

## General terms and conditions governing sale and delivery

### 1. General

- 1.1 These general terms and conditions governing sale and delivery are binding, provided they are declared applicable in the order confirmation. Any purchaser conditions to the contrary are only valid if the supplier has expressly accepted them in writing.
- 1.2 Any agreements and legally relevant declarations by the parties pertaining to the contract shall only be valid if they are in writing.

### 2. Offers and contractual agreements

- 2.1 The contract is considered concluded when the supplier receives an order and subsequently confirms its acceptance in writing.
- 2.2 Offers with no acceptance deadline are non-binding.

### 3. Scope of delivery

- 3.1 The order confirmation defines the scope and services pertaining to the delivery. Any materials or services not included in the order confirmation will be charged separately.
- 3.2 The supplier is entitled to make changes to the order following its confirmation, provided these represent an improvement.

### 4. Regulations as per the country of destination

The purchaser shall inform the supplier of any legal, official and other regulations and standards which relate to the provision of the deliveries and services, the operation and the prevention of illnesses and accidents, no later than the time at which the order is placed.

### 5. Prices

- 5.1 Unless otherwise agreed, the supplier's prices are quoted net ex works in Swiss Francs, excluding packaging, transport, insurance, applicable sales taxes, assembly, installation and start-up.
- 5.2 If the costs upon which the calculation was based increase between the contractual agreement and acceptance, then the supplier is entitled to amend the prices listed in the order confirmation accordingly before the final completion of the order.

## **6. Payment terms**

- 6.1 Unless otherwise agreed in writing, payment terms for the purchaser are 30 days net starting from the invoice date.
- 6.2 The purchaser shall make the payment to the supplier's domicile without the deduction of discounts, allowances, taxes and fees of any kind. Any alternative payment terms shall be agreed separately.
- 6.3 In the event of delayed payment, the supplier reserves the right to discontinue scheduled deliveries immediately and is entitled to charge default interest for a late payment at the rate of 6 % p. a.

## **7. Retention of title**

- 7.1 The supplier reserves the right to the title of the delivery until it has been paid in full. The purchaser agrees to initiate the required measures to protect the supplier's property.
- 7.2 The supplier is entitled to register the retention of title in the appropriate register in cooperation with the purchaser.

## **8. Delivery period**

- 8.1 The delivery period starts with the acceptance of the order by the supplier and following the final resolution of any technical issues.
- 8.2 The delivery period shall be extended proportionately:
- if the supplier is not in the possession of the information required to execute the order in due time or if the purchaser subsequently amends the information;
  - if the payment terms are not complied with or if the requisite import licenses are not provided to the supplier in due time;
  - if any obstacles arise which the supplier is unable to prevent despite adequate measures of precaution, irrespective of whether these occur at the site of the supplier, purchaser or any third party. Obstacles are Acts of God, such as epidemics, mobilization, war, civil unrest, serious malfunction, accidents, labour conflicts, the delayed or deficient supply of required raw materials, semi-finished or finished products, official measures or omissions, natural disasters or if key work pieces are defective.

## **9. Delayed delivery**

- 9.1 The purchaser is entitled to claim for compensation for delayed delivery if the delay was demonstrably caused by the supplier and the purchaser is able to provide evidence that the delay caused damage. If the purchaser is aided by a replacement delivery then the entitlement to compensation for delay is not applicable.
- 9.2 The maximum compensation for a delay in delivery is ½ % for every whole week of delay, but no more than 3 % overall, calculated on the basis of the contractual price of the delayed part of delivery. The first two weeks of delay do not provide an entitlement to compensation for delayed delivery.

- 9.3 The purchaser is not entitled to any rights and claims other than those expressly specified in sections 9.1 and 9.2 for a delay in the provision of a delivery or service.

## **10. Delivery, transport and insurance**

- 10.1 The supplier is responsible for packaging the products carefully. The purchaser will be charged for the packaging at cost.
- 10.2 The supplier shall be informed in due time of any special requests regarding shipping and insurance. The goods are transported at the purchaser's expenses and risk. The purchaser shall notify the last carrier of any complaints associated with the transport immediately upon receipt of the delivery or the freight documents.
- 10.3 The purchaser is responsible for insurance against damages of any kind. Although the supplier is obligated to arrange for insurance coverage, the corresponding cost will be borne by the purchaser

## **11. Examination and acceptance of the delivery**

The purchaser is obligated to examine the delivery within a reasonable timeframe after receipt and to inform the supplier of any defects immediately in writing. Failure to do so will result in the deliveries and services being considered acceptable.

## **12. Guarantee and liability**

- 12.1 The supplier guarantees that the delivered products are free of manufacturing and material defects.
- 12.2 Assured properties are limited to those expressly referred to as such in the order confirmation or the instruction manual. The assurance shall remain valid for no longer than the guarantee period.
- 12.3 If the products are deficient, the purchaser is entitled to demand a replacement delivery during the guarantee period of two years from delivery or notification of the readiness for delivery, or alternatively that the defect be remedied by the supplier.
- 12.4 If a defect in the sense of section 12.3 is not remedied within a reasonable period by way of a replacement delivery or the elimination of the defect by the supplier, the purchaser is entitled to request a reduction in the purchase price or the cancellation of the contract.
- 12.5 The guarantee period will be voided prematurely if the purchaser or a third party undertakes any improper changes or repairs, or if the purchaser fails to initiate suitable measures to reduce the damage after determining the defect and to provide the supplier with the opportunity to remedy the defect.
- 12.6 The following is excluded from the supplier's guarantee and liability: Damages not verifiably caused by poor material quality, defective construction, poor execution or other reasons for which the supplier is not responsible.
- 12.7 The purchaser is not entitled to any rights and claims other than those expressly specified in sections 12.3 and 12.4 due to deficient materials, construction or execution or due to lacking assured properties.

12.8 Any violations of the contract and the legal consequences thereof as well as the purchaser's entitlements, irrespective of the legal reason for which they are asserted, have been regulated conclusively in these terms and conditions. In particular, any entitlements to compensation for damage, reduction, cancellation or termination of the agreement not stated expressly in this agreement are excluded. Liability for consequential damages is excluded insofar as this does not affect the statutory provisions under product liability law.

**13. Applicable law**

This contract is subject to the laws of Switzerland.

**14. Legal venue**

The legal venue is the supplier's domicile.