

General Terms and Conditions of Sale and Delivery

Article I. Scope

- 1 The following Terms and Conditions apply to all quotes and any orders placed with us, of any kind whatever. The buyer shall acknowledge the Terms and Conditions of our company upon receipt of our written order confirmation.
- 2 Our Terms and Conditions are valid for all current or future business relations with the buyer, even in the case that they are not expressly agreed upon once again.
- 3 We will not accept Terms and Conditions to the contrary, including any counter-confirmations of the customer indicating his own Terms and Conditions of business or sale.
- 4 Our general data (i.e. mounting instructions, working conditions as well as other instructions) which can apply are an integrated part of the contract. The buyer must call our attention to legal or other instructions, relevant to fulfil the contract in time.
- 5 Changes to our Terms and Conditions, as well as any collateral agreements, always require the written form.

Article II. Offer, Conclusion of the contract and Documents

- 1 The quotes are subject to change without notice until we confirm them in writing.
- 2 If after our written order confirmation the buyer's financial credibility proves to be not adequate, the goods will be delivered upon reception of his Pre-Payment only.
- 3 Our order confirmation is substantial for the scope of supply.
- 4 Subsequent changes to the order by the buyer and thereof resulting additional costs, will be separately invoiced.
- 5 We reserve us the right to deviate from drawings and all other such descriptions given in the order confirmation without the buyer's confirmation. The buyer's approval will be sought on buyer-specific designs when the change affects a form fit or function characteristic.
- 6 We reserve copyright on all drawings and other documents and ownership thereto.
- 7 In the event that the buyer does not call off goods on the total contract on call within one year or according to some separate agreement we reserve us the right to ship the remaining goods out, to adjust unit price and to bill the buyer for the accumulated differences.

Article III. Delivery

- 1 The delivery date on the order confirmation shall apply.
- 2 Adherence to the delivery time shall be dependent upon the fulfilment of the buyer's contractual obligations.
- 3 In cases of unforeseen events or non existence of essential documents from the buyer if required, which cause a delay, directly or indirectly, the shipping date will be adequately deferred.
- 4 The delivery date is the date we hand over the goods to our forwarder or the pick-up notice given to the buyer. To respect confirmed delivery dates is our conscientious attempt. Nevertheless they count as a general guideline only. Any delay in delivery does not entitle the buyer of cancelling the contract.
- 5 It shall be permissible to deliver partially.

Article IV. Transport, Transfer of Risk and Insurance

- 1 The goods are quoted excluding packing, freight and any other additional charges, insured ex works. The transfer of risks, even where „carriage paid“ delivery has been agreed, including cases of partial deliveries, coincides with the availability of the goods on the ramp of delivery.
- 2 Packaging will be separately invoiced.
- 3 Additional insurance coverage is in the buyers own responsibility.
- 4 In the case of transport damages the buyer must immediately make a protocol together with the carrier.

Article V. Qualification tests and mounting instructions

- 1 Qualification tests prior shipping are performed according to our standard testing procedures. To mount the goods hereunder our General mounting instructions (Technical Explanations, Chapter I3) are binding.

Article VI. Prices and conditions of payment

- 1 All amounts payable, if not otherwise agreed on, are net as stated, without discount or any other deductions, within 30 days from the date of invoice.
- 2 If the value of goods invoiced amounts to less than CHF/

EUR 120 a small order charge of CHF/EUR 50 will be invoiced. In cases of express-processing within 4 working days an additional express-charge of CHF/EUR 50 per order position plus postage will become due.

- 3 Partial delivery will be invoiced at the time of delivery. The payments are due in time as well in a case of warranty. The buyer cannot offset the invoice with other obligations of delivery and other contracts.
- 4 The goods shall remain our property until all invoices out of the contract are balanced.
- 5 If there should be accumulated additional costs regarding the contract prior delivery i.e. increase in cost of raw-material, we can adjust unit price accordingly.
- 6 Tooling, drawings, design information charges when invoiced cover only part of the cost thereof to us. The buyer does not acquire any industrial property right or interest in any tooling, drawings, design information or invention resulting therefrom.

Article VII. Warranty and liability

- 1 We warrant that the goods delivered hereunder shall be free from defects in material, workmanship and fabrication. The warranty shall extend for a period of 24 months after date of delivery of such goods.
- 2 Excluded from warranty are defects caused by force majeure, transportation damages, improper use, wrong mounting or other causes beyond our reasonable control. The warranty is further waived by improper maintenance of the goods.
- 3 The warranty shall be particularly invalid,
 - 3.1 - if the buyer fails to check the goods on shortcomings within 10 days after delivery
 - 3.2 - if the buyer fails to submit in writing a rejection of the goods after noticing the shortcoming
 - 3.3 - if the buyer or any third party takes on repairs or alteration without any given approval by us prior to the event or in the case of negligent handling of the goods by the buyer
- 4 For goods with shortcomings, given by defects in material, workmanship, fabrication or construction and not adequate for the particular buyers application, we must touch up the goods according to our own choice or supply replacement. We shall not be liable for build-in nor removal costs of such goods or any other related claims.
- 5 We shall not be liable for incidental or consequential damages or special, indirect or incidental damages arising out of, or as the result of, the sale, delivery, non-delivery, use of loss of use of goods or any part thereof, even though we have been negligent.

Article VIII. Goods returned

- 1 We shall not issue credit on any custom designed material. When return of material, previously correctly delivered, is authorized by us, shipping charges on said returned material are to be prepaid by the buyer. The amount of the credit entry for material returned remains reserved, however, it will amount to a maximum of 80% of the invoice. For a credit we charge a processing fee of CHF/EUR 100.-.

Article IX. Partial invalidity

- 1 Should a provision of these Terms and Conditions prove invalid, the validity of the remaining provisions shall not be affected. The invalid provision is to be replaced by another which comes closest to its commercial intent.

Article X. Final directions

- 1 Place of performance for all parties is the location of the delivery plant.
- 2 The place of jurisdiction for both parties is CH-8450 Andelfingen.
- 3 The contract is subject to the law of Switzerland excluding the UN-Agreement of Vienna for Agreements about International Purchases.
- 4 The buyer can assign any of its rights or obligations hereunder to any third party only with our written consent.