

General Terms of Delivery

1. Exclusive Applicability

The present General Terms of Delivery shall apply if their applicability has been expressly stipulated by either the offer or the confirmation of the order. Terms and conditions of the Buyer shall apply only if and to the extent they have been expressly accepted by the Supplier in writing.

2. Offers

Offers that do not stipulate an acceptance period shall not be binding.

3. Conclusion of a Contract

The contract of delivery is deemed to have been concluded once the Supplier, after having received an order, has confirmed the same in writing.

4. Extent of Delivery

For the extent and execution of a delivery the tenor of the confirmation of the order shall be decisive. Any performance that is not defined in the confirmation of the order shall be charged for separately.

5. Technical Documents

Save as provided otherwise, prospectuses and catalogues shall not be binding. Data contained in technical documents shall be binding on the Supplier only if expressly guaranteed.

6. Prices

Prices indicated are, as a rule, net prices, ex works, packing excluded according to INCOTERMS 2010, in freely disposable Swiss francs, without any deductions allowed. All incidental expenses, such as freight charges, insurance premiums, expenses relating to export, import, transit and other permits, as well as authentication, shall be assumed by the Buyer. The same applies for any kind of taxes, charges, customs duties and other duties, which shall likewise be assumed by the Buyer.

The Supplier reserves the right to adjust prices if, within the period of time from the moment the offer was made and the moment delivery is executed in compliance with the stipulated term, either the wage rates or the cost of material were to vary. This adjustment of prices shall be made in accordance with the price escalator clause defined by VSM (the Swiss Association of Machinery Manufacturers).

7. Terms of Payment

Payment shall be made in compliance with terms stated on the invoices. The dates of payment shall also be observed even if transport, delivery, installation, putting into operation, or acceptance of products supplied are delayed or prevented due to reasons beyond Supplier's control. The Buyer shall not withhold – in full or in part – payment of an invoice on account of complaints, claims or counterclaims raised by the Buyer and not recognized by the Supplier. If the Buyer is in default with respect to the agreed terms of payment, he shall be liable, without reminder, to pay default interest, from the agreed date of maturity, at the rate prevailing at Buyer's domicile, but not less than 6% p.a. Payment of default interest shall not, however, release the Buyer from his contractual obligations to pay.

8. Reservation of Title

The Supplier shall remain the owner of all products supplied until he has received payment in full of the agreed amount. The Buyer undertakes to contribute to such efforts as are required with a view to safeguarding Supplier's property.

The Buyer herewith authorizes the Supplier to have said reservation of title registered without his cooperation being required.

9. Delivery Period

The agreed delivery period shall start on conclusion of the contract, provided all administrative formalities, such as import permits and permits to transfer funds have been completed and payments and securities made available at the moment the order is placed (if an agreement to this effect had been concluded) and all essential points of a technical nature settled.

The delivery period shall be deemed to have been observed if, on its expiry, the products to be supplied are ready to be collected by the Buyer at Supplier's works.

The delivery period is reasonably extended in the event of circumstances amounting to force majeure, which the Supplier, in spite of using the required care, is unable to overcome, or if the Buyer is in delay of performance with respect to any of his contractual obligations, in particular if he fails to comply with terms of payment.

A contractual penalty to be paid in the event of delayed delivery must be made the object of a separate agreement in writing. If a substitute delivery is made, the Buyer cannot claim for compensation of damage suffered, or terminate the Contract on account of the delay in delivery.

10. Examination and Acceptance of Products Supplied

Insofar as this is customary, products to be supplied shall be examined by the Supplier during the process of manufacturing, or prior to delivery, respectively. If the Buyer requests additional examinations to be conducted, a written agreement to this effect shall have to be concluded and costs relating to such examinations shall be at Buyer's expense.

The Buyer shall examine the products delivered within ten (10) days after having received them and notify the Supplier immediately and in writing in the event of defects, pointing out to him all relevant particulars. If the Buyer fails to so notify, the products supplied are deemed to have been accepted.

If the Buyer wishes examinations preceding acceptance to be conducted, such examinations shall be agreed on in writing. If examinations preceding acceptance cannot be conducted within the prescribed time on account of reasons the Supplier is not responsible for, the products to be supplied are deemed to have the characteristics whose existence the examination was to confirm.

The Buyer shall not be entitled to raise any further claims based on faulty delivery; he shall, in particular, not have a claim for damages nor have the right to terminate the Contract.

11. Packing

Save as provided otherwise, expenses relating to packing shall be charged to the Buyer separately and packing material is not taken back by the Supplier. If packing material has been marked as being the property of the Supplier, the Buyer shall have to return such packing material to the Supplier, postage/freight paid, to the place of departure of the products supplied.

12. Passing of Benefit and Risk

Benefit and risk shall pass to the Buyer the moment the products to be supplied have been singled out for delivery to the Buyer, unless Supplier and Buyer have made special arrangement for delivery in accordance with provisions of Incoterms. If delivery is delayed or rendered impossible in consequence of reasons the Supplier does not have to answer for, the products concerned shall be stored at Buyer's risk and expense.

13. Transport and Insurance

Any special requests as to delivery or insurance must be made known to the Supplier by the Buyer in due course. Save as provided otherwise, transport shall be effected at Buyer's risk and expense. Complaints relating to transport shall be notified by the Buyer to the last carrier immediately on receipt of the delivery or the respective documents.

14. Liability

The Supplier warrants the quality of his products for 24 months after delivery.

The supplier undertakes to either repair or replace forthwith – at his discretion – upon Buyer's written demand, all parts of which it can be demonstrated that they have become defective or unfit for use on account of faulty material or conception, or imperfection in the execution. Replaced parts shall become the property of the Supplier.

The Buyer shall not be entitled to raise any further claims on account of insufficient performance, in particular claims for compensation of damage suffered.

A rescission of the Contract and a reduction of the purchase price are likewise excluded.

The Supplier only assumes such expenses as are incurred by him in relation with repairing or replacing defective parts in his workshop.

If any acts or omissions on the part of the Buyer or his auxiliary staff entail personal injury or damage to property belonging to third parties, and if the Supplier is held liable for such injury or damage caused, the Supplier shall be entitled to have recourse against the Buyer.

15. Venue and Applicable Law

Venue for both Buyer and Supplier shall be the place of the Supplier's registered office. The Supplier, however, shall be entitled to bring action against the Buyer also at the place of Buyer's registered office.

The contractual relationship is governed by Swiss substantive law. The United Nations Convention on Contracts for the International Sale of Goods (CISG), shall not apply.