

### 1. The scope of contract

The supplier's offers are not binding. A delivery contract becomes effective only when the order is confirmed by the supplier.

All orders accepted by the supplier are subject to this general conditions, except that a written agreement or the legal regulations provide otherwise.

### 2. The scope, method of implementation and place of delivery

An order confirmation specifies the scope and implementation method of delivery.

If the supplier produces a special version of the products in whole or in part to the recipient's order, the characteristics of the products will meet the description provided by the recipient, while the recipient is, *inter alia*, to specify the method in which the effect is intended to be obtained.

It is allowed to make changes in the order confirmation, unless they change the functions to be met by products. However, the supplier is not obliged to make the requested changes in case the products have already been produced or delivered.

The supplier's premises is considered to be the place of the receipt of the products, unless the arrangements between the parties or the nature of transaction state otherwise.

The risk from the delivery passes to the buyer by the time of dispatch. This principle also applies to cases where the delivery is carried out in stages and where the agreed terms differ from the General Conditions of the Transaction.

### 3. Documentation

The recipient is entitled to one copy of the user's documentation of the product basic version. The supplier may charge the recipient the costs to draw up the documentation in additional languages.

### 4. Obligation to inform the supplier

The recipient is obliged to inform the supplier at the right time about specific technical conditions. The recipient is also obliged to inform about the laws, local regulations and others which are in force at the point of destination and are relevant to the structural type and the use of the product.

### 5. Dates, deadlines

Deadlines are binding only when they are agreed in writing. The date of delivery may be changed when:

- a) the supplier does not receive on time the data needed to supply or the recipient change them after the conclusion of the contract;
- b) the recipient has failed to comply with its obligations under the agreement, in particular, would not honour the payment terms;
- c) there are circumstances beyond the supplier's will, such as natural disasters, mobilization, war, uprising, epidemic, contingencies, significant disruptions in production, conflicts with the employees, delay and disruption in the supply of subcontractors or official restrictions.

The supplier can provide and charge partial deliveries.

The goods according to a specific order must be collected at most within six months from the first part of the delivery, unless the written agreement states otherwise. After that period, the supplier has the right to take the goods back and to have the expenses refunded.

In the event of any delay in delivery, the recipient fixes additional date of delivery. If the supplier fails to comply with its obligations within the additional period, the recipient has the right to abandon the delivery or to withdraw from the contract.

### 6. The receipt

Unless there are other receipt procedures agreed, the recipient has to check the delivered product itself and to report in writing any identified product defects. If the recipient fails to report defects within four weeks from the date of delivery, the goods are considered to be fully operating and the delivery is considered to be accepted.

The recipient is obliged to inform in writing the supplier about any defects that are revealed during the warranty and were impossible to find even while a thorough control at the time of delivery. Otherwise the supply is considered to be accepted without defects.

### 7. Warranty

The supplier guarantees the supply of products in faultless technical condition.

The supplier commits to repair defects or to exchange all indisputably rejected or useless products independent if the products show material-, construction- or production-failures.

Defects and faults for which the supplier is not liable are excluded from the warranty. Such as usual wear and tear, force majeure, improper use, the interference of the user or third parties, excessive load, inadequate equipment and extreme environmental conditions.

The supplier chooses either its own premises or the recipient's ones to meet its warranty obligations. The recipient is obliged to provide complete access to its premises. The recipient is charged expenses of disassembly, assembly, transportation (DDP CH-6440 Brunnen), packaging, travel and stay. Exchanged parts remain in possession of the supplier.

When defects cannot be repaired the recipient may request compensation for proven direct damage, limited to 20 percent of the value of the defective product. Further claims by virtue of warranty are excluded. In particular, the recipient cannot renounce the contract or demand compensation for indirect damage.

Where the laws do not require otherwise, the warranty period is twelve months from the date of delivery.

### 8. Supplier's liability

In cases, where the suppliers fault is proven, the supplier is liable under the commercial general liability policy for personal injury and property damage. Other claims are excluded.

### 9. Disposal

The recipient is responsible for the disposal of decommissioned equipment in accordance with the provisions in its country.

### 10. Prices and terms of payment

Prices are indicated in Swiss francs, unless otherwise stated. Prices do not include Value Added Tax, customs duties, the costs of transportation, packaging, insurance, installation, commissioning, training or assistance to the user. Net payment within thirty days from the date of invoice is demanded.

The recipient is allowed to charge a counterclaim only in the case of obtaining the written consent of the supplier or after the submission of a final judgement, even if the claim arises from the contract or its dispute.

### 11. Property reservation

The delivered goods remain the property of the supplier until all payments are settled by the recipient.

### 12. Applicable law and jurisdiction of the court

The present regulation is subject to Swiss law.

Responsible for the jurisdiction is the court at the seat of the supplier. However, the supplier may apply to the court at the recipient's seat.

**Josef Betschart AG**