

## General delivery conditions no. 05-00001 General terms and conditions (GTC)

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### 1. General

1.1 Supplies take place exclusively in order to the following regulations. All these content applies for the customers order and by accepting our offers, our confirmations of the customers orders and our invoices. Special agreements require the written form. Paragraph 8 also applies by non-conclusion of a contract.

1.2 The offers are never binding.

1.3 The contract comes to an agreement by receiving the customer's order. Verbal declarations/agreements are only valid with our written acknowledgement.

### 2. Plans, data and technical information

2.1 Leaflets, brochures, catalogs, specifications, technical information and drawings are not binding information, as long as they are not declared for guaranteed.

2.2 All offers and technical information remain our property, it is prohibited to pass it to third parties or to copy it.

### 3. Prices

3.1 As far as not explicit and in a written form mentioned, all prices are non-committal, without packaging, ex works, in Swiss Francs or Euro, without any discount.

### 4. Terms of payment

4.1 The terms of payments are net payable on the following month after complete shipment. As far as not explicit and in a written form mentioned, no deductions e.g. deduction by discount payment, additional expenses, taxes, fees and other expenditures are allowed.

4.2 The following terms of payment apply for orders over CHF 12'000.- or EUR 10'000.-:

40 % of the price by ordering

60 % of the price within 30 days after date of invoice

### 5. Term of delivery

5.1 Delivery time begins after receiving the written order including the documents necessary for the delivery. In addition, all terms of payment must be kept.

5.2 Delivery time of the parts stick, if possible, to the production in the factory. The buyer is not entitled to cancel the order in case of any delay. In case of delay, there are no requirements for compensation on behalf of the buyer.

### 6. Warranty claims

6.1 Warranty claims are legal for a maximum of 12 months. They apply to all components or systems supplied by us. The period begins with the dispatch of the parts. Parts which have obvious material defects, defects due to mistakes in production or handling on our behalf, are replaced by us without any charge.

6.2 Excluded from warranty claims and liabilities are damages such as: natural wear and tear, inappropriate maintenance, inappropriate operation, ignoring operational directions, excessive use, chemical or electrolytic influences.

### 7. Regulations and safety devices

7.1 From the beginning on, the customer has to inform the supplier about regulations and standards which needs to be considered in the countries affected.

7.2 Safety devices are only provided if the supplier was previously informed (digit 7.1) and needs always to be based on a written declaration/agreement.

### 8. Copyright protection-, patent and trade mark law

8.1 All patents, trademarks, know-how and practical experiences as it can be found in different form on drawings, on plans, in specifications and in offers remains our property. It is not permitted to reproduce or passing them in any form to a third party without our explicit permission.

### 9. Packaging

9.1 Packaging will not be taken back from the supplier, unless a written agreement exists.

### 10. Exclusion for further liabilities

10.1 As far no special agreement in a written form exists, it is not possible to claim for any compensation. There are absolutely no claims possible for loss of production, loss of jobs, escaped gain or any other damages.

### 11. Court of justice and applicable law

11.1 Court of justice for all disputes is Winterthur (Switzerland). The Swiss law ZGB, OR, etc. are valid only.

11.2 All legal terms are subordinate to the material Swiss law. This applies also to all export trades with other countries.