

General purchasing conditions no. 05-00011 General trading conditions (GTC)

If special declarations/agreements were not made to orders the following conditions apply.

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1. Orders

Orders including all special agreements are obligatory only if they are given in writing. The order confirmation has to be returned immediately in writing under specification of the part number and the date of order.

2. Different phrased conditions

Different phrased conditions apply - even if they are mentioned in the order confirmation - only if the buyer recognizes them expressly in writing.

3. Price

The prices are fixed prices and apply CIF (...named port of destination). The buyer does not pay any expenses for transport insurance.

4. Delivery time

The agreed time for delivery has to be kept punctually. With failure to deliver the legal requirements are entitled to the buyer. In all cases of higher force, to which also strike and lockout belong, the buyer can require the whole, or partial removal of the contract or the execution to a later period, without that the supplier is entitled to any requirements against the buyer.

5. Dispatch

In case the buyer has to pay the freight, the lowest-priced freight way has to be selected from the supplier. Transmittal notes, delivery notes (2 folds) waybills etc. must carry the part number as well as the date of order. During neglect of these regulations the supplier bears all cost resulted from it. The transport risk goes debited to the supplier.

6. Invoice

Invoices must be sent immediately in double to the buyer. The invoice must contain the part number as well as the date of order.

7. Payment

After receiving the invoice, the goods receipt and/or performance took place, properly at 2% discount or 30 days net at the discretion of the purchaser. The payment run takes place on the 15th of each month.

8. Objections and guarantees

The guarantee period is 1 year. With the commercial transaction the buyer is obligated to examine the commodity immediately and lack as fast as possible to raise at the latest after 1 week after transfer with obvious lack and at the latest 1 week after discovery of hidden lack the notice of defect. The buyer can make the warranty claim also going by valid that he can require the supply of a faultless article or the rework of the unsatisfactory article for own selection of the supplier at its expense either and the supplier on the

fact to set it knows an appropriate period for the supply or rework with the note that he rejects the acceptance of the article at flow of the term and being entitled rights to transformation, reduction or compensation valid for it because of default will make. The obligation to the compensation covers in particular also substitution of the subsequent costs, which resulted by construction and assembly expenditure using the incorrect product. The supplier bears the cost of the return of complained of goods, likewise the freight charges of the replacement.

9. Product liability

Is taken up the buyer from product liability, because of violation according to official safety regulations or the like in or to foreign right. The supplier the buyer on demands of the buyer from such requirements will exempt, as far as the commodity for the damage, supplied by the supplier, were causal. If the buyer replaces to third with demand their damage, then the supplier refunds his expenditures to the buyer, if and as far as he could have required exemption.

10. Drawings, sample and secrecy agreement

Drawings, samples and models etc. remain property of the buyer, and may be used only the execution of its jobs and be made third neither direct nor indirectly accessible. They are to be sent back to completion of the order without request of the buyer. Buyers and suppliers are obligated to the secrecy over the technical and economic details become known in each case.

11. Patent rights

It commits itself patent rights of the suppliers to replace to the buyer all the damage, which results to this from the fact that by the supplied goods native or foreign of patent rights are hurt. This applies to foreign patent rights under the condition that the supplier has knowledge of the countries, into which the buyer will export. If the buyer replaces third patent rights foreign native with violation or to their damage, then the supplier refunds these expenditures to the buyer, if and as far as the buyer exemption could have required.

12. Deviations

Deviations from the conditions as per contract are particularly mentioned in the order.

13. Court of justice and applicable law

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

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