

General Sales and Supply conditions

1. General

- 1.1 The contract shall be deemed to have been entered into upon receipt of supplier's written acknowledgement stating its acceptance of the order. Tenders which do not stipulate an acceptance period shall not be binding.
- 1.2 These general conditions of supply shall be binding if declared applicable in the tender or in the order acknowledgement. Any conditions stipulated by the customer which are in contradiction to these general conditions of supply shall only be valid if expressly acknowledged by the supplier in writing.
- 1.3 All agreements and legally relevant declarations of the parties to the contract must be in writing in order to be valid. Declarations in text form which are transmitted by or recorded on electronic media will be equated with written declarations when specifically so agreed by the parties.

2. Scope of supplies and services

The supplies and services are exhaustively specified in the order acknowledgement and in appendices thereto.

3. Technical documents

- 3.1 Unless otherwise agreed upon, brochures and catalogues are not binding. Data provided for in technical documents are only binding in so far as having been expressly stipulated as such.
- 3.2 Each party to the contract retains all rights to technical documents provided to the other. The party receiving such documents recognises these rights and shall – without previous written consent of the other party – not make these documents available to any third party, either in whole or in part, nor use them for purposes other than those for which they were handed over.

4. Prices

- 4.1 Unless otherwise agreed upon, all prices shall be deemed to be net ex works including Swiss VAT, if any, excluding packing, without any deduction whatsoever.
- 4.2 The supplier reserves the right to adjust the prices in case the wage rates or the raw material prices vary between the submission of the tender and the contractually agreed performance. In such case the adjustment shall be made according to the attached price adjustment clause. In addition, an appropriate price adjustment shall apply in case the delivery time has been subsequently extended due to any reason stated in Clause 7.2, or any documents furnished by the customer were not in conformity with the actual circumstances, or were incomplete.

5. Terms of payment

- 5.1 Payments shall be made at supplier's domicile, without any deduction for cash discount, expenses, taxes, levies, fees, duties, and the like. Unless otherwise agreed upon, the price shall be paid in the following instalments:
 - One third as advance payment within one month after receipt of the order acknowledgement by the customer,
 - one third on expiry of two thirds of the agreed delivery time,
 - the remainder within one month after supplier's advice that the supplies are ready for dispatch.
- 5.2 If the customer delays in the agreed terms of payment, it shall be liable, without reminder, for interest with effect from the agreed date on which the payment was due at a rate of 8% over the current base lending rate. The right to claim further damages is reserved.
- 5.3 The ordering party is only entitled to withhold payment or offset from counterclaims insofar as the counterclaims are undisputed or legally established.
- 5.4 The supplier reserves the right to use incoming payments to settle the oldest outstanding accounts receivable, plus the accrued costs and interest.

6. Retention of title

- 6.1 The supplier shall retain title to the delivery item until full settlement of all claims arising from the current business transaction, including future claims. In the case of a current account, the retained title shall be regarded as security for the supplier's claim on the outstanding balance. On the written request of the ordering party, the supplier shall transfer the title or other security that he or she retains or to which he or she is entitled, if and insofar as the estimated value of the delivery item subject to retention of title and/or other security exceeds by 50% his or her total claim to be secured.
- 6.2 The supplier shall be entitled to insure the delivery item against theft, breakage, fire, water and other damage, at the ordering party's expense, unless the ordering party can provide proof that he or she has taken out the insurance personally.
- 6.3 The ordering party may neither sell nor pledge the delivery item, nor assign it as security. The ordering party is required to notify the supplier without delay in the event of attachments as well as seizure or any other rights of disposal by third parties.
- 6.4 In the event of a breach of contract on the part of the ordering party, particularly default of payment, the supplier shall be entitled to take back the delivery item after prior warning has been given, and the ordering party shall be obligated to surrender it. Any assertion of retention of title and any attachment of the delivery item by the supplier do not constitute withdrawal from the contract.
- 6.5 An application for initiation of insolvency proceedings shall entitle the supplier to withdraw from the contract and demand the immediate return of the delivery item.

7. Delivery time

- 7.1 The delivery time shall start as soon as the contract is entered into, all official formalities have been completed, payments due with the order have been made, any agreed securities given and the main technical points settled. The delivery time shall be deemed to be observed if by that time the supplier has sent a notice to the customer informing that the supplies are ready for dispatch.
- 7.2 The delivery time is reasonably extended:
 - a) if the information required by the supplier for performance of the contract is not received in time, or if the customer subsequently changes it thereby causing a delay in the delivery of the supplies or services;
 - b) if hindrances occur which the supplier cannot prevent despite using the required care, regardless of 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 materials, semifinished 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;
 - c) if the customer or a third party is behind schedule with work it has to execute, or with the performance of its contractual obligations, in particular if the customer fails to observe the terms of payment.
- 7.3 The customer shall be entitled to claim liquidated damages for delayed delivery in so far as it can be proved that the delay has been caused through the 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. Damages for delayed delivery shall not exceed ½ per cent for every full week's delay and shall in no case whatsoever altogether exceed 5 per cent 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. After reaching the maximum liquidated damages for delayed delivery, the customer shall

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grant the supplier a reasonable extension of time in writing. If such extension is not observed for reasons within supplier's control, the customer shall have the right to reject the delayed part of the supplies or services. If a partial acceptance is economically not justified on the part of the customer, the latter shall be entitled to terminate the contract and to claim refund of the money already paid against return of the deliveries supplied.

7.4 Any delay of the supplies or services does not entitle the customer to any rights and claims other than those expressly stipulated in this Clause 7. This limitation does, however, not apply to unlawful intent or gross negligence on the part of the supplier, but does apply to unlawful intent or gross negligence of persons employed or appointed by the supplier to perform any of its obligations.

8. Transfer of risk, acceptance

8.1 The risk shall pass to the ordering party when the delivery item has left the works, even if part deliveries are made or the supplier provides further services, such as the shipping costs or delivery and installation. If an acceptance procedure is to be followed, this is the determining factor with regard to the transfer of risk. It must be carried out immediately on the acceptance date, alternatively after notification by the supplier that the delivery item is ready for acceptance. The ordering party may not refuse acceptance in case of a minor defect.

8.2 If shipment and/or acceptance of the delivery item is delayed, or does not take place, due to circumstances for which the supplier is not responsible, the risk shall pass to the ordering party from the date that notice is given that the goods are ready for shipment or ready for acceptance. The supplier undertakes to take out any insurance which the ordering party requests, at the latter's expense.

8.3 Partial deliveries are permissible in so far as reasonable for the ordering party.

9. Inspection and taking-over of the supplies and services

9.1 As far as being normal practice, the supplier shall inspect the supplies and services before dispatch. If the customer requests further testing, this has to be specially agreed upon and paid for by the customer.

9.2 The customer shall inspect the supplies and services within a reasonable period and shall immediately notify the supplier in writing of any deficiencies. If the customer fails in doing so, the supplies and services shall be deemed to have been taken over.

9.3 Having been notified of the deficiencies according to Clause 9.2, the supplier shall as soon as possible remedy them, and the customer shall give the supplier the possibility of doing so.

9.4 The carrying out of a taking-over test as well as laying down the conditions related thereto need a special agreement.

9.5 Deficiencies of any kind in supplies or services shall not entitle the customer to any rights and claims other than those expressly stipulated in Clauses 9 and 10 (guarantee, liability for defects).

10. Guarantee, liability for defects

10.1 The guarantee period is 12 months, or 6 months in case of a multi-shift system. It starts when the supplies leave the works. If dispatch is delayed due to reasons beyond supplier's control, the guarantee period shall end not later than 18 months after supplier's notification that the supplies are ready for dispatch. The period of limitation shall not be affected by the correction of defects, i.e. the period does not begin anew from the time a defect is corrected. The guarantee 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.

10.2 Upon written request of the customer, the supplier undertakes at its choice to repair or replace as quickly as possible any parts of the supplies which, before the expiry of the guarantee period, are proved to be defective due to bad material, faulty design or poor workmanship. Replaced parts shall become the supplier's property if he does not renounce explicitly.

10.3 Express warranties are only those which have been expressly specified as such in the order acknowledgment or in the specifications. An express warranty is valid until the expiry of the guarantee period at the latest. If the express warranties are not or only partially achieved, the customer may first of all require the supplier to carry out the improvements immediately. The customer shall give the supplier the necessary time and possibility of doing so. If such improvements fail completely or in part, the customer may claim a reasonable reduction of price. If, however, the defects are of such importance that they cannot be remedied within a reasonable time and provided the supplies and services cannot be used for their specified purpose, or if such use is considerably impaired, then the customer shall be entitled to refuse acceptance of the defective part or, if partial acceptance is economically not justified for it, to terminate the contract. In such case the supplier can only be held liable for reimbursing the sums which have been paid to it for the parts affected by the termination.

10.4 Excluded from supplier's guarantee and liability for defects are all deficiencies which cannot be proved to have their origin in bad material, faulty design or poor workmanship, e.g. those resulting from normal wear, improper maintenance, failure to observe the operating instructions, excessive loading, use of any unsuitable material, influence of chemical or electrolytic action, building or erection work not undertaken by the supplier, or resulting from other reasons beyond supplier's control.

10.5 With respect to any defective material, design or workmanship as well as to any failure to fulfil express warranties, the customer shall not be entitled to any rights and claims other than those expressly stipulated in Clauses 10.1 to 10.4.

11. Exclusion of further liability on the supplier's part

All cases of breach of contract and the relevant consequences as well as all rights and claims on the part of the customer, irrespective on what ground they are based, are exhaustively covered by these general conditions of supply. In particular, any claims not expressly mentioned for damages, reduction of price, termination of or withdrawal from the contract are excluded. In no case whatsoever shall the customer be entitled to claim damages other than compensation for costs of remedying defects in the supplies. This in particular refers, but shall not be limited, to loss of production, loss of use, loss of orders, loss of profit and other direct or indirect or consequential damage. This exclusion of liability, however, does not apply to unlawful intent or gross negligence on the part of the supplier, but does apply to unlawful intent or gross negligence of persons employed or appointed by the supplier to perform any of its obligations. This exclusion of liability does not apply as far as it is contrary to compulsory law.

12. Jurisdiction and applicable law

12.1 The place of jurisdiction for both the customer and the supplier shall be at the registered office of the supplier. The supplier shall, however, be entitled to sue the customer at the latter's registered address.

12.2 The contract shall be governed by Swiss substantive law.