

## **GENERAL TERMS AND CONDITIONS OF SALE FOR EQUIPMENT**

### **1. Scope**

#### **1.1**

These General Terms and Conditions of Sale shall exclusively apply. Any other contrasting or varying terms and conditions of the Purchaser shall only apply subject to the Supplier's written approval having been provided.

#### **1.2**

These General Terms and Conditions of Sale shall also apply to any subsequent orders and spare part supplies, without requiring any repeat reference to these.

#### **1.3**

Subsidiary agreements and assurances, changes or amendments to a written or fax contract shall be made in writing.

#### **1.4**

Should individual provisions of these General Terms and Conditions of Sale be or become legally invalid, any other provisions shall remain intact.

### **2. Quotations and confirmation of order**

#### **2.1**

Quotations shall only be final subject to stating a deadline for acceptance. In order to be final, quotations shall be subject to the Supplier's written confirmation.

#### **2.2**

Diagrams, drawings, calculations and any other documentation attached to a quotation shall remain the Supplier's property and may only be passed on to third parties after written approval by the Supplier.

### **3. Scope of supplies and services**

#### **3.1**

Supplies and services shall be based on reciprocal statements. Should no statements be available, the Supplier's written confirmation of order shall apply.

#### **3.2**

Details in leaflets, catalogues or general technical documentation shall only be final when referred to in writing.

#### **3.3**

Unless otherwise agreed, any installation and assembly cost and travelling expenses agreed shall be paid for separately by the Purchaser.

#### **3.4**

Should software be part of the scope of services to be provided, the Purchaser shall be granted a non-exclusive right for the use of such software. The Purchaser shall only be entitled to duplicate or amend software to the extent that is legally permissible.

### **4. Prices and terms of payment**

#### **4.1**

Unless otherwise stated, all prices have been quoted in CHF and shall be net ex works prices excluding packaging (EXW, Incoterms 2010).

#### **4.2**

Prices shall not include any VAT, which shall be invoiced separately as applicable on the date of invoicing.

#### **4.3**

Deduction of cash discounts shall be subject to specific written agreement.

#### **4.4**

Unless otherwise stated in the confirmation of order, the purchasing price shall be payable within 30 days from the date of invoice.

#### **4.5**

Should the Purchaser not pay invoices by the agreed date, he shall be subject to interest for delay of 5% from the due date without any reminder and subject to liability for any other loss/damage suffered.

#### **4.6**

The Purchaser shall only be entitled to offset his accounts receivable against any amounts that are uncontested.

#### **4.7**

The Purchaser shall only be entitled to retain payment for alleged defects subject to the Supplier having accepted a complaint for defects.

### **5. Deliveries for supplies or services**

#### **5.1**

Deliveries shall be based on reciprocal written statements or, should a written confirmation of order be lacking, the Supplier's written confirmation of order. Meeting deliveries shall be based on the punctual receipt of any documentation, required approvals and releases to be supplied by the Purchaser, meeting the terms of payment agreed and any other obligations. Should these conditions not be met in good time, deliveries shall be extended accordingly.

#### **5.2**

Deliveries shall have been met when a consignment that is ready for shipment has been dispatched or collected within the deadline agreed. Should delivery be delayed for reasons caused by the Purchaser, notification of readiness for shipment shall suffice for having met a delivery.

#### **5.3**

Should delays in delivery be the Supplier's fault, the Purchaser shall be entitled to claim a maximum compensation for delay of 0.5% of the value of the shipment for each full week of delay subject to having actually suffered a loss. In all cases, any claims for damages by the Purchasers exceeding 5%, shall be excluded for any delayed delivery.

#### **5.4**

The Purchaser's right to rescind from the contract after having set an extension of delivery to the Supplier shall be unaffected by this. However, any extension set must be adequate and shall not be less than four weeks.

## **6. Transfer of title and risk; insurance, packaging**

### **6.1**

Unless otherwise agreed, the transfer of title and risk to the Purchaser shall be effected when supplies leave the Supplier's works. For deliveries including installation or assembly, the date of acceptance or commissioning shall be the date of transfer.

### **6.2**

Should shipment be delayed for any reasons caused by the Supplier, the risk shall be transferred to the Purchaser at the time scheduled for shipment ex works.

### **6.3**

At the Purchaser's request, shipments shall be insured by the Supplier against breakage, transport and fire risks. Should one of the above insurance policies have been taken out, the Supplier shall be notified of any damage in transit without delay.

### **6.4**

In principle, delivery shall be effected in the Supplier's standard packaging. The Supplier shall be entitled to select a special type of packaging as and when required, for which the Purchaser agrees to pay the cost incurred.

## **7. Installation and Commissioning**

### **7.1**

Should equipment not be installed directly after delivery, the Purchaser shall be responsible for correct storage in accordance with the Supplier's guidelines.

### **7.2**

Installation shall be effected by trained engineers only, based on the Supplier's guidelines and applicable technical standards.

### **7.3**

Commissioning shall be effected by engineers only, accepted by the Supplier in compliance with the Supplier's instructions. Engineers shall be entitled to refuse commissioning of equipment should operating conditions provided by the Purchaser not allow safe operation of the equipment. Any cost incurred by the Purchaser due to delays in commissioning shall be paid by the Purchaser.

### **7.4**

A report shall be issued for installation and commissioning, to be signed by the Purchaser and sent to the Supplier.

## **8. Warranty**

### **8.1**

Should defects be found in any items provided by the Supplier, due to not being in the agreed condition or not suitable for the agreed or normal use, the Supplier agrees to repair any components affected or to supply new parts at his discretion.

### **8.2**

The Purchaser agrees to grant to the Supplier the time required and a chance to remedy any defects. Should the Purchaser refuse to do so, the Supplier shall no longer be liable for any defects.

### **8.3**

The Purchaser shall notify the Supplier in writing of any defects without delay.

### **8.4**

The Supplier's liability shall not refer to normal wear and tear and any damage suffered after the transfer of title and risk due to incorrect or negligent handling, use of any items delivered or the operation of equipment subject to conditions that do not comply with the contract.

### **8.5**

No claims for defects shall be accepted for minor variations from any agreed or assumed condition.

### **8.6**

The Supplier shall not be responsible for payment of additional expenses, in particular transport, call-out, work and material charges and costs, resulting from any items supplied being retrospectively sent to another destination than the Purchaser's premises or the original destination.

### **8.7**

In all cases, the Purchaser agrees to take any feasible and equitable steps in order to keep costs as low as possible for the purpose of delayed performance. The Supplier shall only pay part of any recall costs when required, based on actual facts and the legal situation.

### **8.8**

The Purchaser agrees to return to the Supplier at the Supplier's option any defect products or to make these available for inspection and testing.

## **9. Period of Warranty**

The period of warranty shall be 12 month, unless otherwise provided for by law. The period of warranty shall be calculated from the time of transfer of title and risk or, should installation and commissioning be effected, from the date of installation and commissioning.

## **10. Deficiency in title**

Should use of a product supplied cause any infringement of patents or commercial copyrights in Switzerland, the Supplier agrees to make available to the Purchaser in principle facilities or rights for the continued use. Should this be impossible subject to adequate financial conditions, both the Purchaser and the Supplier shall be entitled to rescind from the contract.

## **11. Warranty and product specification**

### **11.1**

Warranties shall only be effective when provided in writing.

### **11.2**

Data included in catalogues, any documentation for quotations and other literature and general advertising statements shall not constitute any offer for a warranty agreement.

## **12. Liability and damages**

### **12.1**

The Purchaser's claims for damages and refund of expenses due to any infringement of major or minor duties resulting from any obligations, illegal acts or any other legal reasons whatsoever, shall be excluded.

### **12.2**

This exclusion shall not apply in cases of intent, gross negligence, injuries to life and limb or health and infringement of essential contractual duties. In case of infringement of the said duties, the Supplier shall be liable for minor negligence, but liability shall be limited to damage/losses typical to a contract or reasonably foreseeable damage/losses.

### **12.3**

In all other respects, commitments to pay damages shall only exist in essence and scope subject to the said liability being compulsory in accordance with the law.

### **12.4**

Liability according to the Product Liability Law shall not be affected by these provisions.

## **12.5**

In all cases, claims for damages shall be struck by the statute of limitations after the period stated in 9.1.

## **13. Reservation of title**

### **13.1**

Any items supplied shall remain the Supplier's property prior to any claims having been settled, to which the Purchaser is entitled.

### **13.2**

The Purchaser agrees to maintain and insure any of the Supplier's items at his expense for the period of reservation of title.

### **13.3**

The Purchaser shall not be entitled to pledge or provide as a security any items subject to reservation of title.

### **13.4**

Should the Purchaser delay payment, the Supplier shall be entitled to rescission from the contract or repurchase after unsuccessful expiry of a deadline set to the Purchaser. The Purchaser agrees to return the products supplied.

## **14. Jurisdiction and applicable law**

### **14.1**

The parties hereto agree to subject themselves to the Supplier's jurisdiction. However, the Supplier shall be entitled to institute legal proceedings at the Purchaser's jurisdiction.

### **14.2**

Contracts shall be subject to Swiss material law. UN Purchasing Law (CISG) shall be excluded.