

General conditions of sale and supply

1. Offers

- 1.1 Offers which do not stipulate an acceptance date, are not binding.
- 1.2 All drawings, design proposals, circuit diagrams, calculations remain our exclusive property.

2. Orders

- 2.1 By placing an order the purchaser accepts our conditions of supply.
- 2.2 Alterations or other agreements are valid only if they were offered by us in writing or were laid down in the order confirmation.

3. Prices and payments

- 3.1 All prices are quoted in Euro (€) or Swiss Francs (CHF). Invoices are payable within 30 days, net, without any deductions.
- 3.2 For orders exceeding € / CHF 10'000.-- the following payment conditions apply:
 - see on our received quotation and/or order confirmation.
- 3.3 Deviations from these conditions of payment must be stipulated in the offer as well as in the order confirmation.
- 3.4 Price adjustments created by a general cost increase for wages and materials as well as increases of customs duty in case of exports will be debited.
- 3.5 Our prices do **not include** the Swiss **sales tax (VAT)**.
- 3.6 The goods supplied remain our property until full payment has been received.

4. Delivery time

- 4.1 Every effort will be made to maintain the delivery times given in our order confirmations. The delivery time shall be calculated from the day all information and documents required for the execution of the order are in our hand.
- 4.2 We shall be entitled to extend delivery time:
 - a) if hindrances occur our control and which influence progress of work in our own or in a sub-suppliers works e.g. strikes, transport difficulties etc.

- b) if hindrances occur our control and which influence progress of work in our own or in a sub-suppliers works e.g. strikes, transport difficulties etc.
- c) if deliveries of our sub-suppliers delayed
- d) in case of supplementary alterations requested by the purchaser at a later stage

4.3 Liquidated damages for delayed deliveries have to be agreed upon in writing. They can only be imposed if it can be proved that the delay is our own fault and the purchaser has suffered a loss due to late delivery.

5. **Guarantee**

- 5.1 Our new equipment and plants are guaranteed by our suppliers for a period of 12 months calculated from the date of delivery or the date of commissioning. This guarantee covers the replacement of parts becoming faulty due to faulty design, manufacture or materials. Decisive are our order confirmation.
- 5.2 Our guarantee does not cover faults due to normal wear and tear, neglected mounting or erection not carried out by our personnel as well as all secondary damages.
- 5.3 Goods claimed for repair or replacement should be sent to our works wherever possible. We will charge for travel expenses and travel time for guarantee work carried out at the purchasers premises.

6. **Testing and acceptance of goods**

- 6.1 As far as feasible plants are tested by us upon completion.
- 6.2 Acceptance tests requested by the purchaser have specifically to be agreed upon.
- 6.3 For goods found not in compliance with order specifications the purchaser shall give us without delay the possibility to correct such deficiencies.

7. **Transport**

- 7.1 In the absence of any other agreement forwarding will be effected at the risk and expense of the purchaser.
- 7.2 Cost of packing will be debited.
- 7.3 Erection at the purchasers premises will be debited at our standard rates.

8. **Jurisdiction**

- 8.1 **Place and court of jurisdiction are 6000 Lucerne, Switzerland.**
- 8.2 **The contract shall be governed by Swiss law.**

Sempach Stadt, 01.01.2003/to