

Spiro General Sales Conditions – 1 May 2013

1. Scope of Application

These General Sales Conditions shall apply to the sales of all machineries, items, products, components, accessories, spare parts and related software and installation work/service, if any (the "Products") offered or sold by Spiro International S.A or Spiro S.A ("Spiro") to any buyer (the "Buyer"). They are an integral part of any quotation and offer issued by Spiro and any acceptance of any order placed by the Buyer with Spiro. Any order placed by the Buyer is binding upon the Buyer and the Buyer is not entitled to withdraw the order or return any delivered Products without the prior written consent of Spiro. By placing an order with Spiro or settling the invoice, the Buyer fully accepts these General Sales Conditions.

2. Prices

Prices quoted are fixed for 30 days hereof, unless otherwise specified in the offer or quotation. If not otherwise agreed, the prices are exclusive of any additional costs for taxes, installation, training, packing, handling and documentation.

3. Payment and retention of title

3.1 Unless otherwise agreed, payment shall be made in advance or by irrevocable and confirmed Letter of Credit.

3.2 The Products shall remain the property of Spiro until the Products have been paid for in full, to the extent that such retention of title is valid. The retention of title shall not affect the passing of risk (see Section 4.1).

4. Delivery and passing of risk

4.1 Unless otherwise agreed, all Products shall be sold pursuant to FCA (as defined in Incoterms 2010), loaded at the location indicated by Spiro.

4.2 All delivery times are solely indicative. Spiro shall not have any liability whatsoever towards the Buyer for any delays in the delivery of the Products except that the Buyer may by notice in writing to Spiro terminate the contract in respect of such part of the Product as cannot in consequence of Spiro's failure to deliver be used as intended by the Parties, provided that Spiro is in delay more than ten (10) weeks from the date on which delivery should have taken place and the Buyer has by notice to Spiro at least two (2) weeks in advance demanded delivery. In case of termination, any payment for the delayed Products shall be repaid to the Buyer. The Buyer shall in no event be entitled to any compensation or damages due to Spiro's delay.

4.3 Any delivery and delivery times are conditional upon and are affected by the Buyer's fulfilling of its contractual obligations.

5. Tests

Spiro shall, prior to delivery, conduct its standard tests and the Buyer is entitled to witness, at his own expense, such tests.

6. Warranties

6.1 Except for parts and items to machineries as well as software, Spiro warrants, unless otherwise agreed, that the Products are free from any defect resulting from faulty materials and workmanship for a period of two (2) years from the date of delivery. For parts and items to machineries, Spiro warrants that they are free from defect resulting from faulty materials and workmanship for a period of one (1) year from the date of delivery. For software, Spiro's liability is limited to the liability applied by the software provider in question.

6.2 Spiro shall have no liability for any defects save as explicitly stipulated above or expressly warranted in a signed agreement or in an order confirmation, which warranties shall never exceed one (1) year, including but not limited to any implied warranties for the fitness for a particular purpose or function. Spiro shall have no liability for information in brochures, catalogues, technical material or specifications or for any other information.

6.3 The Buyer shall fully comply with all Spiro's instructions and manuals, at the time of sale, including all maintenance and operation instructions/manuals. Spiro's liability does not cover defects which are caused by conditions of operation deviating from those foreseen at the time of sale, incorrect use of the Products, insufficient or faulty power connection, maintenance or operation, faulty repairs or, if the Spiro has not carried out the installation of the Products, incorrect installation. The liability does not cover normal wear and tear or deterioration or consumable parts. Spiro is not liable for poor quality of tubing due to incorrect handling of equipment or due to the use of unsuitable strip material. In addition, Spiro shall not be liable in case the Product has been subject to any unauthorized modification or alteration.

6.4 Should the Products be defective in accordance with Section 6.1-6.2, the Buyer shall forthwith after the defect is noticed or ought to have been noticed by the Buyer and in no case later than ten (10) days thereafter give Spiro written notice thereof. The notice shall contain a description of the defect. If the Buyer fails to give written notice within the stipulated time, the Buyer loses its right to make any claims in respect of the defect.

6.5 After receipt of the written notice, Spiro shall examine the defect. If Spiro finds that a defect is at hand, then Spiro shall, in its discretion, either deliver new products (FCA at location indicated by Spiro.) to replace the defected Products or repair or provide other remedial work to the defected Products, however always limited to the costs for delivery of new products (FCA at location indicated by Spiro.). Any defective Products, which shall be replaced shall be made available to Spiro and shall be Spiro's property.

6.6 If Spiro fails to deliver new products or to repair or otherwise remedy the Products to the extent as set forth in Section 6.5 above within six (6) months from the receipt of the Buyer's written notice, then the Buyer shall be entitled to a reduction of the purchase price corresponding to the reduced value of the Products in question caused by the defect, however never exceeding five per cent (5 %) thereof.

6.7 The remedies set forth in Sections 6.5-6.6 are the exclusive remedies for any defected or non-conforming Products and all other liability are excluded.

7. Damage caused by the Products

7.1 Spiro shall have no liability for injury or damage caused by the Products after the delivery to any person or to any movable or immovable property or consequential loss due to such damage or to products manufactured by the Buyer or to products of which the Buyer's products form a part.

7.2 The Buyer shall indemnify and hold Spiro harmless to the extent that Spiro incurs liability towards any third party in respect of loss or damage or injury for which Spiro is not liable towards the Buyer according to the above.

8. Intellectual Property Rights

8.1 The Buyer is, if not otherwise is expressly and in writing agreed, not entitled to use any trademarks or trade name belonging to Spiro (the "Trademarks"). Any agreed use shall always be made in accordance with Spiro's instructions from time to time and the Buyer shall not use any other company name, trade name or trademark in direct connection with the Trademarks. The Buyer is not entitled to use or register any trademark, trade name, product description or company name, which may be confused with the Trademarks.

8.2 Spiro shall not assume any liability for the Buyer's use of the Trademarks or the Products' infringements of any third-party rights.

9. Limitation of Liability

Notwithstanding anything to the contrary set forth in the offer, quotation, order, contract, order confirmation, these conditions or other documents or what follows from law or otherwise, Spiro shall in no event be responsible for any loss of business or profits, loss of contracts, loss or interruption of production, costs of capital or any other consequential, incidental, special or indirect loss or damage of whatever nature incurred by the other party.

10. Force Majeure

10.1 Spiro shall be relieved from liability for a failure to perform any of its obligations due to any circumstance beyond its control, which impedes, delays, or aggravates any obligation to be fulfilled by Spiro, including but not limited to, changes in laws and regulations or in the interpretation thereof, acts of authorities, war, acts of war, labour disputes, shortage of transportation means, blockades, major accidents and currency restrictions. Spiro shall also be relieved from all liabilities in accordance with this provision in case of such circumstances are attributed to a sub-supplier or freight provider.

10.2 If Spiro desiring to invoke an event of force majeure, Spiro shall give notice to the Buyer of the commencement and the cessation of such event of force majeure.

11. Confidentiality

11.1 The parties shall not disclose to a third party any confidential information – whether commercial, financial, technical or of any other nature - related to the business of the other party, which is disclosed (orally), in writing or in other format and which are marked as confidential or otherwise – considering the nature of the information – ought to be treated as confidential ("Confidential information").

The Confidential information shall not be used for any purpose other than for the performance of any obligation by any of the parties towards the other party. These obligations shall not apply to Confidential Information, which becomes within the public domain through no fault of the other party of any of these provisions or is to be disclosed according to any law, statute or decision by any authority or court or according to stock exchange rules.

11.2 The providing party may at any time request that the Confidential information including any copies thereof is returned to the providing party.

11.3 The obligations provided for in this Clause 11 shall remain in force for a period of three (3) years from the disclosure of the Confidential information.

12. Assignment

Neither party is entitled to assign any rights or obligations of a sales contract without the prior written consent of the other party, except that the Buyer is entitled to assign the rights and/or obligations to an entity within the same group as the Buyer.

13. Governing law and Disputes

13.1 The Agreement shall be governed by the substantive law of Switzerland. The UN Convention on Contracts for the International Sale of Products of 1980 shall not be applicable.

13.2 Any dispute, controversy or claim arising out of or in connection with these conditions, or the breach, termination or invalidity thereof, shall be settled by the competent courts of Freiburg, Switzerland. Spiro shall however always be entitled to refer any dispute, controversy or claim arising out of or in relation to these conditions, or the breach, termination or invalidity thereof, to arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers of Commerce in force on the date when the Notice of Arbitration is submitted in accordance with these Rules. The number of arbitrators shall be one. The seat of the arbitration shall be Freiburg, Switzerland.

