

General Terms and Conditions for Sales

2004 Addition

1. General provisions

- 1.1. This contract is considered final when our written order confirmation is received. These General Terms and Conditions for Sales and Delivery are binding.
- 1.2. Any other conditions on the part of the ordering party are only valid if they have been expressly accepted by us in writing.
- 1.3. All agreements and legally relevant explanations between the parties to this contract are only valid if made in writing.

2. Scope of the deliveries and services

- 2.1 The order confirmation is binding for the scope and execution of the delivery and service. Materials or services, which are not contained therein, will be charged extra.
- 2.2 We reserve the right to make changes to what is on the order confirmation if these shall affect an improvement.

3. Prices

- 3.1 Unless otherwise agreed, our prices shall be understood as net from the factory, in Swiss francs, without VAT, packing, shipping, insurance, any assembly, installation and commissioning.
- 3.2 We reserve the right to change prices at any time without prior notice. Prices in effect on the delivery date shall apply.

4. Payment terms and conditions

- 4.1 Payment shall be made net 30 days from the date of the invoice.
- 4.2 For late payments, we reserve the right to withhold any planned deliveries and are entitled to charge interest at the prevailing interest rate for current account credit lines.
- 4.3 For deliveries to unknown recipients or for suspected non-compliance with payment obligations, delivery shall be made with payment on delivery or prepayment.

5. Reservation of ownership

- 5.1 We reserve right of ownership of the delivered goods or service until full payment has been received for it.
The buyer shall undertake to make the necessary measures to protect the property we own.
- 5.2 We shall be entitled to record our reserved right of ownership into the appropriate registry with the cooperation of the buyer.

6. Tools

For special tools for custom manufactured items, a pre-announced proportional price shall be charged. Such tools remained our property.

7. Time of delivery

- 7.1 The delivery time begins with our acceptance of the order and after the complete clarification of any technical matters.
- 7.2 The delivery date shall be extended proportionally:
 - if the data and information required for the execution of the order is not delivered to us on time,
 - or if these are later changed by the buyer;
 - if payment deadlines are not met, letters of credit are not supplied on time or opened on time, or required import licenses are not delivered to us on time;
 - if obstacles shall arise which cannot be avoided by us despite taking the necessary precautionary measures irrespective of whether these occur on our, the buyer's, or a third party's premises, for example, in the form of massive interruptions to operations or machine breakdowns, accidents, delayed or defective supplies, official measures, acts of war and natural disasters.

8. Delivery delays

- 8.1 The buyer is entitled to make claims for losses resulting from delayed deliveries if it can be demonstrated that we are at fault for a delay and the buyer suffered damages as a result of this delay.

The maximum loss that can be claimed is ½% for an entire week, and no more than 5% of the value of the delayed portion of the delivery in total. The first two weeks of a delay shall not apply as grounds for making a claim for damages.

Further rights and claims other than those mentioned above are null and void.

9. Shipping and transfer of risk

- 9.1 The cost and risk of shipping shall be borne by the buyer. Complaints and claims relating to shipping must be directed immediately to the driver making the delivery.
- 9.2 Packing and shipping costs will be charged at cost. Express shipments will be charged an additional CHF 10.00 for processing.
- 9.3 The buyer shall be responsible for taking out insurance against damages of any kind. Even if such insurance shall be taken out by us, this shall be charged to the buyer.
- 9.4 The benefits and risk shall be transferred to the buyer at time of the departure of the delivery ex works, at the latest. If the shipment is delayed at the request of the buyer, the risk shall be transferred to the buyer at time of the originally planned shipping point.

10. Checking and accepting the delivery

The buyer shall check a delivered shipment within eight days after receipt and inform us of any defects immediately in writing. If he shall neglect to do so, the delivered goods and services shall be considered as fully approved.

11. Returns

- 11.1 Credit is issued for returned goods where the value of the goods exceeds CHF 100.00 and if we have given prior approval for the return.
- 11.2 A handling charge of 10% of the value of the goods shall be deducted from the credit.
- 11.3 The goods must be received in perfect condition and in their original packing. Unusual items, which have been produced or assembled on special order, cannot be returned even if they are listed in the catalog.

12. Guarantee and liability

- 12.1 We guarantee that the products delivered are free from manufacturing and material defects.
- 12.2 Guaranteed features and characteristics shall only be considered to be those expressly designated as such on the order confirmation or the instructions for use. This guarantee shall apply up until the expiration of the guarantee period at the longest.
- 12.3 The guarantee period against defective products is 12 months. It begins at the time a shipment leaves our facilities. Should a delivery be delayed for reasons for which we are not responsible, the guarantee shall end 24 months after the delivery or our reporting a readiness to ship at the latest.
- 12.4 Should the products be defective, the buyer may demand a replacement or remedying of the defect by us during the guarantee period. Replaced parts become our property.
- 12.5 If a defect is not remedied within an appropriate amount of time, the buyer may demand a reduction in the purchase price.
- 12.6 The guarantee shall expire prematurely if the buyer or a third party shall make improper changes or repairs, or, in the case of a defect, if the buyer shall not take all suitable measures to prevent further damage and not give us the opportunity to remedy the defect.
- 12.7 Damages, which cannot be proved as resulting from inadequate material, incorrect construction, or poor execution, or which result from other causes for which we are not at fault, are excluded from the guarantee and liability.
- 12.8 The buyer shall have no rights and claims for defects of material, construction or execution except for those expressly mentioned in articles 12.4 and 12.5.
- 12.9 All instances of contract violations and their legal consequences as well as any claims by the buyer, irrespective of the legal basis underpinning of them, are completely provided for under these terms and conditions. In particular, all claims for damages, losses, annulment of the contract or withdrawal from the contract shall be excluded if not expressly mentioned.

Liability for consequential damages is excluded to the extent that mandatory liability terms and conditions shall not apply.

13. Jurisdiction and applicable law

This contract shall be subject to Swiss law. Place fulfillment and jurisdiction has held that the courts of Sissach, Canton Baselland, Switzerland.