

## General delivery condition

### 1. General conditions

The following conditions are applicable in all cases unless otherwise agreed in writing by the parties. No conditions of the buyer shall apply unless agreed in writing by the company and in the event of any doubt or conflict our conditions shall prevail. All agreements and statements with legal competency of the parties are only valid in writing.

### 2. Scope of delivery and performance

Unless the buyer informs the company within 8 days after receipt of the order confirmation the therein stated conditions of the supplier are binding for both parties.

### 3. Data sheets and technical documentations

Data sheet and catalogues are not binding unless otherwise agreed. Declarations in technical documentations are only binding as far as explicitly guaranteed.

### 4. Prices

Unless otherwise expressly provided in the contract prices are net, ex works in Swiss Francs, without packing costs. Any additional costs and all sorts of taxes (VAT), duties, fees etc. have to be born by the buyer.

### 5. Conditions of payment

Invoices are payable by the buyer within 30 days of their date without any reductions so as discount, fees, taxes duties etc.

Terms of payment have to be adhered to even in the case of transport or delivery delays, for reasons, which the supplier cannot influence. Missing non-essential parts of the order or guarantee claims towards the supplier is no reason for delayed payments.

### 6. Proprietary right

Goods delivered to the buyer remain the property of the supplier until the complete payment has been settled as well as the registration of the according reservation in official registers.

### 7. Delivery terms

Dates or periods for delivery stated in the contract are approximate and not essential terms though the company will make all reasonable endeavours to comply therewith. Delayed deliveries do not justify a non-acceptance, a cancellation of the contract or a replacement of any damage.

### 8. Place of delivery, delivery, transport and insurance

Place of delivery is the domicile of the supplier. Requests concerning delivery, transport and insurance have to be agreed with the supplier. The transport is at cost and risk of the buyer. Transport insurance will only be made by the supplier on special request of the buyer and are at cost of the buyer.

M-0050

### 9. Packing

The packing will be charged to prime costs and without any special agreements is non-returnable. If the packing is declared as the property of the supplier the buyer has to send it back ex works at his own charge.

### 10. Assignment of utility and risk

Utility and risk are assigned as soon as the goods have left the suppliers domicile

### 11. Complaint

The buyer may not claim for any damage unless notified in writing to the supplier within 8 days after receipt of the goods. If there is no such notification the delivery is automatically accepted. Non-distinguishable failures have to be notified immediately. If not they are automatically considered as accepted.

### 12. Guarantee

The guarantee period is 24 months. This guarantee is nullified if the buyer or a third party change or repair the goods inexpertly or if measures to solve damages/failures have not been taken immediately.

The supplier is obliged to take back all parts that are not of serviceable quality (poor materials, faulty construction or unsatisfactory assembly) within the guarantee period and to repair or replace them. Returned parts belong to the supplier.

### 13. Exclusion of further liabilities of the supplier

All cases of breach of contract and their consequences as well as claims of the buyer are fixed in these conditions. In particular if the supplier is not notified claims for damages, reduction, alteration or withdrawal of the contract are excluded. The buyer cannot claim for compensation for damages that have occurred such as loss of production or utilization, loss of orders, loss of profit as well as other consequential or non-consequential damages, caused by late delivery.

### 14. Jurisdiction and applicable right Jurisdiction is the supplier's place.

However, this one is entitled to appeal to the court at the buyer's place.

The contractual relationship is subordinate to the Swiss law whereas the agreements of the joint nations of contracts for international commerce ("Wiener Kaufrecht") are clearly excluded.