

Sunrise Communications AG

General Purchasing Conditions

1. Scope of Application of the Purchase Terms

These terms regulate the contractual relationship between Sunrise Communications AG ("Sunrise") and the Supplier ("Supplier") arising from the present purchase order for goods and/or services ("Products") provided by the Supplier. They constitute an integral part of each agreement concluded with the Supplier. Any sales, delivery or supply conditions, if any, shall only be valid if Sunrise accepts such in writing. This applies particularly to divergent conditions included in the offers and order confirmations of the Supplier, even if Sunrise raises no objection to them.

2. Purchase Orders and conclusion of agreement

Purchase orders shall only be valid if issued in writing and transmitted via the applicable e-procurement system. Verbal orders, agreements, additions and changes shall require written confirmation by Sunrise in order to be valid. The agreement is concluded as soon as Sunrise has received the written confirmation of the Supplier in which he accepts the order unchanged. If no confirmation is received by Sunrise within ten days from the date of the order, Sunrise is no longer bound. Amendments and changes contained in the written confirmation are only valid if Sunrise consents to such in writing. In this case the agreement is concluded as soon as the Supplier receives the written consent in which Sunrise accepts the amendments and additions.

The Supplier is not entitled to pass orders on to third parties without Sunrise's express written consent.

3. Dispatch instructions / Assumption Of risk

Dispatch and insurance instructions given by Sunrise, shall be followed by the Supplier. All Products shall be delivered duty paid by the Supplier (DDP, Incoterms 2010). The delivery shall always be at the Sunrise head office in CH-8050 Zürich unless stated otherwise in the order. The Supplier assumes the responsibility for unloading the Products from a transport vehicle (train, car, truck etc.) at the delivery address. The Supplier must adapt the means of transport to meet Sunrise's requirements (height of the unloading ramp, access roads etc.). After delivery and installation of the Products the Supplier shall remove all packaging material and dispose of it properly.

A detailed delivery note must accompany each delivery. If the delivery note cannot be enclosed it shall be sent to Sunrise by mail. A confirmation of receipt shall only be issued in exchange for a detailed delivery note.

Once the Products are handed over at the delivery address the benefit and risk are transferred to Sunrise.

4. Delivery Deadline / Delayed Delivery

The delivery deadline determined by Sunrise shall be binding unless immediately corrected by the Supplier.

The delivery deadline is deemed to be met if the delivery or the provision of the Products is completed correctly by the date agreed upon. The Supplier shall immediately inform Sunrise as soon as it becomes apparent that he cannot meet the delivery deadline.

If the delivery deadline is not met Sunrise may either continue to ask for delivery or cancel the subsequent delivery. Liquidated damages agreed upon in the event of delivery delays shall be paid upon Sunrise's request without proof of the actual damage. The enforcement of further damage is reserved.

5. Invoicing / payment terms

A separate invoice must be issued in duplicate for each delivery. Each delivery must be invoiced immediately upon dispatch. Unless otherwise agreed in writing payments shall be made by Sunrise within 60 days after receipt of the invoice (subject to receipt of the products). Cash on delivery (COD) consignments are not accepted. Sunrise shall be notified of changes concerning the payment address by registered mail.

6. Prices

Fixed prices are agreed. Price changes on behalf of the Supplier are only valid if accepted by Sunrise in writing. Unless agreed upon otherwise in writing, the costs of packaging, transport and transport insurance (for normal risks) shall be borne by the Supplier. All other incidental costs such as customs duties, VAT and other taxes and fees are included in the price and must be shown separately on the invoices. The Supplier shall bear any additional costs and expenses (in particular dispatch and packaging costs) which are due to the Supplier's failure to comply with Sunrise's instructions.

7. Safety standards / quality requirements

The Supplier guarantees that the Products conform to the current state-of-the-art, and that they meet any safety standards required by law or which are standard in the industry.

Even during the Product development the Supplier shall give consideration to economically efficient and environmentally compatible disposal of the Products. The Supplier ensures that his Products conform to all environmental protection provisions, which are in effect at the time of delivery and can be disposed of in an economically efficient and environmentally compatible manner.

8. Confidentiality

Documents and information provided to the Supplier by Sunrise must be treated confidentially and must only be used in connection with an order

hereunder. In particular the Supplier is responsible for ensuring that the documents are neither copied nor disclosed to third parties. After the completion of the respective order all documents shall be automatically returned to Sunrise.

9. Rights to the Work Results

All work results, whether developed by or contributed to by the Supplier (including subcontractors) and all intellectual property rights therein shall, immediately upon the creation thereof, be automatically owned by Sunrise and any output in whatever form delivered by the Supplier to Sunrise shall be deemed to be work results unless the contrary is expressly set out in an Purchase order.

10. Advertising

The use of any orders hereunder (and/or the products produced in conjunction with this order) for advertising purposes is subject to the written permission of Sunrise.

11. Warranty

The supplier shall be liable for the perfect quality of the Products, for the suitability for the intended purpose and for the warranted characteristics. The Supplier guarantees that the delivered Products or parts thereof do not infringe copyrights or industrial property rights of third parties (such as patents, samples and the like).

Given that it is not possible for Sunrise to immediately notify the Supplier whether the Products are free of defects and/or are suitable for use, any complaint submitted by Sunrise within the warranty period shall be deemed to be lodged in a valid manner, notwithstanding Section 12 hereafter. Any payment made by Sunrise shall not constitute approval of the Products.

Subject to divergent written agreements, the warranty period shall be two years from hand over of the Products.

If a warranty case arises, Sunrise shall be entitled to demand an improvement effort or a replacement delivery free of charge. In the event that warranted characteristics are absent or the Products are deficient to the extent that such prevent or impair the intended use, Sunrise shall additionally have the right to refuse delivery and/or return the deficient Products and to demand the refund of all payments already made for such Products.

12. Damage compensation / recourse

If a warranty case arises due to a defect and/or if the Supplier has insufficiently performed or has otherwise failed to fulfil his commitments hereunder, the Supplier shall compensate for all damage or loss incurred by Sunrise as a result thereof, unless the Supplier proves that he cannot be held responsible. Should Sunrise become obliged to pay a third party compensation for damage or loss due to a Product provided by the Supplier (e.g. tort or product liability), the Supplier must compensate Sunrise for all damage or loss arising herefrom, irrespective of any fault. Sunrise shall inform the Supplier of a claim made by a third party without delay and shall give him the opportunity to assist Sunrise in defending itself against such a claim. Sunrise' notification of a third party claim is deemed to be a complaint and shall have been lodged in a valid manner if it is submitted without delay after the claim has become known to Sunrise and within 10 years from the delivery of the Products to Sunrise. Sunrise's claim for damage compensation is subject to the statute of limitations and must therefore be submitted to the Supplier within one year from the payment of damage to the third party or within 10 years from delivery of the Product to Sunrise.

13. Corporate Responsibility

The Supplier acknowledges to be fully acquainted with the Electronic Industry Code of Conduct (most recent version available at <http://www.eiccoalition.org/standards/code-of-conduct>) and undertakes to apply the principles set out therein with respect to the performance of this Agreement, in particular with reference to non-discrimination of employees, combating bribery of domestic and foreign public officials, protection of international human rights, environmental responsibility and Conflict of Interest. Supplier recognizes that violation of such principles will be considered as a breach of these terms.

14. Jurisdiction and applicable Law

Place of jurisdiction is Zurich 11. Sunrise reserves the right to initiate legal action at the Supplier's place of business. This agreement is governed by the Laws of Switzerland. The Convention of the United Nations on the International Sales of Goods dated April 1980 (Vienna Convention) shall not apply.

Zurich, November 02, 2016