

## 1 General Information

1.1 Supplier's quotations are not binding. A contract is only concluded with the Supplier's order confirmation in writing. The scope of the Supplier's supplies and services is finally determined by the order confirmation in writing and its written enclosures. Ancillary agreements and modifications only take effect after confirmation in writing by the Supplier.

1.2 These Terms of Delivery apply to all supplies and services by Supplier unless agreements to the contrary have been made in writing. Other stipulations (such as Customer's general terms and conditions) shall not become an integral part of the contract, even if not explicitly objected to by Supplier.

1.3 The Supplier reserves all property and copyrights in all information and documents provided (technical drawings, samples, diagrams, etc.). Without Supplier's prior written consent, they shall not be made accessible to third parties or used for other purposes than those for which they were originally provided.

1.4 The Supplier reserves all property and copyrights in the software products comprised in the scope of the delivery. The Customer is granted simple, non-exclusive right of utilization for these software products which does not include the right to grant sub-licenses.

## 2 Regulations in the country of destination and protective equipment

At the latest when placing the order, the Customer shall inform the Supplier about the regulations and standards applicable to the execution of the supplies and services, the operation of the products, and the health and safety and accident prevention regulations. If no specific agreement is concluded, the supplies and services will be delivered in compliance with the requirements applicable at Customer's place of business.

## 3 Prices

3.1 Unless agreed otherwise, all prices shall be understood net, ex works, without packaging, in freely disposable Swiss Francs, without any deductions. All ancillary costs, for example for freight, insurance, export, transit, import, and other permits shall be borne by the Customer. Likewise, the Customer shall pay all types of taxes, fees, duties etc. payable in connection with the contract, or compensate the Supplier against respective evidence if Supplier had to pay such costs.

3.2 The Supplier reserves the right to adjust the prices if

- type or scope of the agreed services or supplies has changed, or
- the material or the design had to be changed because the documents supplied by the Customer did not correspond to the actual situation, or were incomplete.

## 4 Payment terms

4.1 Unless agreed otherwise, the price shall be payable within ten days after invoice date in the following installments:

- 40% downpayment after receipt of order confirmation;
- 50% after announcement of the readiness for delivery/acceptance;
- 10% after completed final acceptance at Customer's premises.

4.2 If the Customer does not meet the agreed payment dates, it shall be in default without warning and shall have to pay 5% default interest from the agreed date the payment was due. Supplier reserves the right to assert further damages.

## 5 Reservation of title

5.1 Until receipt of full payment as agreed, the Supplier remains the owner of the entire products supplied.

5.2 The Customer is obliged to cooperate in measures required to protect the Supplier's property; with the conclusion of the contract, it authorizes the Supplier in particular to procure at Customer's expense the registration of the reservation of title in public registers, books, or similar in accordance with the laws of the respective country, and to comply with all respective formalities.

## 6 Delivery period

6.1 The delivery period is met if notice of readiness for dispatch or acceptance has been sent to the Customer prior to its end.

6.2 Compliance with the delivery period is subject to compliance with the contractual obligations by the Customer.

6.3 The delivery period shall be extended if obstacles occur at the side of the Supplier, the Customer, or a third party which the Supplier, also with exercise of due care, cannot prevent. Such obstacles are for example epidemics, mobilization, war, riot, considerable disruptions, accidents, labor conflicts, delayed or faulty supply of required raw materials, semi-finished or finished products, administrative measures, natural disasters, as well as Customer's delay in meeting its contractual obligations (such as compliance with terms of payment etc.)

6.4 The Customer has the right to assert compensation for delayed supplies and services if such delay is provably attributable to the Supplier, and if the Customer can submit evidence that it suffered a loss as a result of such delay. In case of replacement delivery, the Customer cannot assert compensation for delay.

Provided evidence of a respective loss is submitted, the compensation for delay amounts to a maximum of half a per cent for each week of delay, up to a maximum of 5% of the contract price falling to the delayed part of the delivery. No compensation is payable for the first two weeks of delay.

After the maximum amount of compensation for delay has been reached, the Customer shall fix a reasonable additional period for the Supplier to effect delivery. If delivery is not effected within this additional period for reasons attributable to the Supplier, the Customer has the right to refuse acceptance of the delayed part of the delivery. If the Supplier, for business reasons, cannot reasonably be expected to accept partial delivery, it has the right to withdraw from the contract and to claim refund of the payments made so far against return of the deliveries received.

6.5 If a definite date was agreed instead of a delivery period, this date is considered as equivalent to the last day of a delivery period, and paragraphs 6.1 to 6.4 apply analogously.

6.6 With the exception of mandatory regulations, the Customer cannot assert any rights or claims for delay of supplies and services beyond these expressly specified in this paragraph 6.

## 7 Passing of use and risks

Use and risk pass to the Customer at the latest when the deliveries leave the Supplier's works. If the dispatch is delayed at Customer's request or for other reasons outside of Supplier's responsibility, the risk shall pass to the Supplier at the date of the originally scheduled dispatch ex works.

## 8 Dispatch, transport, and insurance

8.1 Special requests regarding dispatch, transport, and insurance must be announced to the Supplier in good time. Transport is at Customer's expense and risk. The Customer shall address any complaints in connection with the dispatch or transport directly to the last carrier immediately on receipt of the delivery or the freight documents.

8.2 Insurance against damage of any kind in connection with the transport of the goods must be taken out by the Customer.

## 9 Inspection and acceptance of the supplies and services

9.1 The Customer shall inspect the supplies and services within ten days and immediately notify the Supplier in writing of any defects. Customer's failure to do so is considered to signify approval of the supplies and services.

9.2 The execution of an acceptance test and the stipulation of the applicable conditions are subject to a special agreement. Unless stipulated otherwise, the following conditions apply:

- The Supplier shall inform the Customer well in advance that the acceptance test will take place.
- Records will be drawn up the acceptance test and signed by the

Customer and the Supplier or their representatives. These records comprise the information that the acceptance has taken place. All defects detected must be listed individually in the records. The Customer cannot refuse acceptance and signature of the acceptance test records by reason of minor defects, in particular defects which do not significantly impair the functionality of the supplies and services. The Supplier must remedy any such defects immediately.

- In case of significant deviations from the contract or major defects, the Customer shall give the Supplier the chance to remedy such defects within a reasonable additional period. After this period, another acceptance test takes place. If major defects become apparent also in this second acceptance test, the Customer can demand from the Supplier the reduction in price, compensation payments, or other payments agreed between the contracting parties for such cases. However, should the defects detected in this second acceptance test be so significant that they cannot be remedied within a reasonable period of time and that as a result the supplies and or services are fully or to a significant degree unsuitable for the announced intended use, the Customer has the right to refuse acceptance of the defective part or – if it cannot reasonably be expected for business reasons to accept a part only of the supplies and services – to withdraw from the contract. Beyond refund of the payments received for the parts affected by the withdrawal, the Supplier has no further obligations.

9.3 Acceptance is also considered effected

- if the acceptance test cannot be executed on the scheduled date for reasons not attributable to the Supplier;
- if the Customer refuses acceptance without legal grounds;
- if the Customer refuses to sign the acceptance test records issued according to paragraph 9.2;
- as soon as the Customers starts using the Supplier's supplies and services.

The Customer cannot assert any rights and claims for defects of any kind in the supplies and services beyond those expressly named in paragraphs 9.2 and 10 (warranty, liability for defects).

**10 Warranty, liability for defects**

10.1 The warranty period is 24 months. It starts with the dispatch of the supplies ex works, or with the acceptance of the supplies and services if agreed so. If dispatch, acceptance, or assembly are delayed for reasons not attributable to the Supplier, the warranty period ends not later than 30 months after announcement of readiness for dispatch.

For replaced or repaired parts, the warranty period starts anew and runs for 12 months from replacement or completion of repair.

The warranty will be voided prematurely by improper repairs or modifications by the Customer or third parties, or - in case of a defect - Customer's failure to immediately take all suitable measures for mitigation of damages and to give the Supplier the chance to remedy the defect.

10.2 Following receipt of Customer's respective request in writing, the Supplier undertakes to repair or, at its own discretion, replace all parts that have provably become defective or unusable by reason of poor material, design, or workmanship prior to expiry of the warranty period after. Replaced parts become the Supplier's property unless explicitly waived.

10.3 Guaranteed properties are only those explicitly designated as such in the order confirmation or written specifications. The guarantee is valid until expiry of the warranty period at the latest. If an acceptance test has been agreed, the supplies are considered in compliance with this guarantee when the property in question has been evidenced in this test.

If the supplies do not or not fully comply with the guaranteed properties, the Customer has the right to demand rework from the Supplier, which must be carried out within a reasonable period of time. If this rework is unsuccessful, the Customer is entitled to a reasonable reduction in price. Should the defect be so significant that it cannot be remedied within a reasonable period of time and that as a result the supplies and or services are fully or to a significant degree unsuitable for the announced intended use, the Customer has the right to refuse acceptance of the defective part or – if it cannot reasonably be expected for business reasons to accept a part only of the supplies and services – to withdraw from the contract. Beyond refund of the payments received for the parts affected by the withdrawal, the Supplier has no further obligations.

10.4 Defects not provably attributable to poor material, design, or workmanship are excluded from Supplier's warranty and liability, for example defects attributable to natural wear, poor maintenance, non-compliance with operating instructions, excessive load, unsuitable operating material, effects of chemicals or electrolysis, construction or assembly not carried out by the Supplier, or other reasons outside of Supplier's responsibility.

10.5 Beyond those explicitly mentioned in paragraphs 10.1 to 10.4, the Customer cannot assert any rights and claims for defects in material, design, or workmanship or for lack of guaranteed properties. Except in case of illegal intent or gross negligence, the Supplier shall not take liability for Customer's claim in respect of poor advice or similar or violation of any ancillary obligations.

**11 Exclusion of Supplier's further liability**

These Conditions comprise the final regulation for all cases of violation of contract and their legal consequences and for all claims asserted by Customer for whatever reason. In particular, all claims for damages, reduction, cancellation of or withdrawal from the contract not explicitly mentioned herein are excluded. On no account has the Customer the right to claim compensation for damages not incurred in the delivery item proper, such as loss of production, loss of utilization, loss of orders, lost profits, and other indirect or direct damage. This is subject to mandatory legal regulations to the contrary.

**12 Supplier's right of recourse**

If acts and omissions by the Customer or its vicarious agents result in personal injury or damage to objects and if in consequence claims are asserted against the Supplier (product liability), the Supplier has a right of recourse against the Customer.

**13 Place of performance and applicable law**

13.1 **Place of jurisdiction for the Customer and the Supplier is the Supplier's place of business.**

13.2 The legal relationship is subject to substantive Swiss law under exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).