

GENERAL TERMS AND CONDITIONS (GTC)

Effective from June 1st 2016

Art. 1 General remarks

- 1.1 The Buyer accepts the current version of the General Terms and Conditions (GTC) of Omniroll Ltd. as binding. This also applies to cases in which the Buyer in his order or in other documents either refuses to accept the GTC of Omniroll Ltd. or refers to the Buyer's own conditions. The GTC of Omniroll Ltd. apply to all business with the Buyer including the supply of spare parts as well as repair and assembly work.
- 1.2 The current GTC may be found on Omniroll Ltd.'s website at www.omniroll.ch.
- 1.3 Any variations or additional provisions by the Buyer shall only be valid if expressly agreed to in writing by Omniroll Ltd. The GTC of Omniroll Ltd. also apply when Omniroll Ltd. unconditionally makes a delivery or provides a service in awareness of a Buyer's contrary or deviating conditions.
- 1.4 In the event of any contradictions between the provisions of the order confirmation and those of the GTC, the former shall apply.
- 1.5 All agreements reached between Omniroll Ltd. and the Buyer are only valid if made in writing. Unless otherwise agreed, texts transmitted or confirmed electronically are equivalent to the written form.

Art. 2 Characteristics of the vehicle

- 2.1 Measurements and data stated in prospectuses and lists are solely intended as approximations.
- 2.2 Insubstantial and reasonable changes to the vehicle/chassis described in the contract relating to shape, colour or scope of delivery are reserved. Omniroll Ltd. is nevertheless not obliged to supply an amended version.

Art. 3 Offer and conclusion of contract

- 3.1 Offers from Omniroll Ltd. and offer-related documents are only relevant for the conclusion of a contract if explicitly designated as a binding offer. Offers are otherwise subject to change.
- 3.2 A contract is only considered to be effectively concluded in law when an order is confirmed in writing or electronically by an order confirmation issued by Omniroll Ltd. If Omniroll Ltd does not

receive a written objection from the Buyer within 8 business days of the transmission of the order confirmation, the contract shall apply according to the contents of the order confirmation.

Art. 4 Prices, payment and payment default

- 4.1 Omniroll Ltd. prices are for deliveries ex-works. They exclude value-added tax unless otherwise stated in the order confirmation.
- 4.2 Payment for invoices is due within 30 days of receipt. After this, the Buyer is in default of payment without specific notice being required.
- 4.3 Default interest amounts to 5%.
- 4.4 The withholding of payments or offsetting against any counterclaims is excluded.
- 4.5 Omniroll Ltd. is entitled at any time to require advance payment and to withdraw from the contract if advance payment fails to materialize.

Art. 5 Delivery, transfer of risks, packaging and delayed delivery

- 5.1 Delivery is made ex-works at the Buyer's account and risk.
- 5.2 In the event of returnable crates, the crates must be returned post-paid and undamaged within 3 months. Failing this, a charge will be made for crates.
- 5.3 In the event of delayed delivery, the Buyer must allow a grace period of at least one month.
- 5.4 The delivery time shall be extended appropriately in the event of labour disputes, particularly strikes and lockouts, as well as the onset of unforeseen hindrances, e.g. mobilisation, war, civil unrest, etc., even should such occur during a delayed delivery. The delivery time shall then be extended by the time during which Omniroll Ltd.'s sub-contractor can be shown to be behind schedule.

Art. 6 Warranty and liability for material defects

- 6.1 The Buyer must report any defects to Omniroll Ltd. without delay as soon as they are noted.
- 6.2 Warranty claims are limited to the repair or replacement of any defective parts and the repair of further damage to the vehicle inasmuch as these were directly attributable to the defective parts. Parts removed during remedial work remain the property of Omniroll Ltd.
- 6.3 The Buyer must return the vehicle to Omniroll Ltd.'s premises for remedial work.
- 6.4 Instead of carrying out any remedial work, Omniroll Ltd. may choose to supply another vehicle as specified in the sales agreement within the deadline.

- 6.5 Failure to remedy a defect despite repeated remedial work entitles the Buyer to demand either a reduction in purchase price or, in the event of serious defects, the cancellation of the contract. The Buyer is not entitled to a replacement delivery. In the event of the cancellation of the contract, the kilometres driven shall be invoiced and 2% interest shall be charged on any purchase price paid.
- 6.6 Remedial work does not extend the warranty period. Warranties on newly installed parts shall not exceed the vehicle warranty.
- 6.7 Any warranty is void if the vehicle is improperly used, maintained, serviced, subjected to excess loads, modified or transformed, or if the operating instructions are not adhered to. Normal wear-and-tear is excluded from the warranty. The warranty is also void if the Buyer does not immediately, upon observing a defect, take the necessary measures to limit any damage and give Omniroll Ltd. the opportunity to correct the defect.
- 6.8 If the vehicle is sold, all warranty rights shall pass to the purchaser until the end of the warranty period inasmuch as they are transferable.
- 6.9 Transportation costs for remedial work within the scope of the warranty shall be borne by the Buyer.
- 6.10 Any further claims for warranty, liability or damages are excluded, irrespective of their legal justification and, in particular, claims for compensation for direct and/or indirect damage.
- 6.11 Warranty claims are subject to a time limitation of 2 years from the delivery of the goods under article 5.1.

Art. 7 Transfer of risks

- 7.1 The risk of accidental loss or impairment of the goods shall be transferred to the Buyer upon delivery, in the event of sales shipments upon delivery of the goods to the carrier, the freight company or any other person designated to carry out the shipment. This also applies if Omniroll Ltd. has organised the shipping. If requested by the Buyer, the shipment can be insured by Omniroll Ltd. at the Buyer's cost against theft, breakage, transportation, fire and water damage as well as against any other insurable risks.
- 7.2 If the dispatch is delayed because of circumstances attributable to the Buyer, the risks shall be transferred to the Buyer from the date the shipment is ready.

Art. 8 Reservation of property rights

The goods shall remain the property of Omniroll Ltd. until full payment of the sales price and all subsidiary claims. Omniroll Ltd. is entitled to have the reservation of property rights registered in the relevant registry by unilateral declaration.

Art. 9 Design changes

Omniroll Ltd. reserves the right to carry out changes at any time, in particular as to specifications. It is not obliged to carry out such changes on goods already delivered.

Art. 10 Applicable law and jurisdiction

The legal relationship between Omniroll Ltd. and the Buyer is subject exclusively to Swiss substantive law, to the exclusion of the Vienna Sales Convention (CISG). The jurisdiction for all disputes is CH-2502 Biel (Omniroll head office).