This document contains the following information:

- General terms and conditions of sales and delivery, Sihl GmbH, Düren
- General terms and conditions of business and delivery, Sihl AG, Bern
- General terms and conditions of purchase Sihl AG, Bern
1. General Terms and Conditions of Sale and Delivery

1.1. Only our General Terms and Conditions of Sale and Delivery apply to offers, confirmations of orders, delivery, service, and other acts of performance. Any different terms and conditions are expressly not recognized unless we have agreed to them in writing or unless they have been independently, or principally or other contractor as per our written order, confirmed in the contract. The General Terms and Conditions of Sale and Delivery (hereinafter referred to as "GTC") are version 3.10 German Civil Code; we use "we" as well as the client, the client with the deliveries and/or services; goods = the objects of the contract; services = the services provided; payment = the one agreed; order = any customer's order, or offer; offers and order confirmations are subject to our written confirmation and confirmation of the contract unless we are responsible for delayed non-performance or the client is responsible for breaches of contract.

2. Order forms

2.1. Orders by clients are not binding without our written confirmation. Delivery deadlines and service times stated by us, unless otherwise expressly agreed, are indicative and do not exclude our right to withdraw from the contract in individual cases. The terms and conditions of the client require agreement in writing.

2.2. Supplementary terms and conditions may also be agreed independently of this contract, but only if they are expressly agreed in writing. We reserve the right to withdraw from the contract.

3. The following terminology applies for general sales terms and conditions of sales and delivery, unless otherwise expressly agreed:

4. Delivery and service

4.1. The client must ensure that the place designated for delivery is suitable and accessible to us, for the duration of the disruption to the extent of the affected capacity. Some goods, in their nature, can only be transported in full by a truck at the time of the delivery or service. The client is responsible for the goods at the agreed or the last possible place of delivery, or if there is no agreement on the delivery or service, at the agreed or the last possible place of delivery. The client is responsible for the goods at the agreed place of delivery, or if there is no agreement on the delivery or service, at the agreed place of delivery.

4.2. The client is hereby required to be responsible for all losses incurred in the event of the goods being delivered in defect. The client is responsible for the goods at the agreed place of delivery, or if there is no agreement on the delivery or service, at the agreed place of delivery and is responsible for the goods at the agreed place of delivery, or if there is no agreement on the delivery or service, at the agreed place of delivery.

5. Warranty and liability

5.1. Where the delivery or service is free of carriage, the transport costs and, where required, is responsible for the goods at the agreed place of delivery, or if there is no agreement on the delivery or service, at the agreed place of delivery.

6. No liability for minor defects or insignificant breaches of contract

6.1. We will not be liable for minor defects or insignificant breaches of contract. This does not apply in the event of gross or significant default, or if we are in breach of an essential contractual duty or if the client informs us of the asserted claims without unreasonable delay.

7. Acceptance/complaints

7.1. The client is hereby required to inform us of non-conformities within five working days of receipt of the goods. The client is hereby required to inform us of non-conformities within five working days of receipt of the goods.

8. Export control

8.1. If applicable, it is responsible for complying with import, export and customs regulations in Germany, Europe, and the destination country. Before our delivery or service, we are not responsible for the client's delivery and service under the contract, the conditions apply, complying with all relevant laws and regulations.

9. Conflict of laws

9.1. The creation of security stocks of goods to be provided by us. Otherwise, all agreements are without prejudice to our rights to the extent of the natural person or legal entity (e.g. haulier) that we would otherwise be entitled to make due payment. Where the delivery/service is free of carriage, the transport costs and, where required, is responsible for the goods at the agreed place of delivery, or if there is no agreement on the delivery or service, at the agreed place of delivery.
General terms and conditions of business and delivery, SIHL AG Berne

1. General
Our General Terms and Conditions of Business and Delivery below apply to all offers, deliveries and services, including those that form the basis of future business transactions. Any deviation from these conditions must be in written form. Conflicting General Business Conditions of the contractual partner are hereby expressly not acknowledged unless any objection is raised in a particular case.

2. Delivery time
Every attempt will be made to meet delivery times. If the delivery is delayed for reasons beyond the control of the supplier (act of nature beyond control, importation or transport problems, delay by sub-contractors, order amendments made subsequently by the buyer etc.) the delivery time will be put back accordingly. The exceeding of the delivery time does not entitle the buyer to withdraw from the contract or to refuse to accept the goods, and/or to compensation.

3. Prices
The supplier reserves the right to make price alterations if between the date of the order and the time of delivery the duty rates, exchange rate or import or turnover taxes are increased or if new taxes and charges are introduced for which the supplier is not responsible.

4. Complaints
The buyer is required to inspect the delivered goods on receipt. Defects are to be reported to the supplier in writing without delay, but at the latest within 8 days of receipt of the goods. In any case the right to complain ceases 12 months after receipt of the delivery. Complaints must be supported with samples and must indicate the production number and quantity affected. Complaints do not release the buyer from his obligation to payment. The supplier must be given the opportunity to inspect the reported defects on site. The goods delivered may not be sent back to the supplier without his express written agreement. In the case of justified complaint the supplier is free either to deliver a replacement within an appropriate time or to grant a corresponding reduction in price. The buyer is responsible for ensuring that the goods supplied are properly stored (see product specifications). Storage instructions issued to the buyer with the goods must be followed absolutely. The burden of proof of this is with the buyer. Improper storage by the buyer precludes any claim for compensation.

5. Damage during transport
Damage during transport is to be reported by the buyer to the transport company concerned on receipt of the goods. Claims for compensation are to be addressed to the transport company concerned.

6. Consequential damage
We expressly decline any liability on our part for any direct, indirect or consequential damage whatsoever. Similarly we decline any liability whatsoever if the products are used for a purpose other than that for which they were intended, or if they are handled incorrectly.

7. Mill Reels
A mill reel may show several flaws. The flaws are marked with paper tape on the edge of the roll, and also indicated with a coloured line. The customer is invoiced only for perfect net running meter.

8. Under and oversupplies
The customer accepts under or oversupplies of up to 10%.

9. Conditions of payment
The conditions of payment applying to the client are noted on the invoice. Any discount deductions made to which the buyer is not entitled will be charged to the buyer.

Payments must be made to either the bank or the postal check account indicated on the invoice within 30 days of the invoice date without deductions. Any devitation from this payment condition must be noted on the invoice.

The payment deadlines must be observed even if transport, delivery or acceptance of the delivery is delayed or made impossible for reasons beyond the control of the supplier. It is not permitted to reduce or withhold payments on account of complaints, claims or counter-claims by the customer not acknowledged by the supplier.

If the customer does not meet the agreed payment deadlines he must pay interest of 5% per annum on arrears from the date the payment was due, without any particular reminders.

10. Reservation of proprietary rights
The goods remain the property of the supplier until they have been paid for in full.

11. Place of jurisdiction
The place of performance and place of jurisdiction for all claims is Berne. However the supplier reserves the right to prosecute the buyer before the courts at his domicile.

SIHL AG, Berne
Juni 08
General Terms and Conditions of Purchase SIHL AG, Bern, July 2014

§ 1 General
1. Our Terms and Conditions of Purchase apply exclusively. Contrary or deviating conditions of the supplier will only be accepted if they are confirmed in writing or correspond to mandatory law. This also applies to unconditional acceptance of a delivery while being aware of conflicting conditions.
2. Our Conditions of Purchase apply to all future transactions with the supplier, even if these are not explicitly referred to in a contract. A contract in an individual case will be concluded on the basis of our offer and order delivery.
3. If any provision of these Conditions becomes invalid, the validity of the remaining provisions shall thereby remain unaffected.

§ 2 Order
1. The supplier is required to accept our order in writing within a period of 5 working days. If an acceptance is received later, a contract is created if we do not object within a period of 10 working days from receipt of order acceptance.
2. We retain ownership and copyright of illustrations, drawings, calculations and other documents. They shall be used exclusively for production on the basis of our offer. After completion of the order, they shall be returned to us without prompting.

§ 3 Prices and payment
1. The net amount shown in the order is binding. Unless otherwise agreed, the price includes the shipping costs specified in art. 5 and the certificates of origin or technical characteristics of the product.
2. Invoices can only be processed if - in accordance with the requirements of our order - they specify the order number and the order line item, as well as our item number; the supplier is responsible for any consequences arising due to non-compliance with this obligation.
3. Unless otherwise agreed, we will pay the invoice within 14 days from the delivery of the goods and receipt of the invoice with a 3% discount or the net amount within 60 days after it becomes due and after receipt of the invoice.
4. We retain set-off and retention rights to the extent permitted by law. In case of a defective delivery, we also have the right to retain compensation in the amount of three times the costs required for the elimination of the defect. If the supplier, after notification of the defect, does not remedy the defect immediately and we are not reasonably able to wait any longer, we can remedy the defect ourselves and demand reimbursement of the necessary expenses.

§ 4 Delivery time
1. The delivery time specified in the order is binding. If the supplier is required to deliver certification of origin or technical quality in addition to the goods themselves, these shall be provided within the agreed delivery time. The provision of such certificates is an essential part of the performance obligation of the supplier. On-time delivery shall be determined based on receipt of the delivery at our or the agreed delivery address.
2. The supplier is required to notify us immediately in writing if circumstances occur or become apparent which indicate that the delivery time cannot be met.
3. In case of delayed delivery, we are entitled to a penalty of 0.1% of the contract value per full calendar day of delay, not to exceed, however, more than 5% of the order value. We are required to declare retention of the contractual penalty at the latest upon payment of the invoice that followed the delayed delivery.
4. The assertion of further damages caused by the delay, on the basis of which the penalty will be deducted, is expressly reserved. In this regard, we point out that as a production and assembly operation, on-time delivery is especially important for us. Even the absence of a small portion or a necessary certificate may be cause for production and delivery delays of a substantial scope and cause damages that far exceed the order value.
5. If the delivery takes place before the agreed delivery time, we are not required to accept it. In case of prompt acceptance, the agreed delivery date will still prevail for determination of the due date for payment to the supplier.

§ 5 Shipping
1. The delivery, unless otherwise agreed in writing, shall be made under ICC “INCO Terms 2010” DDP, duty paid, and additionally insured, and shall include packaging. The place of performance for the service is our receiving location, unless our registered office is indicated.
2. On all shipping documents and delivery notes, the supplier is required to indicate our order number and order line item, as well as our item number; if the supplier fails to do so, it is responsible for any resulting delays.
3. We are entitled to return the packaging material to the supplier at its own cost and risk.
4. Transport and packaging risk is borne by the supplier.

§ 6 Quality of the delivery
1. The goods - depending on the order - are subject to the supplemental Conditions of Quality. In addition, the product must meet applicable national and international legal requirements, the relevant regulations and guidelines, as well as the documents on which the order is based, such as drawings, descriptions, designs, specifications, and conditions for acceptance.
2. All goods shall comply with to the latest safety regulations and must be certified by the competent authorities upon delivery and approved as fit for purpose.
3. If agreed, delivery must also include evidence of the origin or the technical quality of the goods.

§ 7 Warranty and compensation rights
1. If contractual or regulatory acceptance is anticipated, the supplier shall bear the increased costs incurred thereby. It shall indicate the acceptance date at least two weeks in advance.
2. We are required, within a reasonable time limit, to check the delivery for deviations from the agreed quality. Any evident defects claimed in this process are considered in all cases to have been claimed in time, if our report of defects is sent to the supplier within ten days after receipt of the goods. The complaint of hidden defects is considered in all cases to have been made in time if our report of defects is sent to the supplier within ten days after discovery.
3. The statutory warranty and damage claims are available to us in full.
4. The warranty period is 24 months from the transfer of risk; we reserve the right to apply longer statutory limitation periods. The claims for warranty for defects in the goods shall lapse two years after delivery of the goods to us. The objections due to existing defects persist, if, within one year after delivery, the prescribed notice is made to the supplier.

§ 8 Product Liability
1. If the supplier is responsible for product damage, it is obligated to indemnify us on first request from third-party claims where the cause lies within its control and organisation, and it is solely liable in internal relationships.
2. In this context, the supplier is also required, in accordance with its responsibility, to reimburse any expenses arising out of or in connection with any recall campaign carried out by us.
3. We have the right to enter into settlements with injured third parties; the liability of the supplier shall not be affected as long as the settlements are economically necessary and appropriate.
4. The supplier undertakes to maintain product liability insurance with coverage of at least CHF 5,000,000 per incident of personal injury/property damage - all inclusive.

§ 9 Proprietary Rights
1. The supplier warrants and represents that no proprietary rights of third-parties are violated in connection with its delivery. This excludes deliveries made according to our product specification.
2. If a third party claim is made against us for this reason, the supplier is obligated to indemnify us from these claims upon first written request. The indemnification obligation of the supplier refers to all expenses incurred by us arising from or in connection with the claim by a third party.
3. With regard to the execution of settlements with injured third parties, § 8 para. 3 applies mutatis mutandis.

§ 10 Retention of Title – Provision
1. The retention of ownership by the supplier is excluded.
2. If we provide parts to the supplier, we reserve the right of ownership. Processing or transformation by the supplier is performed for us. If our retained goods are processed with other objects not belonging to us, we shall acquire co-ownership of the new item in proportion to the value of our goods to the other processed items at the time of processing.
3. If the item provided by us is inseparably mixed with other objects not belonging to us, we shall acquire co-ownership of the new item in proportion to the value of the retained goods to the other processed items at the time of mixing. If the mixing is done in such a way that the item of the supplier is to be regarded as the main item, it shall be agreed that the supplier transfers ownership to us on a pro-rata basis; the supplier shall retain sole ownership or co-ownership for us.
4. The supplier is required to inform the property belonging to us at the supplier’s own expense at the replacement value, against fire, water and theft.
5. The supplier is required to provide us, no later than by the end of the first week of January of each year, a list of the provided items belonging to us, as at 31 December of the previous year.

§ 11 Confidentiality
1. The supplier is required to keep all specifications, formulas, calculations and other documents and information confidential and use them only for the stated purpose. The information obtained will be made accessible by the supplier only to those employees who are also sworn to confidentiality and only insofar as it is necessary for the purpose of delivery to us. In the case of external processing work, we must be notified of the name and address of the third party in advance of any intended disclosure. In addition, the third party must also undertake to maintain confidentiality. In the event that the third party breaches confidentiality, the supplier already now assigns all resulting claims to us. We accept this assignment.
2. The confidentiality obligation shall also apply beyond the date of execution of this contract, unless the supplier can demonstrate that the information in question:
   - is commonly known
   - becomes known through no fault of the supplier or
   - was or is obtained lawfully from a third party or
   - is already known to the supplier.

§ 12 Data Protection
The supplier takes note of the fact that, under the Federal Data Protection Act (DPRA), its data will be stored by us. The processing of data is carried out in compliance with the Federal Data Protection Act.

§ 13 Jurisdiction - Applicable Law
1. Exclusive jurisdiction for all disputes lies with the court in the location of the registered office of SIHL AG. We reserve our right to sue the supplier before the court having jurisdiction over the supplier’s registered office or domicile.
2. The entire legal relationship with the supplier is governed exclusively by Swiss law, with the exception of the UN Convention on Contracts for the International Sale of Goods (CISG).
3. In addition, the “INCO Terms” of the International Chamber of Commerce, as amended, shall apply.