

General Conditions for Supply of Services (CH)

1. General

- a) These conditions apply in respect of every Quotation for the supply of any services by AST TURBO AG unless otherwise agreed in writing.
- b) No other terms and conditions (including any submitted by the Purchaser by any means whatsoever) except those expressly agreed in writing by AST TURBO AG shall be incorporated into these Conditions or applicable to the Services. No representation made or course of conduct by AST TURBO AG or any of its agents or employees can amount to a waiver of these Conditions.
- c) If there is any conflict between these Conditions or any Quotation, Invoice or other document issued by AST TURBO AG, the following order of precedence applies: These conditions; the Invoice; the Quotation; any other document issued by AST TURBO AG to the Purchaser, unless expressly agreed to the contrary by AST TURBO AG in that document.
- d) In these conditions the following terms have the meanings set out below:
"Conditions" means these general conditions for supply of services;
"Invoice" means any invoice issued by AST TURBO AG detailing the price to be paid by the Purchaser to AST TURBO AG for the Services;
"Premises" means the premises where the Services are to be carried out.
"Quotation" means the written quotation setting out the price and description of the Services.
"Services" means the work or supply agreed to be undertaken by AST TURBO AG pursuant to the Quotation and these Conditions;

2. Quotation and Conditions

- a) The Quotation is open for acceptance for 30 days from the date of the quotation.
- b) The contract shall come into effect upon unconditional acceptance of the offer by the Purchaser.
- c) Technical data of any kind is subject to final confirmation by AST TURBO AG at the time of acceptance of the Quotation by the Purchaser.
- d) Quotations, drawings and documentation are AST TURBO AG copyright. They must not be disclosed to any third party and must be returned to AST TURBO AG immediately upon request.
- e) These Conditions are deemed to have been accepted by the Purchaser upon acceptance of the Quotation.

3. Scope of Service

- a) The final scope of the Services shall be specified in the official written acknowledgment of the Purchaser's order by AST TURBO AG. Any variations are subject to written confirmation by AST TURBO AG.
- b) Delivery will take place as follows:
 - i) unless otherwise agreed in writing, the Purchaser is responsible to deliver and collect to and from the Premises. The arrangement of a carrier, its suitability for carriage and payment of the carriage are the responsibility of the Purchaser;
 - ii) where AST TURBO AG has agreed in writing to collect or deliver the equipment, delivery is deemed to occur when the equipment is collected or delivered by or on behalf of AST TURBO AG to or from the site nominated by the Purchaser. Notwithstanding that AST TURBO AG may agree to arrange collection and delivery, the cost and risk shall be to the account of the Purchaser. AST TURBO AG shall only accept risk in respect of equipment while on its Premises unless otherwise agreed.
- c) In the event AST TURBO AG field personnel attend to any of the Services at a place other than the Premises, the Purchaser will indemnify AST TURBO AG against any liability for injury or death of AST TURBO AG agents or employees occurring as a result of any act, neglect or default of the Purchaser.

4. Price

- a) When not otherwise specified, AST TURBO AG will charge for labor and materials provided in accordance with its standard charge rates. Unless otherwise specified, prices are ex factory including packing and loading at the Premises but excluding freight and installation.
- b) All sales, excise, turnover and value added taxes, assessments, customs duties, or other charges imposed by any national, state or local government agency in connection with the services to be provided hereunder, shall be reimbursed to AST Turbo AG by the Purchaser and any payment made to AST Turbo AG hereunder shall be free and clear of such taxes, assessments or other charges. In the event that the representative is charged local taxes, AST Turbo AG reserves the right to adjust its rates accordingly.
- c) Prices have been calculated on the basis of cost levels applicable at the date of the Order and are subject to variation in the event of any change in the cost of materials, wage rates or other price governing factors (for example customs duties or currency fluctuations) including spare parts.
- d) Payment terms for sales or delivery of items outside Switzerland are prior of shipment (COD).

5. Terms of Payment

- a) The price must be paid by the Purchaser to AST TURBO AG within 30 days of the date of the Invoice.
- b) The purchaser must not deduct or set off any claims not accepted by AST TURBO AG against the price.
- c) If payment of the price is not made by the due date, AST TURBO AG may in addition to any other rights it may have, charge interest on the overdue amount at the rate which would be charged to AST TURBO AG by its then bankers on an overdraft amount equal to the outstanding sum. Any payment made by the Purchaser will be credited first against any interest accrued.

6. Retention of Title

Title in any equipment supplied by AST TURBO AG shall not pass to the Purchaser until AST TURBO AG has received full and final payment of all amounts due to it under the Conditions. If the Purchaser has in the meantime been given custody of such spare parts or equipment, it takes custody and shall retain them as the fiduciary agent and bailee of AST TURBO AG. This provision shall not prejudice any other right of AST TURBO AG under these Conditions.

7. Notice of warning

The inspection findings, as well as any oral or written statements by AST TURBO AG to the Purchaser or his representative concerning the condition, deployment, safety and usability of the object being serviced, as well as any reservations expressed in the same form in respect of orders, instructions or measures of the Purchaser or other factual circumstances, shall be deemed a notice of warning and shall exempt AST TURBO AG from any liability.

8. Warranty

- a) AST TURBO AG will carry out the Services using trained personnel available to it. Unless otherwise agreed in writing the Services and any spare parts or equipment supplied by AST TURBO AG will be free from any defects arising from faulty material or inferior workmanship from delivery for a period of 6 months (warranty period).
- b) If within the above period the Purchaser gives written notice to AST TURBO AG of any alleged defect and if in the sole judgment of AST TURBO AG the Services or any spare parts or equipment are found to be defective due to faulty material or inferior workmanship, then AST TURBO AG will re-perform said Services or repair or replace and make good, at its option, the relevant part or repay to the Purchaser the full price paid for that part

- according to the AST TURBO AG list price at the relevant date. Re-performance, repair or replacement will be undertaken at the option of AST TURBO AG either at its Premises or at the premises of the Purchaser.
- c) If remedial work becomes necessary the Purchaser must:
- grant necessary time and facilities;
 - furnish at its cost the necessary labor and equipment to carry out the remedial work; and
 - perform at its expense any work above and beyond the original scope of the order.
- d) If Services require customer-supplied information, design or assembly, or if the purchaser dictates use of certain parts or other equipment (collectively "Customer Content"), the customer shall be solely responsible for such Customer Content, including, without limitation, its accuracy, suitability, warranty and effect on AST TURBO AG's Services.
- e) AST TURBO AG shall have no liability for:
- any loss or damage due to ordinary wear and tear or in respect of parts which on account of the material of which they are made or the use to which they are put, are subject to premature deterioration;
 - any damage due to faulty or incorrect storage, incorrect handling or use, faulty installation or putting into operation, excessive stress or strain;
 - the use of unsuitable lubricants or fuels, unsound civil engineering work, inadequate foundations or unsuitable soil, chemical, electrochemical or electrical influences including the effect of peaks on the grid or an equipment connected to the grid; or,
 - any other causes arising beyond the control of AST TURBO AG.
- f) This warranty is given in lieu of all other warranties express or implied. To the extent permitted by law, all other warranties, express or statutory or implied including those of merchantability and fitness for purpose are excluded. Where the law prohibits such exclusion, liability for breach is limited, where permitted by law, and at the option of AST TURBO AG, to re-perform, repair, re-supply or replacement of, or repayment of the cost of, the relevant Services.
- g) The Purchaser's entitlement to claim under this warranty is conditional upon:
- notification in writing of the defects to AST TURBO AG immediately on discovery within the warranty period;
 - Purchaser complying with the service and maintenance instructions of AST TURBO AG and undertaking inspection of equipment at specified intervals;
 - no remedial or repair work being carried out or attempted without prior consent of AST TURBO AG;
 - no spare parts having been fitted other than those supplied by AST TURBO AG.
- h) The Purchaser acknowledges that it has entered into these Conditions and any Quotation without relying on any representation by AST TURBO AG or any person purporting to represent AST TURBO AG.

9. Limitation of Liability

Except as expressly provided for in clause 8, AST TURBO AG shall not be liable in respect of any loss, liability or damage suffered or incurred by the Purchaser, whether direct, indirect, and/or consequential, including but not limited to incidental or punitive damages, damages for or in relation to loss of use of facilities, late delivery, loss of revenue or profit, loss of production, the cost of capital or of substitute equipment or services, loss of interest, costs involved in down-time and/or provision, loss on account of product liability/third party liability or incidental damage to other machine parts, howsoever arising, including directly or indirectly in connection with the Services or these Conditions or any Quotation, including the breach of the present contract or of any warranties or indemnities to the extent as permitted by law. In no event shall the liability of AST TURBO AG exceed the unit price of the services provided and all such liability shall terminate upon the expiry of the warranty period.

10. Force majeure

AST TURBO AG will not be liable to the Purchaser or any other person for any loss or damage incurred or suffered by the Purchaser or that other person, or be in breach of these Conditions, by reason of any delay in the performance or

observance of any obligation of AST TURBO AG contained in these Conditions which is caused or results from any force majeure event. A force majeure event includes any act, event or circumstance beyond the reasonable control of AST TURBO AG including but not limited to acts of god, war, epidemic, pandemic, hostilities, riots, strikes, lock outs, labor disturbances and stoppages (whether actual or threatened) of employees of AST TURBO AG or others, shortages of materials, seizure, restriction, resumption or other executive or governmental regulations or orders affecting AST TURBO AG, accidental breakdown or injury to or appropriation or requisition of AST TURBO AG assets or any part thereof.

11. Privacy Authority

Where the Services are supplied to the Purchaser on credit the Purchaser irrevocably authorizes AST TURBO AG, its employees and agents to make such enquiries as it deems necessary to investigate the creditworthiness of the Purchaser from time to time including (but without limiting the generality of the foregoing) the making of enquiries of persons nominated as trade referees, the bankers of the Purchaser or any other credit providers and the Purchaser authorizes the information sources to disclose to AST TURBO AG such information concerning the Purchaser which is within their possession and which is requested by AST TURBO AG.

12. Termination

If either party:

- defaults in the due performance or observance of its obligations under these Conditions and fails to rectify that default within 21 days of notice from the other party;
- takes or has taken against it any action for winding up or placing under official management, receivership or other form of insolvency management or administration (other than for the purposes of reconstruction);
- ceases or threatens to cease carrying on its business or a material part of it, then the other party may at its option and without prejudice to any other rights it may have under the Conditions or at law, immediately:
 - determine the agreement evidenced by the conditions and its liability for the performance under them; and/or
 - suspend delivery of the equipment; and/or
 - retain as security any moneys paid and apply those moneys against the assessed loss and damages incurred by it in the performance or partial performance up to that time of the agreement evidenced by these conditions; and/or
 - take such action as it considers reasonably necessary to regain possession of the equipment.

13. Conditions not to be Assigned

The Purchaser must not assign or transfer its rights under the Conditions without the prior written consent of AST TURBO AG.

14. Data Protection

No personal data is processed unless there is a legal basis for the processing. AST Turbo AG may disclose personal data information to perform contractual obligations or to obtain access to customer sites eg. visa, oil passes etc. Personal Data is stored as long as it is required by law resp. there is another legitimate interest in further processing.

15. General Provisions

- The present contract and the Conditions shall be governed and construed in accordance with the substantive laws of Switzerland, with the exception of conflict of laws. The United Nations Convention on Contracts for international Sale of Good (CISG) shall not apply to this contract and the Conditions.
- All disputes arising out of or in connection with the contract including these Conditions shall be finally settled under the Swiss Rules of International Arbitration of the Swiss Chamber of Commerce by one arbitrator appointed in accordance with the said Rules.
- The seat of arbitration shall be Zurich; the arbitral proceedings shall be conducted in English.
- If any of the Conditions are ineffective this shall not affect the validity of any of the other Conditions.

- e) No failure, delay, relaxation or indulgence by AST TURBO AG in exercising any power or right under these Conditions operates as a waiver of such a power or right. No single or partial exercise of any power or right prevents any other or future exercise of it or the exercise of any other right or power under the Conditions.

16. Hold Harmless

"The customer shall fully indemnify, defend, and hold harmless AST and its affiliates, directors, employees, and agents from and against any and all claims, suits, damages, losses liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with any actual or alleged infringement of any intellectual property rights (including patents, copyrights, trademarks, and trade secrets) of any third party, in particular, but not limited to, those of the Original Equipment Manufacturer (OEMs), in connection with the use, sale, importation, distribution, or reproduction of the (Products/Services) provided under this Agreement and/or the information contained in any documents and manuals of such third parties."