

General Terms of Purchase of Solvias AG

1. Scope of Application

These general terms of purchase ("General Terms of Purchase") apply to all orders of Solvias AG and its Affiliates (together "Solvias") for the purchase of goods ("Goods") and/or services ("Services") from a supplier ("Supplier"). Different or additional provisions, including a Supplier's general terms of sale, shall apply only if agreed in writing by Solvias and the Supplier.

The term "Affiliate" shall mean any corporation or other business entity controlled by, controlling or under common control with Solvias AG. "Control" for the purposes of this definition shall mean direct or indirect beneficial ownership of fifty percent (50%) or more of the voting interest in an entity, or such other relationship as, in fact, constitutes actual control.

The term "Goods" covers without limitation chemicals, devices, and device parts, hardware and software products, consumables and merchandise that are stated by Solvias in the order or requested by Solvias that the Supplier manufactures, sells or has manufactured on behalf of Solvias.

The term "Services" covers without limitation any and all services of the Supplier performed for or on behalf of Solvias as specified in the order of Solvias or as requested by Solvias.

The term "Deliverable(s)" includes both "Goods" and "Services".

The term "Specification(s)" covers Solvias' requirements and all plans, drawings, construction instructions, data, and other information provided by Solvias to the Supplier in relation to supplying the Deliverable(s).

Changes and additions to the General Terms of Purchase require the express written agreement of the parties to be valid. If, for any reason, a provision of these General Terms of Purchase becomes invalid, the validity of the remaining provisions will not be affected.

2. Orders

Only orders issued by Solvias in writing are valid. The terms "in writing" and "in written form" in this article 2 refer to communication by letter, fax, email or a web application provided by the Supplier or Solvias.

The order must be confirmed by the Supplier within 8 (eight) working days of the order date. The Supplier shall provide such confirmation either in writing or by sending or supplying the Deliverables in whole or in part. Such confirmation constitutes the Supplier's acceptance of these General Terms of Purchase. If the Supplier does not provide confirmation within 8 (eight) working days of the order date, Solvias is no longer bound by the order. All changes or additions to the orders must be agreed to by the parties in writing.

Solvias may cancel an order at any time. If the cancellation is for a reason outside of Supplier's control, the Supplier has a right to remuneration for the costs that are proven to have been incurred through the date of cancellation. All other claims for damages are excluded.

3. Prices and terms of payment

The price for the Deliverables is the price stated in the order.

Prices shall not be increased for reasons of increased costs of materials or work, exchange rate fluctuations, transport fees or for any other reason, without the prior written agreement of Solvias.

Invoices must be issued in the currency stated in the order.

Payments to the Supplier for the Deliverables are only owed if these are consistent with the order and article 6.1 below.

Unless otherwise agreed in writing, payment will be made within 30 (thirty) days after receiving the invoice, at the earliest however 30 (thirty) days after receipt of the Deliverable. If a Deliverable has to be installed or is subject to acceptance by Solvias, payment will be made at the earliest 30 (thirty) days after unconditional acceptance of such Deliverable by Solvias. All payments due to a Supplier may be offset against any counter-claims of Solvias at Solvias' sole option.

4. Delivery

The date and destination stated in the order are binding and must be adhered to. Time is of the essence with respect to the supply of all Deliverables.

If the parties do not agree to a particular date for the delivery the Supplier shall deliver the Deliverable to Solvias as soon as reasonably possible.

If no destination is agreed between the parties the delivery must be made to the domicile of Solvias AG.

The Supplier must inform Solvias without delay in writing if circumstances occur that make timely delivery unlikely or impossible. If delivery is late, Solvias has the right to cancel the order and shall not be liable for any costs or expenses of the Supplier or for the cost of the Deliverables incurred in connection with the cancellation of the order. This right is in addition to all other legal remedies to which Solvias may be entitled under applicable law.

Solvias is not required to pay for quantities of the Deliverable(s) that were supplied in excess of the ordered quantities and shall not be liable for any reason in connection with such overages. The delivery of quantities below those ordered requires the express prior written agreement of Solvias.

5. Transport, packaging, transfer of risk and insurance

Unless otherwise agreed in writing, the delivery terms within Switzerland are DAP (Incoterms® 2010) to the destination named in the order.

Deliveries from outside Switzerland – unless otherwise agreed in writing or if the Supplier does not have a Swiss VAT number – are to be delivered DDP (Incoterms® 2010) to the destination stated in the order.

Unless otherwise agreed in writing, all costs for packaging, handling, etc. as well as for DAP- or DDP-delivery are to be paid by the Supplier. The Supplier will provide Solvias with the documents necessary for importing and paying the customs duties on the Goods.

A clearly legible, full description of the Goods in English or German must be affixed to the outside of each package. If the items are hazardous they must be clearly marked as such. The Supplier must package the Goods appropriately for delivery to the destination and shall be liable for any damages caused by inadequate packaging.

The risk shall pass to Solvias on delivery of the Deliverable to the agreed destination. The Supplier must insure the Deliverable until the risk is passed to Solvias. If a Deliverable has to be installed or is subject to acceptance by Solvias, the risk shall pass only after Solvias has unconditionally accepted such Deliverable.

6. Quality

6.1 The Supplier warrants that the Deliverables supplied shall be of the quantity and quality specified in the Specifications contained in the order and comply with the requirements set forth in article 7 below.

6.2 Solvias has the right to reject Deliverables that do not comply with article 6.1. A quality examination or payment by Solvias does not release the Supplier from its obligations as stated in article 6.1 nor does it restrict Solvias' rights to reject other defective Deliverables. Payment of the relevant invoice does not constitute an unconditional acceptance of the Deliverables by Solvias until Solvias has had enough time – at least 30 (thirty) working days – to examine the delivery and accept it unconditionally.

6.3 If the Deliverables supplied do not meet the requirements set forth in article 6.1, Solvias shall be entitled at its own discretion to request remedy of the defect or deficiency, replacement or reduction of the price or to demand the cancellation of the order including the reimbursement of the price already paid. Solvias reserves the right to claim damages (refer to article 9 below).

6.4 Solvias practices a quality control system in line with ISO 9001:2008 standards. The Supplier must therefore inform Solvias of any actual or threatened variations in quality and of changes to the properties of the Deliverable immediately upon receiving knowledge thereof. The Supplier shall grant Solvias or Solvias' clients access to the premises where the relevant order is being processed after appropriate prior written notification.

7. Warranties relating to the Deliverable

7.1 The Supplier warrants that the Deliverable: is of a saleable quality, has no latent or apparent defects or deficiencies, and is suitable for any purpose that the Supplier has stated in writing at the time of the order or was stated in writing by Solvias to the Supplier immediately prior to the time of the order; does not contain any contaminants not related to the process or construction, material and manufacturing defects; corresponds to all the relevant Specifications or samples and complies with all the regulations stipulated by the quality systems and all statutory requirements and regulations relating to the supply of the Deliverable; and does not infringe the intellectual property rights of third parties.

7.2 The Supplier's warranty extends also to all parts of the Deliverable supplied by sub-contractors unless otherwise expressly agreed in writing.

7.3 The warranty period is 24 months after receipt of the Deliverable or 24 (twenty-four) months after unconditional acceptance, whichever is later. Warranties for remedied defects or deficiencies and replacements must be provided on the same terms as for the Deliverable itself. The warranty period begins anew with the remedied defect or deficiency and/or replacement.

7.4 The Supplier warrants to Solvias that it acquires ownership of the Deliverables and that no third party has a statutory, equitable or other right to the Deliverables superior to Solvias' rights therein.

7.5 The Supplier warrants a professional and workmanlike production of the Deliverable by using qualified and trained employees in accordance with the appropriate professional and quality standards expected by Solvias under all circumstances in accordance with the standard industry practices and applicable professional standards, in accordance with the ISO 9001:2008 standards.

8. Warranty relating to environmental protection, safety, transport safety and accident prevention, certificates as well as fundamental principles and rights at work

8.1 The Supplier warrants that the supply of the Deliverable complies with all applicable laws, statutory provisions and regulations, including in particular all regulations concerning environmental protection, safety, transport safety and accident prevention at the destination. In addition, the Supplier will obtain at its own expense certificates of origin or other documents if these are required for import/export and/or compliance with other statutory requirements or standards. For Deliverables that - in line with the applicable laws of the EU or Switzerland - require a certificate of conformity, the Supplier will provide this certificate to Solvias without separate request.

8.2 The Supplier warrants that it and its sub-contractors support and comply with the fundamental principles and rights at work of the IAO and the applicable IAO conventions.

8.3 With regard to chemical substances or products provided in line with these General Terms of Purchase, the Supplier confirms compliance with all applicable regulations and provisions of the Toxic Substances Control Act (15 U.S.C. 2601 ff), the Federal Occupational Safety and Health Act of 1970, and the Hazard Communication Rule (29 CFR 1910.1200). The Supplier will provide Solvias with material safety data sheets of such chemical substances and products without delay and will also notify Solvias without delay of any changes to the Specifications or the occurrence of any chemical substance in the delivered Goods that was previously unknown.

8.4 On request the Supplier will provide evidence of compliance with this article 8 and Solvias has the right to examine the relevant departments at the site of the Supplier for this compliance.

8.5 If work must be carried out at the premises of Solvias or of its customers, the Supplier is responsible for the actions of its employees/representatives and must provide evidence of appropriate insurance coverage. The Supplier's employees are subject to the instructions of Solvias and must comply with the personal protection and safety rules of Solvias or its customers.

9. Liability of the Supplier

9.1 If the Supplier breaches any of the warranties set forth in articles 6, 7 or 8 or in the event of a breach by the Supplier of any other contractual or statutory obligation, the Supplier shall indemnify and hold harmless Solvias (including its senior managers, directors, employees, legal successors, purchasers, representatives, and customers) in full for all claims, liabilities, financial fines, losses, damage, costs, and fees (including legal and court costs) incurred by Solvias or asserted by third parties. The foregoing also applies without limitation if the import, use or resale of the Deliverable infringes the intellectual property rights of any third party or is in violation of any laws or regulations or if any actions, omissions or delays by the Supplier, its employees, representatives or sub-contractors in the supply of the Deliverable lead to claims by third parties or are in violation of any law or regulation.

9.2 The Supplier shall maintain appropriate liability and product liability insurance to cover any claims and actions arising out of the breach of its contractual or legal obligations. On request by Solvias, the Supplier must provide evidence of this insurance.

10. Cooperation with third parties

All orders apply exclusively to the Supplier and may not be transferred or assigned to a third party without the written approval of Solvias.

11. Confidentiality

The Supplier shall treat all technical know-how, inventions or methods and all other confidential information or sensitive business information relating to Solvias of which it becomes aware or is provided by Solvias or its representatives in the strictest of confidence. To the Supplier's employees only such information may be disclosed that is required to fulfill the Supplier's obligations whereby the employees are subject to the same obligations of confidentiality as the Supplier. The obligations of confidentiality shall remain in force for 10 (ten) years after the date of completion of the order.

On request, the Supplier must return without delay all confidential information provided by Solvias or sensitive Solvias business information.

The Supplier shall not make public reference to its business relationship with Solvias without the prior written approval of Solvias.

12. Documentation

The Supplier shall provide Solvias with the manuals, plans, drawings, technical calculations, etc. that are part of the Deliverables supplied as well as any files or original copies that Solvias requires for ordinary use of the Deliverables or for maintenance or repair. The documentation to the Deliverables shall comply with the Specifications of Solvias, must be correct and complete and shall comply with all applicable laws, statutory provisions and regulations. In addition, the Supplier must provide Solvias with drawings or spare parts as well as the information required by Solvias to purchase these spare parts. Approval of these plans, drawings or calculations, etc. by Solvias does not release the Supplier from its warranties or obligations in line with these General Terms of Purchase.

13. Intellectual Property

All Specifications are the exclusive property of Solvias and may only be used by the Supplier to produce the Deliverable.

All drawings, documents, programs, studies, reports, analyses, data, and know-how ("Results") generated by Supplier for Solvias in connection with the Deliverable shall be the sole and exclusive property of Solvias. Solvias has the right to use the Deliverable and Results in any way whatsoever. Any copyright is assigned to Solvias. If the assignment of rights contemplated by this article 13 is prohibited by applicable law, the Supplier shall grant to Solvias, and hereby does so grant, a worldwide, royalty free and perpetual license, including the right to grant sublicenses, to all of the Deliverables and Results, including all copyrights, inventions, know-how or other intellectual property right embodied therein.

14. Changes to the Deliverable

In the event of consequential supplies of Deliverables, the Supplier must notify Solvias in advance in writing with an appropriate notice period about any plans to change the Deliverables, manufacturing processes and/or testing methods. These changes may not be implemented without the prior written approval of Solvias unless the parties have agreed in writing to the contrary. If the Deliverable is a catalogue item that is generally available on the market, the Supplier has no special obligation to provide information to or obtain approval by Solvias unless this has previously been agreed to in writing between the parties.

15. Applicable law

These General Terms of Purchase and all orders or agreements between Solvias and the Supplier shall be interpreted exclusively under the laws of Switzerland, without giving effect to the conflict rules of Swiss International Private Law. The United Nations Convention on the International Sale of Goods shall not apply.

16. Jurisdiction

The exclusive place of jurisdiction for all disputes arising out of the relationship of the parties and/or the interpretation of these General Terms of Purchase shall be the ordinary courts located in **Basel-Stadt, Switzerland**.

Kaiseraugst, Switzerland, July 1, 2013