

General Conditions of Sales and Delivery

Version 3.09

1. General

1.1. These General Conditions of Sales and Delivery shall be binding if declared applicable in the offer or order confirmation. Any conditions stipulated by the customer which are in contradiction to these general conditions shall only be valid if expressly accepted by the supplier in writing.

1.2. All agreements and legally relevant declarations of the parties to the contract have to be in writing in order to be valid.

2. Offers and Conclusion of Contract

2.1. The contract shall be deemed to have been entered into upon receipt of supplier's written confirmation stating its acceptance of the order.

2.2. Offers which do not stipulate an acceptance period shall not be binding.

3. Scope of Supplies

3.1. The supplies are specified in the order confirmation. Any material and services which are not included therein shall be additionally charged.

3.2. The supplier shall be entitled to make any changes which lead to improvements.

4. Regulations in Force in the Country of Destination

4.1. The customer shall inform the supplier, upon placing the order at the latest, about the standards and regulations applicable to the execution of the supplies and services, to the operation of the plant as well as to the health and safety of personnel.

5. Prices

5.1. Unless otherwise agreed upon, all prices shall be deemed to be net ex works, in the **Currency as stipulated** and shall not include any packing, freight, insurance, taxes, duties, assembling, installation and initiation.

5.2. If a general price increase is decreed between confirmation of the order and delivery, the new prices shall apply.

6. Terms of Payment

6.1. Payments shall be made by the customer according to the agreed terms to the registered address of the supplier without any deducting for cash discount, expenses, taxes or duties of any kind.

6.2. Unless otherwise agreed upon, the price shall be paid in the following order:

- 60% as advanced payment within 10 days after receipt of the order confirmation
- 30% within 10 days from supplier's information "ready to dispatch", but before dispatch
- 10% as a remainder within 30 days from supplier's information "ready to dispatch"

6.3. Deposits / Down payments are always considered non-refundable.

6.4. In case of delay in payment the supplier is entitled to discontinue planned deliveries and to charge a default interest of 1% per month.

7. Proprietary Right

7.1. The supplier shall retain ownership of the products supplied until full payment has been received. The customer shall take at his costs all necessary measures for the protection of the proprietary rights of the supplier, e.g. against risk of theft, fire, water and others.

7.2. The supplier is entitled, with customer's participation, to apply for registration of the reservation of the proprietary right. The respective costs are born by the customer.

8. Delivery Time

8.1. The delivery time shall start as soon as the contract has been entered into and all technical points have been settled.

8.2. The delivery time shall be reasonably extended: if the information required by the supplier for performance of the contract is not received in time, or if the customer subsequently changes it if agreed terms of payment are not met, letters of credit are opened too late, or the necessary import licenses are not received by the supplier in time if hindrances occur which the supplier cannot prevent despite using the required care, regardless whether they affect the supplier or the customer or a third party. Such hindrances include, but shall not be limited to, epidemics, mobilisation, war, revolution, serious breakdown in the works, accidents, labour conflicts, late or deficient delivery by subcontractors of raw material, semi finished or finished products, the need to scrap important work pieces, official actions or omissions by any state authorities or public bodies, natural catastrophes, acts of God.

9. Delay in Delivery

9.1. The customer shall be entitled to claim liquidated damages for delayed delivery provided that the delay has been caused by a fault of the supplier and that the customer has suffered a loss as a result of such delay. If substitute material can be supplied to accommodate the customer, the latter is not entitled to any damages for delay.

9.2. Damages for delayed delivery shall not exceed ½% of the part of supply in delay for every full week's delay and shall in no case whatsoever exceed 5% of the contract price of the part of the supplies in delay. No damages at all shall be due for the first two weeks of delay.

9.3. Any delay of the supplies does not entitle the customer to any rights and claims other than those expressly stipulated in these Articles 9.1 and 9.2.

10. Forwarding, Transport and Insurance

10.1. The products will be packed by the supplier. The packing will be charged separately at the costs of the supplier.

10.2. Special requirements regarding forwarding and insurance shall be communicated to the supplier in good time. Transport shall be at the customer's expense and risk. Complaints in respect of transport shall be submitted immediately by the customer to the last carrier on receipt of the products or the shipping documents.

10.3. Insurance against risks of any kind is the responsibility of the customer. Even when taken out by the supplier, it shall be at the customer's expense.

11. Inspection and Taking-over of the Supplies

11.1. The customer shall inspect the supplied products within a reasonable period after having received them and shall immediately notify the supplier in writing of any deficiencies. If the customer fails in doing so, the products shall be deemed to have been taken over.

12. Warranty and Disclaimer

12.1. The supplier hereby warrants that the products delivered by him will be free from defects in material and workmanship.

12.2. Express warranties are only those expressly specified as such in the order confirmation or in the manual. An express warranty is valid until the expiry of the warranty period at the latest.

12.3. In case delivered products are defective, the customer may request for compensation delivery or elimination of defect by the supplier during the warranty period of one (1) year, but only 6 months for multi-shift usage, beginning on the date of delivering the products or the day of supplier's notification that the products are ready for dispatch.

12.4. If a defect according to Article 12.3 is not eliminated or compensated by the supplier within a reasonable period, the customer may ask for price reduction or annulment of the contract. Annulment of the contract is not possible by any means if the delivered goods have been designed and manufactured to the specification of the customer and are characterized as non-standard (special purpose machinery).

12.5. The warranty expires prematurely, if the customer or a third party undertakes inappropriate modifications or repairs or if the customer, in case of a defect, does not immediately take all appropriate steps to mitigate the damage and give the supplier the possibility of remedying such defect.

12.6. Excluded from supplier's warranty and liability for defects are all deficiencies which cannot be proved to have their origin in bad material, faulty design, poor workmanship or resulting from other reasons beyond supplier's control.

12.7. With respect to any defective material, design or workmanship as well as to any failure to fulfill express warranties, the customer shall not be entitled to any rights and claims other than those expressly stipulated in Articles 12.3 and 12.4 hereof.

12.8. Not mentioned claims for compensation, for reduction, for termination and for withdrawal of the contract are excluded. The supplier shall not be liable for any direct, indirect, consequential or incidental damages that are not arisen on the product, including damages for loss of business information, loss of profits, production interruption and the like, subject to the compelling product liability law.

13. Governing Law

13.1. The present contract shall be governed in all respects by Swiss law.

14. Jurisdiction

14.1. The place of jurisdiction for any disputes shall be at the registered office of the supplier. The supplier shall be entitled to sue the customer at the latter's registered address.