

General Terms and Conditions
of
Centravis Sales (Switzerland) SA

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1. General

The following terms and conditions (the "**General Terms and Conditions**") shall exclusively apply to all sales made by Centraviv Sales (Switzerland) SA (the "**Company**") to its customers. Unless otherwise agreed in writing, any terms and conditions of the customer which contradict or deviate from these General Terms and Conditions will not be accepted by us. The Company hereby excludes the customer's general or specific terms and conditions, even if the Company has not expressly rejected their application.

The customer acknowledges to have read and understood the General Terms and Conditions prior to the placement of any order.

Contracts or orders for the sale of goods shall come into force only after written acceptance of the order by the Company. In the event of immediate delivery of the goods ordered, the order confirmation may be substituted by the delivery of the goods.

Our offers are subject to change without notice.

2. Prices

The prices for the goods shall be the prices agreed in the contract or the order accepted by the Company. Agreed prices do not include value added tax or any other tax or duty unless expressly stated.

Unless otherwise agreed in the contract or the order accepted by the Company, the prices are DDU (Incoterms 2010) to your premises in EU or in case the goods are shipped to any other location outside EU EX WORKS from the respective production location in Ukraine. The DDU / EX WORKS prices do not include cost for special packaging, if requested by customers.

3. Payment Terms

All payment must be made only to the account name and details mentioned on the Invoice.

All costs and bank fees accrued regarding payment of our invoices will be the responsibility of, and transferred to, the customer.

If no payment terms or penalty interest terms are agreed, (a) payments shall be made within 30 days from the date of invoice and (b) penalty interest shall be paid starting from the date 30 days following the date of the invoice at 6% above the higher of the following rates: (i) the official Repo Rate of the country of the customer's delivery address or (ii) the customer's registered office.

The customer has no right of set-off, unless a final award by the competent arbitral tribunal or by a competent court has confirmed the existence of our obligation or

the existence of our obligation is acknowledged in writing by us.

The supplier has the right to pass the debts of the customer to a third party. If the customer is in default of payment, all remaining accounts receivable from the customer can be deemed as due. The customer is liable for all costs, charges and taxes outside Switzerland, which relate to each successful legal procedure against him.

4. Transfer of Risk

The risk of the goods shall pass to the customer by the date of their delivery to the premises of the customers in EU, or any other place of loading for export outside EU, in case the parties have agreed on the delivery from such other location. If dispatch is delayed at the request of the customer or due to reasons beyond our control, the risk of the goods shall pass to the customer at the time originally foreseen for their leaving the works (the "**Delivery Date**"). From the Delivery Date on, the goods shall be stored and insured on the account and the risk of the customer.

5. Retention of Title

The Company retains title to all goods delivered until full payment. In any event, the customer shall not be entitled to sell or encumber the goods before full payment without the written approval by the Company.

Until title to the goods passes the Company has the right to recover any such goods in the customer's possession or control and the Company is hereby given the right to enter any land or building where the goods are stored to collect such goods.

If the customer processes or commingles the unpaid goods into/or to form part of a new object, the Company is granted title to the new object proportionate to the value of the unpaid goods in the new object until such times as the Company has received full payment for the original goods.

If the customer transfers any unpaid goods or new object to a third party, the customer hereby assigns or transfers a proportion of its claim for payment or of other consideration to be received from any third party equivalent to the amount of the unpaid goods to the Company and the Company is entitled to collect such portion of the claim and/or consideration from the third party.

Each of the above paragraphs of this section 5 shall apply to the extent legally permissible in the relevant jurisdiction and shall have effect as a separate provision and, accordingly, in the event of any of them being unenforceable for any reason the others shall remain in full force and effect.

Should the customer default on their payment for any reason or should accounts receivable be threatened by potential deterioration of the credit-worthiness of the customer, then we shall be entitled to make our outstanding account immediately pay-

able and due, regardless of the term of any bill of exchange or the demand of security. We shall be allowed to fulfill outstanding deliveries only upon receipt of advance payment or with the provision of security of equivalent value. In particular, if, after an order by a customer has been accepted by the Company, the creditworthiness of such customer deteriorates (e.g. reduction of rating by Euler Hermes or other appropriate rating agency or other indications that the financial situation of the customer deteriorates) or is threatened to deteriorate, the Company is entitled to suspend the processing of such customer's order and to request, at its discretion, that the payment of the goods ordered shall be secured by way of advance payment or by security of equivalent value (e.g. bank guarantee of a reputable bank) within 20 days upon receipt of the request. If the advance payment is not received or the security is not provided within this 20 day period, the Company, at its discretion, may either (a) continue to suspend the processing of the order and to request advance payment or security or (b) terminate the contract and request the payment of damages.

6. Warranty

6.1 Representations and Warranties

The Company represents that at the Date of Delivery, the goods (a) conform to the specifications agreed expressly in writing in respect of the particular goods delivered, or if the Company and the customer have not expressly agreed in writing to specifications, the goods conform with the Company's general specifications in force at the Delivery Date; provided, however, that this warranty shall not apply to the extent that the goods have been subjected to accident or unapproved alteration, misuse or abuse, (b) subject to section 5, the Company will convey good and marketable title to the goods, (c) subject to section 5, the goods shall be free and clear of all liens, claims, encumbrances and other restrictions.

Goods sold as non-prime or under similar description are sold "as is" which means that the customer waives all rights to remedies and compensation for defects.

The representations and warranties contained in this section 6.1 are the sole warranties of the Company with respect to the goods delivered and are made expressly in lieu of and exclude all other warranties, express, implied or statutory, including the implied warranties of merchantability and fitness for a particular purpose and all other express and implied representations and warranties. The Company is unaware of the use to which the customer will use the goods delivered.

6.2 Inspection and Notice of Defects

Upon arrival of the goods at their final destination, the customer shall inspect the goods and shall without delay notify the Company in writing of any defects of the goods. For defects that could not reasonably have been detected by a diligent per-

son inspecting the goods, the customer shall notify the Company in writing within two weeks of the date the customer becomes aware of the defect. In any event, any notification of a defect must be received by the Company within one year from the Delivery Date.

Notifications made not within the time limits stated above will not be accepted and the Company will not be liable for any defects or shortages in the goods not notified in accordance with the above terms.

Any claims of the customer for breach of representations and warranties or shortages in the goods shall be time barred within one year from the Delivery Date.

6.3 Remedies

In the event of any defects as provided for in section 6.1 or shortages in the goods, and, provided that the customer has notified the Company in due time in accordance with section 6.2, the Company shall at its own expense and within reasonable time at its own option either rectify the defect or deliver new goods or in the event of a shortage, deliver the missing quantities at the agreed place of final destination.

Instead of correcting a defect or shortage the Company shall also always have the right to credit the customer for a decrease in the value of goods commensurate to the defect or shortage. If the goods have been prepaid, the customer shall in such circumstances repay the credited amount. Repayment will be made without interest unless repayment has been unreasonably withheld.

Defective goods shall be handed over to the Company at the agreed place of destination before any replacement goods are delivered or crediting/repayment is made.

The remedies of the customer in this section 6.3 for breach of representations and warranties or shortages in goods, shall be in lieu of, and not in addition to, the remedies provided for by applicable law. In particular, and without limitation to the foregoing, the customer hereto expressly waives the right of contract rescission.

7. Limitation of Liability

Our liability to the customer, regardless of the legal basis of such liability, whether in contract or in tort, shall be limited to direct loss of or damages to physical property and personal injuries caused by fault of the Company. Under no circumstances we shall be liable for business interruption and financial losses, such as loss of profit or revenue, payment of interest and other financing expenses or loss of use.

In any event, the Company's total liability (including the Company's obligations pursuant to section 6) in relation to a particular order shall be limited to the total amount due by the customer under this order. Any further liability not expressly stated in these General Terms and Conditions shall be excluded.

The limitations of liability set out in this section 7 shall not apply to claims or any

part of a claim arising out of or relating to fraud, willful misconduct or gross negligence.

8. Force Majeure

The Company shall not be liable for delay in performing or failure to perform obligations if the delay or failure results from events, circumstances or causes beyond its reasonable control and not occasioned by its fault or negligence, including but not limited to, acts of God or the public enemy, war, warlike operations, terrorism, insurrections or riots, civil or foreign armed aggression, sabotage, fires, floods, exploding, earthquakes, natural disasters or serious accidents, epidemics or quarantine restrictions, any act of government or any agency or subdivision thereof, judicial action, government requisition, restrictions, regulations or decrees relating to necessary supplies, governmental priorities, allocation regulations or orders affecting materials, facilities or completed goods, strikes or labor troubles causing cessation, slowdown or interruption of work, inability after due and timely diligence to procure materials, accessories, goods or parts, failure or delay in transportation, failure of a subcontractor of the Company to furnish materials, accessories, goods or parts due to the above mentioned causes. Such delay or failure shall not constitute a breach of these General Terms and Conditions and the time for performance shall be extended by a period equivalent to that during which performance is so prevented.

9. Miscellaneous

9.1 Entire Agreement and Conflicts

These General Terms and Conditions and the contract agreed or the order accepted by the Company constitute and express the entire agreement between the customer and the Company pertaining to the subject matter contained in these documents and supersedes all prior and contemporaneous oral or written agreements, representations, understandings and the like between the customer and the Company. In the event of a conflict between the terms in a contract agreed in writing between the Company and the customer or in an order accepted in writing by the Company, then the terms in the contract or order shall prevail. To the extent that the Company included amendments to the order when accepting the order in writing, then the order shall only be deemed accepted with the amendments of the Company.

9.2 Amendments and Modifications

The terms in these General Terms and Conditions, in the contract agreed in writing and in the order accepted by the Company in writing may not be modified, amended, altered or supplemented, in whole or in part, except by a written agreement signed by each of the customer and the Company.

9.3 Cancellation of orders

If cancellation of the order occurs 30 days after the date of the order, but not less than 60 days before due delivery date ex mill, the customer is obliged to pay 20% of the total value of the original order. If such cancellation occurs 60 days before due delivery date ex mill, the cancellation fee increases up to 50% of the total value of the original order, and subsequently if cancellation occurs 30 days before due delivery date ex mill, then 100% of the total value of the original order will be due.

9.4 Language

Any communication by the customer to the Company shall be made in the English language.

10. Anticorruption Clause

Customer and/or the Company [Parties] hereby represents and warrants in favour of the other party that it:

- 10.1. operates and will operate, as applicable, in accordance with Anticorruption Laws. The Anticorruption Laws shall be understood as:
 - any law or other legal act enacting or approving application of the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions;
 - any provisions of the U.S. Foreign Corrupt Practices Act of 1977 and U.K. Bribery Act 2010 applicable to the Parties; and
 - any other similar laws or legal acts in jurisdictions (countries) where the Parties are registered or operate, or which are otherwise applicable to the Parties;
- 10.2. complies with applicable Anticorruption Laws and has implemented measures and procedures necessary to ensure compliance with applicable Anticorruption Laws;
- 10.3. and all its affiliated entities, directors, officers, employees and other persons acting on behalf of the Party did not make any offers or solicitations as to the provision or receipt, as applicable, of undue or unlawful benefits, did not receive the same, do not have an intent to receive the same in future, and such Party has used all possible and reasonable endeavours to avoid any of the same on the part of its contractors and agents;
- 10.4. will not use funds or property received to finance or support any activity which may lead to violation of Anticorruption Laws (including, but not limited to, by the means of provision of loan, contribution, donation or otherwise transfer of funds or property in favour of any person).

In case any of the Parties violates any of the representations and warranties contained in this clause, such Party undertakes to compensate the other Party for all losses caused by the violation.

In case the Company has reasonable grounds to conclude that any of the representations and warranties contained in this clause has been violated by the Customer, the Company shall have a right to unilaterally suspend or terminate agreement between two Parties.

11. Governing Law and Arbitration

11.1 Governing Law

These General Terms and Conditions, including arbitration clause shall be governed by, interpreted and construed in accordance with the substantive laws of Switzerland excluding the United Nations Convention on Contracts for the International Sales of Goods of 11 April 1980 (CISG).

11.2 Arbitration

Any dispute, controversy or claim arising out of, or in relation to, contracts or orders for sale (based on this General Terms and Conditions), including the validity, invalidity, breach, or termination thereof, shall be resolved by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers' Arbitration Institution in force on the date on which the Notice of Arbitration is submitted in accordance with these Rules. The number of arbitrators shall be one. The seat of the arbitration shall be in Zurich, Switzerland. The arbitral proceedings shall be conducted in English.

The foregoing does not detract from the Company's right to file a suit against the customer in the state court in the customer's country.

Lugano-Paradiso, 2016