



***Terms and Conditions of Delivery
for Volume Contracts***

Indel AG
Tüfiwis 26,
CH-8332 Russikon
Schweiz
Tel. +41 44 956 20 00
www.indel.ch

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1. General

These Terms and Conditions of Delivery apply to all Volume Contracts that may be offered by Indel AG, Tüfiwis 26, 8332 Russikon, Switzerland (hereinafter: SUPPLIER). They are deemed to be complementary to the SUPPLIER'S General Terms and Conditions. The complementary Terms and Conditions of Delivery apply to all offered items that are identified as such in the SUPPLIER's quote.

2. Definitions

The terms used throughout this document have the following meanings:

- «Products» are products, assemblies, components, software, support services and the like procured, made and tested on behalf of the CUSTOMER and/or intended for delivery to the CUSTOMER.
- «Single Purchase Order» is a purchase order for Contract Products which does not fall under a Volume Contract.
- «Volume Contract» is a blanket purchase order for a fixed quantity of Products to be supplied over a specific period of time.
- «Volume Contract Purchase Order» is a purchase order placed under a Volume Contract based on a valid quote.
- «Call-Off Purchase Order» is a purchase order for Products which falls under a Volume Contract.
- «Minimum Call-Off Quantity» is the minimum quantity of Products defined in the SUPPLIER's quote which has to be ordered under a Call-Off Purchase Order.
- «Maximum Call-Off Quantity» is the maximum quantity of Products defined in the SUPPLIER's quote which can be ordered under a Call-Off Purchase Order.
- «End Date» is the date on which the Volume Contract expires.
- «Volume Contract Term» is the agreed time period during which Contract Products can be procured using Call-Off Purchase Orders. Unless otherwise agreed in the quote, the Volume Contract Term is deemed to be one year.
- «Extended Term» is the time by which the Volume Contract Term can be extended once. Unless otherwise agreed in the quote, the Extended Term is deemed to be six months.
- «Volume Contract Reference Number» is a unique purchase order number under the Volume Contract.
- «Residual Quantity» is the quantity of Products to be supplied under the Volume Contract which at a given time have not been called off yet.
- «Residual Delivery» is the delivery, after the End Time, of all Volume Contract Products that have not been called off before the End Time.
- «Volume Contract Lead Time» is the period between the placing of a purchase order with the SUPPLIER under the Volume Contract and the readiness of the first call-off of Products for dispatch.
- «Call-Off Delivery Time» is the time between the placing of a Call-Off Purchase Order with the SUPPLIER and the dispatch of Products.

3. Ordering

The CUSTOMER places Volume Contract Purchase Orders following the SUPPLIER's quote. Purchase orders are possible under the Volume Contract only if they refer to the SUPPLIER's valid quote. It is not possible to adjust the Volume Contract's parameters in the purchase order. The SUPPLIER reserves the right to reject purchase orders that refer to an invalid quote or contain any incompliant parameter of the Volume Contract. In case of doubts, the Volume Contract's parameters specified in the SUPPLIER's quote apply.

Once a Volume Contract Purchase Order is accepted by the SUPPLIER, the CUSTOMER is provided (including electronically) with a written confirmation of the Volume Contract Reference Number and the End Time. The End Time always means the ordering date under the Volume Contract plus the Volume Contract Lead Time plus the Volume Contract Term.

Volume Contract Call-Off Purchase Orders are placed in writing (and sent electronically) and should contain a Volume Contract Reference Number. The Call-Off Purchase Order's quantity must be at least equal to the Minimum Call-Off Quantity and may not exceed the Maximum Call-Off Quantity. It should be noted that the Residual Quantity equals to at least the Minimum Call-Off Quantity or ZERO. For each Call-Off Purchase Order, the SUPPLIER provides the CUSTOMER (including electronically) with a written purchase order confirmation. For Call-Off Purchase Orders, the same terms of payment apply as for Single Purchase Orders under the SUPPLIER's General Terms and Conditions. The payment amount is calculated based on the quantity of the Call-Off Purchase Order and the product price and invoiced in accordance with the quote.

4. Cancellation, Obligation to Collect and the CUSTOMER'S Refunds

By placing a Volume Contract Purchase Order, the CUSTOMER undertakes to collect the ordered quantity of Products within the Volume Contract Term.

4.1. Cancellation of Volume Contracts and the CUSTOMER'S Refunds

If the CUSTOMER realises that the quantities of Products the CUSTOMER orders from the SUPPLIER under a Volume Contract are not needed as planned, the CUSTOMER may cancel such a Volume Contract. The SUPPLIER should then be refunded by the CUSTOMER.

The refund is calculated by the SUPPLIER based on the accrued cost of performing the Volume Contract and may include material and production costs as well as development costs. The refund should not exceed the remaining amount of the Volume Contract Products that have not been delivered (Residual Quantity). The costs calculated by the SUPPLIER cannot be contested by the CUSTOMER.

A cancellation becomes effective once the CUSTOMER pays the refund. Both the CUSTOMER's cancellation request and its confirmation should be sent in writing (including electronically). Cancellations should be applied for before the End Time.

4.2. Extension of the Volume Contract Term

The Volume Contract Term may be extended by the CUSTOMER by a predefined extended term once. Unless stated otherwise in the quote, the extended term means half a year.

Other extensions of the Volume Contract Term are possible only by mutual consent between the CUSTOMER and the SUPPLIER.

Both the CUSTOMER's term extension request and its confirmation should be sent in writing (including electronically). Extensions of the Volume Contract Term should be applied for before the End Time.

During the extended term the SUPPLIER and the CUSTOMER should adjust the contract taking into account their mutual interests and contractual obligations so that agreement regarding the Residual Quantity could be reached. Should the CUSTOMER and the SUPPLIER, during the extended term, fail to reach agreement regarding the Residual Quantity, then the provisions of section 4.3 below concerning the expiration of the Volume Contract Term apply.

4.3. Expiration of the Volume Contract Term

The SUPPLIER notifies the CUSTOMER of the expiration of the Volume Contract Term 10 working days before the expiry thereof. If there is no answer from the CUSTOMER until the End Time or the expiry of the Volume Contract Term, the remaining Products under the Volume Contract are delivered by the SUPPLIER to the CUSTOMER as a Residual Quantity. In this case the remaining Products are also delivered if no Call-Off Purchase Order for the Residual Quantity of Products is received from the CUSTOMER. Delivery of Residual Quantities is subject to the standard terms of payment as indicated in the SUPPLIER's quote and General Terms and Conditions.

5. Delivery Times

For newly launched Volume Contracts, Volume Contract Lead Times und Volume Contract Terms are defined in the relevant quotes of the SUPPLIER. If the SUPPLIER is unable to meet the Volume Contract Lead Time, the Volume Contract Term is extended accordingly. If no Call-Off Purchase Order is placed by the CUSTOMER during the Volume Contract Lead Time, the Volume Contract Term specified in the quote applies. The call-off delivery time declared in the quotation shall apply from the date of receipt of the Call-Off Purchase Order and the delivery date of the previous Call-Off Purchase Order. The general terms and conditions of the SUPPLIER shall apply.

6. Contract Validity

- 6.1. If any provision of these General Terms and Conditions is found to be invalid, the validity of the remaining provisions remains unaffected. This also applies to the validity of the individual provisions of any contract between the SUPPLIER and the CUSTOMER.
- 6.2. An invalid provision should be replaced with a legally valid one that is equivalent in terms of its economic purpose.

7. Court Jurisdiction and Governing Law

- 7.1. A court with jurisdiction over the SUPPLIER's registered office is competent for the CUSTOMER and the SUPPLIER. The SUPPLIER is also entitled, however, to sue the CUSTOMER where the latter has its registered office.
- 7.2. The legal relationship is governed by Swiss substantive law.