



General conditions of tender, sale and delivery

1. *Application:* All our sales, deliveries and projects are governed in every respect by these conditions unless the latter have been altered or supplemented by agreements in writing.

2. *Tenders:* Our tenders are limited in time, either in accordance with legal regulations or in conformity with special indications in the tender itself. Our tenders are confidential in nature and may be handed over for examination only to persons who actually deal with our tenders.

We reserve right of ownership and copyright in respect of all drawings, blueprints, schemata and cost estimates. In the event of relevant orders not ensuing, these documents are to be returned to us at our request.

3. *Prices and terms of payment:* Prices are to be understood as being in Swiss francs ex our factory, exclusive of costs of despatch, transport, insurance and packing. Invoices shall be payable net, without any deduction whatsoever, at the end of the month following the invoice date. In the event of a substantial change in the factors decisively affecting the make-up of our prices, particularly in the case of currency changes affecting supplies from abroad, we reserve the right to make an appropriate adjustment to our prices relating to deliveries not already made. In such case, we should inform the client as quickly as possible.

4. *Packing, despatch and transport costs:* In the absence of special arrangements, the method of packing and despatch shall be at our option.

5. *Times for delivery:* We shall at all times make every effort to adhere to the carefully calculated times for delivery that we have stated, even in the case of unforeseeable difficulties. We cannot, however assume any legal responsibility in this connection. This applies particularly to cases of force majeure and to strikes.

The adherence to times for delivery shall also be dependent upon the client adhere in punctually for his part to any obligations such as, for example, the provision of specifications.

6. *Force majeure:* Also deemed to be cases of force majeure within the meaning of this contract shall be serious circumstances occurring through no fault of ours, such as for example the total or partial closing down of supplying factories, mobilization, outbreak of war riots, fire, prohibition of imports or exports or a substantial increase in customs duties.

7. *Exporting:* Exporting may be undertaken only with our consent in writing. This applies particularly to products the export of which is prohibited by virtue of an embargo by the Swiss government.

8. *Guarantee (warranty):* Our guarantee shall come into effect on the date of despatch or upon completion of the installation. It shall cover all defects occurring within the agreed period of guarantee that provably have their origin in defective materials or faulty manufacture. Our guarantee shall be restricted, however at our option to the replacement or repair of the defective products or components, or to the reimbursement of the invoice value of products or components not replaced. Any more extensive guarantee, in particular in respect of so-called consequential loss, is excluded.

We can accept no responsibility for any alterations or repairs that are not carried out by our own specialists or by specialists designated by us.

9. *Complaints (notices of defects):* All perceptible defects are to be notified to us by the client or purchaser immediately upon receipt of the delivery. In the event of hidden defects not becoming apparent until later, then notification thereof must be effected immediately after their discovery. In the absence of such notifications, the delivery shall be deemed to be accepted. Consignments damaged in transport must be accepted with a proviso. The damage must be immediately pointed out to the carrier concerned for the purpose of a factual record and the safeguarding of all rights.

10. *Erection and installation:* If a piece of equipment is to be erected or installed by us, then the client shall be responsible for the necessary preparatory work being carried out so that the erection or installation can be commenced without hindrance.

The client shall also make available in due time and at his own expense the necessary auxiliary persons and materials for the erection or installation.

11. *Drawings, weights and dimensions:* In the case of projects in accordance with drawings, we reserve the right to deviate from drawings, weights and dimensions and also from construction documentation submitted previously if this is considered to be expedient in the course of the execution of the order and the client has been consulted beforehand.

12. *Retention of title:* We retain the right of ownership of all products sold until receipt of the full purchase price and we shall be entitled to take steps for an appropriate entry to be made in the register of ownership-proviso agreements.

13. Place of performance and jurisdiction shall be Schaffhausen, Switzerland.

Our contracts shall be governed by Swiss law.

Our company will at all times make every effort to settle any disputes with its clients out of court and by mutual agreement.