Hawa - it shall, at its own cost, eliminate the defect, provide Hawa with a flawless substitute, or render subsequent improvement. In urgent cases, Hawa shall be entitled to directly eliminate defects at the cost of the Supplier. Hawa's other statutory entitlements, particularly the right to claim compensation, shall remain reserved. During the warranty period, Hawa shall be entitled to object to defects at any time, meaning without observing any time limits regarding the performance of examinations or the reporting of faults. Unless otherwise explicitly agreed to the contrary, the warranty period shall be 24 months, commencing from the acceptance of the goods at the Hawa plant. The statutory limitation periods shall commence following the expiry of the warranty period.

8 Tools and drawings

- 8.1 Tools provided by Hawa to the Supplier (Hawa tools), shall remain the property of Hawa. Any and all industrial property rights of Hawa in these tools shall remain entirely with Hawa. If such tools are developed and/or manufactured by the Supplier to the order and/or the cost of Hawa (also Hawa tools), the ownership of and any and all industrial property rights in these tools shall be entirely assigned to Hawa. Hawa tools may not be utilized for the performance of third-party orders. They must be properly stored and maintained. The standard tool maintenance is contained in the tool price or in the price for the objects of delivery manufactured using the Hawa tools. The Supplier undertakes to designate and label

Hawa tools as the property of Hawa. If requested by Hawa at any time, Hawa tools must be surrendered to Hawa.

- 8.2 Construction drawings provided by Hawa to the Supplier or which the latter has prepared exclusively for a Hawa order, shall remain in or shall be assigned to the ownership of Hawa, and any and all industrial property rights to these shall remain with or be assigned to Hawa. Unless Hawa has issued its consent, these construction drawings may not be passed on to any other parties, or copied or otherwise reproduced. The construction drawings shall be handed over to Hawa together with the final delivery, and all copies of same, including digital copies, must be deleted.
- 8.3 Other drawings, as well as plans, models, sketches and other documents provided by Hawa to the Supplier, shall likewise remain the property of Hawa, and Hawa shall likewise retain all industrial property rights therein. The relevant documents shall be returned to Hawa together with the final delivery, and all copies of same, including digital copies, must be deleted.
- 8.4 If, following the initial purchase order, modifications are made to the objects of delivery over the course of time and changes correspondingly also occur to the construction drawings and/or other documents concerning the objects of delivery, the Supplier shall provide Hawa with the revised construction drawings and/or other documents forthwith, and it shall also destroy or delete all copies, including digital copies thereof.

9 Patents and other industrial property rights

The Supplier shall grant Hawa all rights to its patents and other industrial property rights as well as any and all know-how, which is necessary for the use (incl. resale) of the goods offered (incl. any software licenses). The Supplier is liable for ensuring that the delivery and use (incl. resale) of the goods on offer do not infringe any patents or other third-party industrial property rights. In the event that claims are asserted against Hawa for the infringement of industrial property rights, the Supplier shall hold Hawa harmless (incl. for lawyers' costs).

10 Compliance

- 10.1 Irrespective of the assurance set out above in Paragraph 7.2, the Supplier gives an undertaking to comply with all applicable Swiss and EU environmental directives (REACH, RoHS, etc.).
- 10.2 The Supplier undertakes to comply with Hawa's "Code of Conduct for Partners". These are available to view on Hawa's website (www.hawa.com) at http://www.hawa.com/fileadmin/documents/code-of-conduct/Hawa_Group_Richtlinien_Geschaeftpartner.pdf.
- 10.3 The Supplier shall contractually enjoin its employees, sub-contractors and other individuals involved with the contractual performance, to comply with the provisions contained in Paragraph 7.2 and this Paragraph 10. The Supplier shall hold Hawa harmless (incl. for lawyers' costs) should any third party (incl. state agencies) assert claims based on an infringement of these provisions by the Supplier or the aforementioned persons.
- 10.4 Irrespective of any corresponding statutory obligations, the Supplier must, upon demand, promptly provide Hawa with all information and records concerning the goods, including copies of customs information and documentation, and which Hawa requires in order to fulfil its designations of origin or labelling requirements and for requisitioning certifications and certificates of origin.

11 Non-disclosure

- 11.1 The parties shall treat as confidential all that information which is neither already in the public domain nor generally accessible, and they shall use such information exclusively for the fulfilment of the purpose of

the contract as concluded. The parties shall also ensure that such information is likewise treated as confidential by their employees, commissioned specialists and sub-contractors. If there is any doubt, information shall be treated as confidential. Unless the other party has agreed, it is not permissible to communicate information to any third parties.

- 11.2 This duty of non-disclosure comes into existence prior to the conclusion of contract, and it shall apply for a period of 5 years following the end of the contractual relationship.

12 Force majeure and right of withdrawal

- 12.1 Hawa reserves the right to modify or cancel the purchase order in the event of force majeure.
- 12.2 Hawa shall be entitled to wholly or partially withdraw from the contract at any time. Hawa shall notify the Supplier in writing of any such withdrawal. In such a case, the Supplier may only claim compensation for works demonstrably performed and/or costs demonstrably incurred, together with a reasonable profit margin.
- 12.3 Hawa shall be obliged to settle the payables described in Paragraph 12.2, only to the extent that the Supplier provides it with the initiated works free from any third-party claims or rights.
- 12.4 In the event of a breach of contract of whatever type by the Supplier, or in the event that the Supplier ceases business activities or servicing its debts, declares itself insolvent, files a petition for a moratorium or performs assignments in favor of its creditors or if an executor is appointed on its behalf, or if insolvency proceedings are commenced against it, then Hawa shall be entitled to withdraw from the contract at any time, without thereby becoming liable to pay any compensation to the Supplier. Any goods already received shall be returned by Hawa to the Supplier.

13 Legal venue

- 13.1 The contract shall be exclusively governed by Swiss law. The provisions contained in the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (Vienna Convention) shall be excluded.
- 13.2 The exclusive legal venue is the courts with jurisdiction for the place at which Hawa Sliding Solutions AG has its registered address. Hawa is also entitled to pursue legal actions against the contractual partner before that court with jurisdiction for the place at which the latter has its registered address.

14 Miscellaneous provisions

- 14.1 The Supplier may offset its claims against the claims of Hawa only if - alongside the usual statutory requirements - its claims are explicitly acknowledged by Hawa in writing or if these have been confirmed by way of a res judicata decision issued by a court (of arbitration).
- 14.2 Unless Hawa has issued its prior, written consent, the Supplier shall not be entitled to transfer or cede the contract concluded between Hawa and the Supplier, nor any individual rights and obligations arising from it. Hawa shall be entitled to transfer the contract between Hawa and the Supplier, to its legal successors or affiliated companies.
- 14.3 The legal remedies described in these General Terms and Conditions of Purchase shall be available to Hawa cumulatively, and in addition to any other statutorily prescribed legal remedies, even if this aspect is not explicitly stated.
- 14.4 If any of the individual provisions of these General Terms and Conditions of Purchase should be invalid, this shall not affect the validity of the remaining provisions of the contract (incl. These General Terms and Conditions of Purchase) of the contract per se. If one or other of the provisions contained in these

General Terms and Conditions of Purchase should be wholly or partially inadmissible, unenforceable or other ineffective for whatever reason, this shall not otherwise affect the remainder of the contract concluded between Hawa and the Supplier (incl. these General Terms and Conditions of Purchase). The unenforceable provision shall be substituted for a new provision, which the parties would have negotiated in good faith, had they known of the unenforceability of the provision in question.

- 14.5 No action, delay or omission by either party in connection with the assertion of contractual rights or claims, shall give rise to any assumption of a waiver of such rights or claims. If, in a specific instance, one party wholly or partially foregoes the enforcement of a contractual provision, a contractual infringement or punctual performance, or a contractual right or a claim, this may not be interpreted as a general waiver of the enforcement of this or any other contractual provisions, contractual infringements, punctual performance, contractual rights or claims.

Hawa Sliding Solutions AG, March 1, 2018