

## Osterwalder General Terms and Conditions of Sales

### General

The latest version of the **General conditions of contract for the supply of plant and machinery** (GCC) issued by **SWISSMEM** together with the present **General Terms and Conditions of Sales** (GT&C) apply to all products delivered and/or Services provided by **Osterwalder AG** (OSTERWALDER). In case of conflict between the SWISSMEM GCC and the OSTERWALDER GT&C the OSTERWALDER GT&C will prevail. In case of conflict between the OSTERWALDER GT&C and the OSTERWALDER Quotation, than the Quotation shall prevail.

### Definitions

**Products or Machines** are presses including the internal components, structure, housing, software and accessories provided by OSTERWALDER according to the quotation. The **customer** is the buyer ordering the machines from OSTERWALDER or the user of the machines explicitly mentioned on the order if different from the buyer.

### Scope

The OSTERWALDER quotations include:

- Assembly and the Commissioning of the Machines according to the agreed specifications.
- Training of the operating staff at the plant of the customer (10 working days unless otherwise specified in the quotation).
- Travel expenses of the OSTERWALDER Service Technicians (1 trip, unless otherwise specified).

The OSTERWALDER quotations do not include:

- Staff to be provided by the customer: 1 electrician, 1 mechanic, 1 qualified operator
- Tooling, clamping parts for tooling, sliding plate (filler plate), powder hopper, filling shoe, fast-clamping tooling and referencing systems.
- Transportation, transportation insurance, duty and customs expenses, taxes and other charges, unloading, setting up of the machine at customer's plant.
- The necessary hoists
- Static test of foundations, pit (oil-proof in conformity with the local regulations) and corresponding pit coverings, cable ducts and working platforms
- Required oils and lubricants, current conduits to the switch cabinet, connection of compressed air and the corresponding material, cooling water supply line and discharge line (if necessary).
- Internet access with a minimum bandwidth of 2 Mbit/s
  - a) by means of a separate DSL connection
  - b) by means of an existing customer network
- Required local safety devices and handling
- If required on the press side the pits have to be safely covered and if necessary surrounded with a safety fence. Barriers to the die-set change-over system have to be provided by the customer. The installations have to correspond to the local safety standards.

### Requirements for commissioning and remote maintenance:

- Internet access to the control cabinet of our presses is required for commissioning with Secure Remote Maintenance.
- The Secure Remote Maintenance solution allows simple diagnostics and maintenance of machines from a distance. For this purpose, a certified and encrypted VPN connection is established between the Site-Manager of the machine and an OSTERWALDER gateway.
- All access rights can be stored in the Site-Manager that has integrated digital inputs and outputs. These can be used to connect a key switch, for example, that must be actuated to permit access for maintenance. An integrated firewall provides protection against unauthorized third-party access. In order to avoid security conflicts with plant firewalls, communication to the Internet is handled using firewall-compatible encrypted Web protocols. Therefore, no additional ports must be opened.

OSTERWALDER may charge additional expenses (time and costs) arising from the lacking or insufficient remote maintenance capability of the customer.

### Payment

The invoiced price is payable within 30 days end of months from the date of the invoice. Unless otherwise agreed 40% of the price shall be paid at order, 50% at delivery and 10% at successful Commissioning.

### Delivery time

The delivery time is confirmed after receipt of the PO, payment (if not otherwise stipulated in the quotation), and clarification of all technical and commercial questions, e.g. layouts of press and tool room.

The delivery date is considered to be met when OSTERWALDER advises the customer, that the press will be ready for pre-acceptance at the date agreed upon. The above-mentioned delivery date is only binding if the payments have been made in due time and provided that the scope of delivery remains unchanged.

Damage compensation for delayed delivery of any kind cannot be claimed, if the scope of delivery has been changed by the customer after the order confirmation, regardless of whether such a change has an effect on the delivery date.

Material, parts and tooling provided by the customer for the pre-acceptance have to arrive to OSTERWALDER three weeks prior to the date agreed for pre-acceptance at the latest. This allows OSTERWALDER to prepare the pre-acceptance. In case of a delayed delivery by the customer or quality problems of the delivered goods the pre-acceptance and the delivery date of the machines will be adjusted accordingly.

### Layouts

Generally, OSTERWALDER provides a standard layout for the installation of the press and for the tool room as stipulated in the quotation. Should the standard layout for the installation of the press not be included in the quotation, OSTERWALDER will provide a layout to the customer separately and on a short-term base.

If the customer requires modifications of the standard layout, these should preferably be forwarded to OSTERWALDER before conclusion of the contract, however, the deadline for these adjustments requested by the customer is 20 days after the purchase order date. The scope of delivery includes **ONE** free revision or creation of a customized layout. Possible add-on costs of the customized layout, as well as any further iteration and adjustment will be quoted separately by OSTERWALDER to the customer.

Iterations that exceed the time limit stated above, may lead to a noticeable delay in the delivery date and automatically exclude any possible penalty for late delivery.

The customer is responsible to examine the layouts including outer protective fences in detail and to return a signed copy as confirmation of the layouts.

The proposed layout will be deemed to be accepted by the customer if OSTERWALDER does not receive a confirmation within the above-mentioned period.

### Third Party Automation

If the customer wishes to connect a third party (non-OSTERWALDER) automation system to the press, OSTERWALDER can propose to supply its standard serial interface. The customer will receive detailed information on request. Potential modifications of the interface by customer's request are subject to be quoted separately and to the acceptance of the offer by the customer. The customer is responsible for the CE declaration of conformity of the complete system.

The customer is liable of the proper on time delivery and commissioning of the automation, consistent with the delivery and commissioning of the OSTERWALDER press. Expenses arising from delayed delivery, malfunctions/faults and waiting times in connection with the integration and commissioning of the automation will be charged to the customer.

In case the customer desires a pre-acceptance in Lyss with both the press and the installed automation, the customer will bear the costs for the additional OSTERWALDER expenses.

If the commissioning, integration, pre-acceptance or final acceptance of the automation is not possible or delayed within the scope of the intervention of OSTERWALDER, the commissioning of the press will be carried out without

automation and the final acceptance will take place. If the customer wishes a final acceptance including automation, OSTERWALDER submit a separate quotation on the additional intervention.

### Warranty

The OSTERWALDER machines are high quality investment goods of complex design which are subject to wear. The customer/user, therefore, is under the obligation to:

- Check the machines carefully in accordance with the latest technical instructions during non-productive operation and not use the machines in production until successful completion of these verifications and until all the specifications are met.
- Observe the necessary conditions for the installation and operation of the machines (especially with respect to temperature, air humidity, air supply, dust and electric current).
- Observe the operating instructions and other instructions in compliance with the directions given by OSTERWALDER.
- Collect and record the operating data important for the perfect functioning (in particular the number of load changes, the amount of pressing force, periods of operation and standstill, repairs and service work carried out) monitor the machines and follow up anything unexpected noticed during operation.
- Employ qualified operating, maintenance and supervising personnel.
- Carry out maintenance and service at regular intervals in accordance with the operating instructions and enter these services in the maintenance log-book.
- Check the wearing of parts and tool components at regular intervals and replace them if necessary.
- Take adequate precautions in order to prevent and limit damage.

Not respecting the above obligations will void Warranty.

### Training

The quotation includes the training costs for the respective expert personnel of the customer and the documentation. The training will be done by OSTERWALDER in German or English language, if another language is necessary, a professional translator shall be provided by the customer at its own expenses.

We recommend the participation of experts from the following departments to participate to the training:

- Maintenance
- Press operation
- Electrical and electronic engineering
- Process technology

Travelling expenses as well as the costs for board and lodging for the above experts will be borne by the customer.