

## General Terms of Sale

### 1. Offers

Offers will be made subject to change. They correspond to the manufacturing costs on the day the offer is made. Price changes in case of increases of the manufacturing costs remain reserved. We reserve the right to correct errors such as print, type and calculation errors.

### 2. Award of contract

The documents included in the printed matter, such as specifications of dimensions and weight, illustrations and descriptions serve as a guidance. We are not bound to give notification of changes made. Samples will be delivered for a charge. Models and tools produced for the implementation of a contract will remain our property, even if partial costs have been invoiced. Any delivery terms of the customer, if in contradiction with our terms, will be non-binding for us, even if they are taken as basis for the order and if we have not objected to their content. For custom products, we need to reserve delivery of an additional or reduced quantity of up to  $\pm 10\%$  of the awarded contract volume.

### 3. Prices

Prices are understood as subject to change and ex warehouse in Wallisellen without VAT, packaging, freight and postage.

### 4. Terms of payment

Delivery within 30 days from the date of invoice, without discount. Custom products will be processed against an advance payment of 1/3 of the purchase sum; 1/3 will be due before delivery and the remaining amount within 30 days of the invoice date.

### 5. Time of delivery

The delivery times are non-binding. Delays in delivery will not entitle the purchaser to withdraw from the contract. Delays in delivery do not entitle the customer to claim for compensation. In cases of force majeure or the closing down of the supply factories – for reasons of strike, fire or other disruptions – the fulfillment of the order may be suspended or at least partially cancelled.

### 6. Shipment

Shipments will be made at the risk of the customer. Products lost or damaged in transport will be replaced by us only on the basis of a new order against invoicing of the respectively valid prices. We must be notified in writing of any deviations from the delivery slip or the invoice without undue delay, at the latest within 8 days after receipt of the shipment.

### 7. Return acceptance

Custom products or products which have been further processed by the customer may not be returned. Standard replacement items will only be accepted for return if advance notice is given and these will be credited after deduction of any expenses incurred.

### 8. Guarantee

The supplier will extend a guarantee of one year to the customer for all parts starting from the date of the invoice; for continuous operation the guarantee will be for 6 months. Within the scope of this guarantee and upon written request by the customer, the supplier undertakes to repair or replace at its discretion all parts which are verifiably defective as a consequence of material or processing faults. Excluded from the guarantee is damage due to natural wear and tear, inadequate maintenance, disregard of operating instructions, excessive use, unsuitable operating materials, chemical or electrolytic influences, inadequate construction and installation work not carried out by the supplier, and also damage due to other reasons which are beyond the supplier's responsibility. Any guarantee obligation of the supplier in excess thereof, in particular for damage compensation and dissolution of the contract, is hereby waived.

### 9. Place of jurisdiction: Wallisellen, Canton of Zurich