

**General Terms and Conditions of Business**(1<sup>st</sup> January 1995 edition)**1. Making offers**

All our offers either written, verbal or by telephone are deemed to be provisional. We make every effort to abide by offered prices, quantities, qualities and delivery dates.

**2. Accepting orders**

Orders are only valid if confirmed in writing or invoiced by us. Any verbal or telephone agreements are only made in as far as we make express use of this right.

We are not obliged to stock the ordered goods immediately or to keep them ready in Switzerland before the delivery date.

**3. Prices**

Prices are based on the confirmed or invoiced services ex works. The prices do not apply to quantities above or below the agreed amounts or to follow-up orders.

Value added tax (VAT), freight, postage and packaging (will not be taken back) are not included in the prices and are charged separately. All prices are based on wages, costs, charges and exchange rates known to apply on the day of confirmation. Should these rise in the period prior to delivery, we reserve the right to amend our prices accordingly.

We also reserve the right to set a minimum invoicing amount, charge a minimum amount per position and cancel discounts for small invoices.

**4. Quantity tolerance**

We reserve the right to supply quantities that, for technical reasons, are above or below the agreed figures.

**5. Delivery dates**

All details on expected delivery dates are not binding. They are made to the best of our knowledge based on meeting the deadlines for normal supplies and under orderly conditions. Claims for damages due to delivery delay are excluded. Should the purchaser withdraw from the contract because of delivery delay, we are entitled to invoice the costs incurred.

**6. Force majeure**

Force majeure shall include all events and circumstances beyond our control that affect the contract's fulfilment.

We are entitled to cancel orders either in full or in part, without compensation, should the fulfilment of the contract be rendered impossible through force majeure either on our part, on the part of our suppliers or while in transit.

**7. Benefit and risk**

Benefit and risk shall be transferred to the purchaser upon despatch, i.e. as soon as the goods leave our premises.

It is the purchaser's responsibility to insure the goods against damage and loss during transportation. Any complaints should be asserted with the relevant transport company prior to acceptance of the goods.

**8. Payment terms**

Our invoices are payable without any deductions. Our payment terms are 30 days from the date of invoice.

If payments fall into arrears, we shall be entitled to charge interest on arrears (standard current account rate plus 1 %) plus expenses.

**9. Tools and forms**

Tools and forms remain our property, even if proportionate costs are charged.

**10. Trademarks**

Trademarks, drawings and projects remain our property. Their use, reproduction or communication to third parties is not allowed without our express permission.

**11. Guarantee and liability**

Should there be any demonstrable production or material defects in the goods supplied, we undertake at our own choice to provide replacement goods or carry out repairs, provided we are advised of the defect in writing within the legal or contractually stipulated period. In the event of inappropriate storage or handling, excessive use or unsuitable application, we decline any guarantee or any other liability. The assertion of wider-ranging claims against us, relating in particular to change, reduction or compensation for direct or indirect damages, is excluded.

**12. Complaints**

Complaints should be made in writing immediately upon receipt of the goods, but within 8 days at the latest. If no complaint is received within this period, then the delivery is deemed to be approved and accepted.

**13. Place of fulfilment, jurisdiction and law**

Place of fulfilment and jurisdiction is our legal domicile. Governing law shall be Swiss law.

**14. Changes and amendments**

Changes and amendments to the General Terms and Conditions of Business must be confirmed by us in writing, in order to be valid.

**15. Scope**

Our General Terms and Conditions of Business (1.1.1995 edition) are binding for this and any subsequent transactions (including those agreed verbally); they remain subject to alteration or revocation