

General

1. These General Conditions of Contract ("General Conditions") shall apply to the supply of products by FATZER ("Supply"). The Supply may include the installation or supervision of installation ("Services") of the products.
2. The Contract shall become effective upon receipt by the Customer of FATZER's acknowledgement stating FATZER's acceptance of the purchase order ("Order Acknowledgement").
3. The scope of the Supply is exhaustively set forth in the Order Acknowledgement.
4. Customer's general terms and conditions of contract shall not be valid unless expressly accepted in writing by FATZER.
5. All agreements and legally relevant declarations by the Parties shall be in written form.

Prices and Terms of Payment

6. The prices and the terms of payment are set forth in the Order Acknowledgement. The terms of payment must be complied with, even if the performance of the Contract is delayed or if minor parts of the Supply are missing.
7. The payments shall be made by the Customer net without any deductions whatsoever (e. g. discount). Should the Customer, nevertheless, make any deductions therefrom, the Customer shall, within 14 days starting from receipt of request, pay to FATZER, at no cost to FATZER, the amount of the deductions made.
8. The place of payment shall be the domicile of FATZER. The Customer shall not be entitled to withhold payments or to offset payments against counterclaims.
9. In the event of failure by the Customer to comply with the terms of payment the Customer shall, without reminder, pay to FATZER interest calculated from the due date at a rate of 8% per annum.
10. In the event, for any reasons whatsoever, any payment by the Customer is delayed or in the event, due to any reason occurred after the effective date of the Contract, FATZER is seriously concerned that it will not receive payments by the Customer as set forth in the Order Acknowledgement, FATZER may, without prejudice to any other claims, suspend the performance of the Contract and retain any parts of the Supply being ready for dispatch, until FATZER has received sufficient security.
11. The Customer shall, within the period of time set forth in the Order Acknowledgement, return in perfect condition any auxiliary equipment (e. g. rope reels) made available to it for temporary use thereof. In the event of damage to or loss of such auxiliary equipment the costs incurred in making good such damage and obtaining substitute for auxiliary equipment not returned shall be borne by the Customer. The auxiliary equipment shall be returned at the cost and at the risk of the Customer.

Delivery Period

12. The period for the delivery of the Supply ("Delivery Period") shall commence on the date the Contract becomes effective, and, in case the Supply includes Services, in FATZER's opinion all prerequisites for the performance of the Services are fulfilled. The Delivery Period shall be deemed to have been complied with, if, before the expiry thereof, the notice of readiness of the Supply for dispatch has been sent by FATZER to the Customer, or, in case the Supply includes Services, the Supply is ready for the use as agreed.
13. The Delivery Period shall be extended for a reasonable term if an event occurs that cannot be averted by FATZER in spite of exercise of due care, or if any other circumstances whatsoever beyond the reasonable control of FATZER occur.
14. In the event the Delivery Period is not complied with, the Customer shall be entitled to claim liquidated damages for delayed delivery to the extent the delay exceeds 14 days ("Grace Period") and provided that it has been proved that the delay was caused through the fault of FATZER and, furthermore, that the Customer suffered damage as a consequence of the delay. The amount of liquidated damages shall be 0.2% of the contract price of the delayed part of the Supply for each full week of delay to the extent the delay exceeds the Grace Period, and the maximum amount of liquidated damages shall in no event exceed 5% of the contract price of such part. All claims of the Customer arising from or in connection with any delays not exceeding the Grace Period shall be excluded. If FATZER fails to deliver the Supply by the date the maximum amount of liquidated damages has been exceeded, the Customer shall grant FATZER a reasonable extension of time to complete the delivery.
15. The claims of the Customer arising from or in connection with any delays in the performance of the Contract are expressly and exhaustively regulated in

this Clause 3. This limitation of liability shall not apply in the event of gross negligence or wilful misconduct.

Transfer of Risk

16. The risk of damage to the Supply shall pass to the Customer upon delivery FCA Romanshorn (INCOTERMS 2010) or, in case the Supply includes Services, upon completion of the Services.

Acceptance

17. 5.1 The Customer shall inspect the Supply upon receipt thereof and shall, within 7 days starting from receipt of the Supply, notify FATZER in writing of any defects. If the Customer fails to notify defects in accordance with this Clause 5.1, then the Supply shall be deemed to have been accepted by the Customer.
18. 5.2 In the event the Supply is shown to be defective, the Customer's rights are restricted to demanding that FATZER, to the extent it is responsible for the defects, remedy the defects within a reasonable time.
19. 5.3 In the event the inspection shows that the Supply is not defective or that it reveals minor defects, the Supply shall be deemed to have been accepted by the Customer upon completion of the inspection.
20. 5.4 The claims of the Customer arising from or in connection with any defects of the Supply are expressly and exhaustively regulated in this Clause 5. This limitation of liability shall not apply in the event of gross negligence or wilful misconduct.

Warranty

21. 6.1 FATZER will give a warranty for defects in the Supply, provided that the defects occur before the expiry of the warranty period.
22. 6.2 FATZER shall not be liable for defects which are caused by the Customer or which occur in particular as a consequence of normal wear, incorrect installation, use of the Supply in conditions of that kind which could not reasonably be foreseen by FATZER as manufacturer of the Supply, use of material of the Customer or of third parties (e. g. standard components or standard systems), installation or maintenance by third parties, overload, natural disasters, acts by third parties, atmospheric influence or environmental damage.
23. 6.3 In the event the Supply is shown to be defective, the Customer's rights are restricted to demanding that FATZER, to the extent it is responsible for the defects, remedy the defects within a reasonable time, provided that the defects occur before the expiry of the warranty period.
24. 6.4 FATZER shall have no obligation to remedy any defects unless the Customer has notified FATZER in writing of the defects before expiry of the warranty period and without delay after having detected the defects.
25. 6.5 FATZER shall bear its own costs incurred in performing remedial work in its facility. Any other costs shall be borne by the Customer.
26. 6.6 The warranty period shall be 12 months and covers any manufacturing defects and material failures. The warranty period shall commence upon putting into use of the Supply and shall expire in any event at the latest 18 months starting from the scheduled time of dispatch of the Supply as set forth in the Contract.
27. 6.7 The claims of the Customer arising from or in connection with FATZER's warranty for defects of the Supply are expressly and exhaustively regulated in this Clause 6. This limitation of liability shall not apply in the event of gross negligence or wilful misconduct.

Retention of Title

28. The Supply shall remain the property of FATZER until the Customer has properly fulfilled its payment obligations and FATZER has received full payments as set forth in the Order Acknowledgement.

Limitation of Liability

29. 8.1 All claims of the Customer for damages not affecting the Supply itself, such as, but not be limited to, loss of use, loss of orders, loss of profits, claims by third parties or claims for indirect or consequential damages, irrespective of the legal basis for such claims, shall be excluded. The total liability of FATZER arising from or in connection with the Contract or the breach thereof shall be limited in the aggregate to 50% (including the liquidated damages due hereunder) of the price agreed upon for the Supply performed.
30. 8.2 The claims of the Customer arising from or in connection with the Contract or the breach thereof are expressly and exhaustively regulated in these General Conditions. Any and all other claims shall be excluded. This

limitation of liability shall not apply in the event of gross negligence or wilful misconduct.

Return of Parts of the Supply

31. Subject to prior mutual agreement in writing, FATZER shall be prepared to take back under certain conditions parts of the Supply.

Concluding Provisions

32. 10.1 Any amendments to the Contract shall be in written form.
33. 10.2 Should any provision of these General Conditions prove to be invalid, wholly or in part, the Parties shall replace such provision with a new one that comes as close as possible to the economic effect of the original provision.

Jurisdiction and Applicable Law

34. 11.1 Place of jurisdiction shall be Romanshorn, Switzerland. FATZER may, however, also bring an action before the courts at the Customer's domicile.
35. 11.2 The Contract shall be governed by the substantive laws of Switzerland. The application of the United Nations' Convention on Contracts for the International Sale of Goods of April 11, 1980, shall be excluded.

Appendix

36. In case the Supply includes Services, the Conditions of Installation of FATZER shall, to the extent not in contradiction with these General Conditions, apply to the performance thereof.

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Romanshorn, October 2009

Conditions of Installation

Edition 10/2009 Rev. 0



General

1. These Conditions of Installation ("Conditions") shall apply to the performance of the installation and supervision of installation by FATZER ("Services") of products ("Supply") delivered by FATZER in accordance with FATZER's General Conditions of Contract ("General Conditions"). The scope of the Services is exhaustively set forth in the Order Acknowledgement as well as in the working reports prepared by FATZER's personnel.
2. These Conditions are made an integral part of the General Conditions and shall apply to the performance of the Services to the extent not in contradiction with the General Conditions.

Performance of Services

3. FATZER shall perform the Services in a professional manner and through qualified personnel. FATZER shall at any time be entitled to subcontract the performance of the Services or any parts thereof to third parties.
4. In the event, for any reasons beyond the reasonable control of FATZER, FATZER's personnel are significantly prevented from performing the Services or are prevented from performing the Services during a period of a total of 2 days, then FATZER shall be entitled to arrange the return of the personnel.

Working and Travelling Time

5. The working and the travelling time shall be as set forth in Order Acknowledgement. FATZER's personnel shall prepare daily working reports which will be signed, if possible, by the duly authorized representatives of the Customer or its deputy. In the event any working reports are not signed or are not signed in time, the data inserted by FATZER's personnel into such working reports shall be deemed to be the basis for calculating the prices.
6. For the purpose of the Contract, working time and travelling time mean normal working time, overtime or, as the case may be, Sunday working time. The terms normal working time, overtime and Sunday working time shall be defined in the list of hourly rates (rigging rates), as may from time to time be modified, attached to the Order Acknowledgement.
7. In the event, for any reasons beyond the reasonable control of FATZER, FATZER's personnel are prevented from performing the Services or for any reason detained after completion of the Services, FATZER shall, without prejudice to Clause 2.2, be entitled to invoice the waiting time as working time and to invoice the travelling costs. All other associated costs shall be borne by the Customer. The same shall apply in case of other downtimes beyond the reasonable control of FATZER.

Prices

8. The Services shall be invoiced according to time and material calculated on the basis of FATZER's hourly rates applicable at the time the Services are performed. The performance of accompanying services (e.g. preparation of technical documents) shall be invoiced according to time and material calculated on such basis as well.
9. Taxes (e. g. withholding taxes, value-added taxes), customs duties, levies, fees, social security charges and the like to be paid by FATZER or its personnel in connection with the Contract or the performance thereof, as well as the administrative costs associated therewith shall be borne by the Customer.
10. In addition, in particular personnel costs (working reports), travelling costs (transportation, costs for visa, import and export permits etc.), accommodation expenses, costs for tools and equipment (such as, but not limited to, the delivery and return thereof) and additional services shall be invoiced according to time and material calculated on said basis as well.

Obligations of the Customer

11. The Customer shall ensure that the permits required in connection with the performance of the Services (e. g. entry and exit permits and working permits for FATZER's personnel), as well as the permits for import and export in particular of tools, will be granted in a timely manner and will remain valid during the performance of the Contract.
12. The Customer shall properly perform the preparatory work required for the performance of the Services such as, but not limited to detensioning and preparation work of the rope prior to starting splice work, and shall in particular ensure that the transport routes and the installation site will be accessible without any restrictions and in a condition allowing the Services to be performed, and will be maintained in this status during the performance of the Contract.

13. The Customer shall be responsible for the security of the installation site and the safety of FATZER's personnel during the performance of the Contract.
14. The Customer shall store material and spare parts, delivered for installation purposes, efficiently and in such a manner that material and spare parts are protected from harmful influences and acts by third parties.
15. The Customer shall, during the performance of the Contract, ensure in accordance with FATZER's requests as follows: Electrical energy supply, lighting and, to the extent available on-site, necessary working auxiliary equipment (e. g. mounting stands) as well as waste disposal. Furthermore, the Customer shall ensure the emergency organization.
16. The Customer shall ensure that, within 14 days starting from the completion of the Services, the tool boxes delivered to the installation site for installation purposes will be ready for return and, furthermore, FATZER will be invited to take back the tool boxes. The risk associated with the return of the tool boxes shall be borne by the Customer.
17. The Customer shall fulfil its obligations under this Clause 11-17 in a timely and proper manner and at no cost to FATZER. In the event the Customer fails to fulfil its obligations in such a manner, FATZER shall be entitled without further notice to perform the respective services at Customer's risk and cost, or to engage a third party to perform such services at Customer's risk and cost. The Customer shall fully indemnify FATZER against any claims by third parties.

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