

General Conditions of Sale

1) General information

- a) These General Conditions of Sale and Delivery are binding, provided that they are declared as applicable in the offer or in the order confirmation. Any other terms and conditions of the Purchaser are only valid if they have been accepted by the Supplier expressly and in writing.
- b) All agreements and legally binding declarations of the contracting parties must be made in writing in order to be valid.

2) Offers and the conclusion of a contract

- a) The contract is deemed as concluded upon the acceptance of the order by the Supplier.
- b) Offers which do not include any terms of acceptance are non-binding.
- c) If a change occurs in the business circumstances of the Purchaser, the Supplier has the right to withdraw from the purchase agreement or to request a corresponding guarantee.

3) Scope

- a) The order confirmation or, respectively, the delivery note is authoritative as regards the scope and execution of the delivery and service. Materials or services which are not included therein shall be charged for additionally.
- b) Unless otherwise stated, issued samples are always 'type samples' and not 'default samples' for specific deliveries.
- c) Changes to the order confirmation may be made by the Supplier, provided that these changes ensure the implementation of an improvement.

4) Regulations in the country of destination

- a) The Purchaser must make the Supplier aware—at the latest when placing the order—of the statutory, regulatory and other provisions and standards which relate to the execution of deliveries and services as well as to the prevention of accidents and diseases.

5) Prices

- a) Unless otherwise agreed upon, the prices of the Supplier are deemed as DDP destination of the Purchaser.

6) Terms of payment

- a) The payment period is 30 days net from date of invoice. Unless otherwise agreed upon in writing, payment for deliveries abroad shall be made through an irrevocable letter of credit confirmed by a Swiss bank of good standing, or against payment in advance.
- b) Payments must be made by the Purchaser at the domicile of the Supplier without deduction of cash discounts, expenses, taxes and fees of any kind. Any differing terms or conditions of payment shall be agreed upon separately.
- c) In the case of late payment, the Supplier reserves the right to cease scheduled deliveries immediately and is entitled to charge a default interest of 8% per annum.

7) Reservation of ownership

- a) The Supplier reserves ownership of the delivery until full payment. The Purchaser is obliged to take the necessary measures to protect the property of the Supplier.
- b) The Supplier is entitled to register the reservation of ownership in the corresponding register with the cooperation of the Purchaser.

8) Delivery period

- a) The delivery period begins with the acceptance of the order by the Supplier and after complete clarification of the technical issues.
- b) The delivery period shall be extended appropriately:
 - if the information required for the execution of the order does not arrive in time for the Supplier, or if this is changed subsequently by the Purchaser;
 - if payment deadlines are not complied with, letters of credit are opened too late or required import licenses do not reach the Supplier in a timely manner;
 - if obstacles occur which the Supplier is unable to avert despite the due diligence exerted, irrespective of whether these arise on the part of the Supplier, the Purchaser or a third party. Such obstacles are events of force majeure – examples include epidemics, mobilisation, war, riots, major malfunctions, accidents, labour disputes, late or faulty delivery of the required raw materials, semi-finished or finished goods, official measures or omissions, and natural phenomena.

9) Delay in delivery

- a) The Purchaser is entitled to claim compensation for delay with respect to late deliveries, provided that a delay was demonstrably caused by the Supplier and the Purchaser can prove damage as a result of this delay. If the Purchaser is provided help through a replacement delivery, the claim for compensation for delay shall be dropped.
- b) The compensation for delay shall be a maximum of ½% for every full week of delay, but not more than 5% in total, calculated on the basis of the contractual price of the delayed part of the delivery. The first two weeks of the delay do not entitle to compensation for delay.
- c) With regard to delay due to the Supplier or services, the Purchaser has no rights or claims other than those explicitly mentioned in Article 9. a and b.

10) Delivery, transport and insurance

- a) The products shall be carefully packed by the Supplier.
- b) Special requests regarding packaging must be made known to the Supplier in good time. Any resulting additional costs shall be charged for.
- c) Special requests regarding shipping and insurance must be made known to the Supplier in good time. Transport shall be carried out at the expense and risk of the Supplier. Complaints in connection with the transport must be addressed immediately by the Purchaser to the last carrier/freight forwarder upon receipt of the delivery or freight documents.
- d) Insurance against transport damage is the responsibility of the Supplier.

11) Inspection and acceptance of the delivery

The Purchaser must check the delivery within a reasonable period of time—at the latest within one week after receipt—and inform the supplier immediately in writing with regard to any defects. If the Purchaser fails to do so, the deliveries and services are deemed as approved.

12) Warranty and liability

- a) The Supplier warrants that the products delivered thereby are free of manufacturing and material defects.
- b) Warranted properties are only those which are expressly designated as such in the order confirmation or, respectively, in the product specifications. The guarantee is valid until the expiration of the warranty period.
- c) Should the products be faulty, the Purchaser may request a replacement delivery during the warranty period of one year from delivery.
- d) If a defect within the meaning of Article 12. c is not resolved within a reasonable period of time through a replacement delivery by the Supplier, the Purchaser may request a reduction in the purchase price or a rescission of the contract.
- e) The warranty shall expire prematurely if the Purchaser or third parties treat the products in an improper manner and/or do not comply with the prescribed storage conditions or if, in the event of a defect, the Purchaser does not immediately take all appropriate measures to mitigate the damage and give the Supplier the opportunity to remedy the defect.
- f) Excluded from the warranty and liability of the Supplier are damages that are not detectable as a result of poor materials, defective execution or which have arisen for other reasons for which the Supplier is not responsible.
- g) With regard to defects in material or design as well as the lack of warranted properties, the Purchaser has no rights and claims other than those explicitly mentioned in Article 12. c. and d.
- h) All cases of breaches of contract and their legal consequences, as well as all claims of the Purchaser irrespective of their legal basis, are exhaustively regulated by these conditions. In particular, all claims for damages, reductions, cancellation of the contract or withdrawal from the contract which are not expressly mentioned are excluded. Liability for consequential damage is excluded, provided that mandatory product liability provisions do not conflict therewith.

13) Applicable law

This contract is subject to Swiss law.

14) Place of jurisdiction

The place of jurisdiction is the place of business of the Supplier.