

# General Terms and Conditions

## 1 General

The following General Terms and Conditions shall govern all of our deliveries and services unless any agreements stating otherwise are expressly confirmed by us in writing.

Any open-ended offers shall expire 40 days following the date of the offer. Any offer may be cancelled up to the date on which confirmation of acceptance has been sent.

Following conclusion of the contract, we shall be entitled to cancel the contract if the service cannot be rendered by us or our suppliers, or it is no longer reasonable due to a change of circumstances.

The buyer shall point out to us any legal, regulatory and other provisions that are to be complied with in performance of the contract.

Any placing of an order shall imply acceptance of the written provisions contained in our offer or received in printed form.

## 2 Prices

Our prices are strictly net. Goods are shipped for the account and at the risk of the buyer.

Our prices are always based on the customs duties, exchange rates and other fees in effect at the time of the order. If these rates change, we will bill any actual import costs incurred on the date of delivery, even in the event of delayed delivery. We also reserve the right to adjust prices if wage rates or the price of materials change between the date of the offer and the contractual delivery.

In respect of catalogue items, the price lists in effect when the order is received shall apply.

## 3 Delivery deadline

Any specified delivery times shall be approximate. They only begin to run once all necessary technical issues have been resolved and following receipt of agreed deposits. The delivery date applies for delivery ex manufacturing plant.

Any agreed delivery deadlines shall be extended in the event of unforeseen obstacles that we are unable to prevent, despite the use of all due diligence. Such obstacles may include, but are not limited to, any delayed or incomplete delivery by sub-suppliers, loss or damage during transport, the exclusion of important parts, disruption of operations, serious accidents, epidemics, government measures, war, riots, power failures and lack of personnel, etc.

The buyer shall not be entitled to any compensation for direct or indirect damage due to late delivery nor to cancel an order if the delivery deadline is not met.

## 4 Terms of payment

Payments shall be governed by the terms set out in the offer or order confirmation.

Any partial deliveries are to be paid as stand-alone transactions.

Default interest in the amount of 4% above the prevailing bank rate of the Swiss National Bank shall be applied to any late payments. Any reduction or holdback of payments because of complaints, claims or counterclaims not accepted by us are not allowed. Payment shall also be made in the event that minor parts are missing, but use of the delivery is possible, or in the event the delivery needs reworking.

Any default in payment shall entitle us to cancel the order and to demand the return of any goods already delivered, and we reserve the right to claim damages.

## 5 Reservation of ownership

Any material delivered by us shall remain our property until payment in full has been received. The buyer undertakes to assist in any measures required to protect our ownership.

## 6 Technical documentation

Any technical documents such as drawings, descriptions, diagrams and similar, as well as any information with respect to weight, are only approximate; we reserve the right to make any necessary modifications.

Any technical documentation shall be deemed to be our intellectual property. Same may not be used for in-house production, personal use or the use of third parties, nor brought to the attention of or made available to third parties without our written consent.

If an order is not issued or is issued to a third party, any plans, drawings and other documentation submitted shall be automatically returned.

## 7 Warranty and liability

In general, our warranty extends to the warranty period of the manufacturer of our equipment, calculated from the date of shipping.

In the absence of any special agreements, the warranty is valid for a period of 12 months calculated from the date of delivery if operation does not exceed 10 hours a day, or 6 months if operation exceeds 10 hours a day.

Our warranty obligation applies only to our direct customer.

At our discretion, we will as soon as possible either repair or replace any parts that break or become unusable during the warranty period as a result of faulty design, shoddy material or manufacturing defects.

We shall not be liable for any defects if:

- a) the buyer does not meet its payment obligations;
- b) the equipment was improperly handled by the buyer or the user, or was used under conditions for which it was not designed;
- c) damage occurs that was caused by force majeure, through natural wear and tear or other factors such as corrosion, overheating, faulty maintenance;
- d) the buyer or the user does not grant us a reasonable period of time for repair or exchange.

We will bear only the expenses incurred to repair or replace the defective parts in our factory. If the defective parts cannot be repaired or replaced in our factory for reasons beyond our control, any additional costs incurred as a result shall be paid by the buyer. In the event that rectification work is carried out at the place of destination, the buyer shall provide the necessary support personnel and the required equipment. We may request that any replaced parts be returned to us.

The warranty shall lapse completely if the buyer or any third parties carry out modifications and repairs without our consent and if any failures and defects are not immediately reported in writing.

Any claims by the buyer in excess of the above warranty obligations, such as damages for any operating loss, lost profits or for accidents or consequential loss or damage caused by accidents, shall be specifically barred.

## 8 Transport, insurance and packaging

Transport shall be for the account and at the risk of the buyer even if carriage is prepaid.

We will only conclude a transport insurance if the buyer, at the cost of the buyer, expressly requests same in a timely manner.

The buyer shall immediately direct any complaints in connection with the transport to the last carrier once delivery has been made or shipping documents have been received.

The packaging will be done by us using all due care. Unless expressly included in the price, the packaging will be invoiced at cost and not taken back, unless there is an express agreement stating otherwise.

## 9 Installation

Our general terms and conditions respecting installation shall govern installations carried out by our personnel.

## 10 Acceptance and completion of delivery

Any delivery by us is inspected in accordance with our inspection requirements and shall be deemed to be completed, subject to the general warranty, on the date on which it is ready for shipment.

The buyer shall inspect the delivery within a reasonable period of time and shall promptly advise us in writing of any defects for which we are responsible under our contractual obligations. If the buyer fails to do this, the delivery shall be deemed to have been approved.

Installation and start-up of the items delivered by us or installed equipment shall be carried out in accordance with separate agreements.

If a delivery proves to be not in accordance with the contract, the buyer must immediately provide us with the opportunity of remedying the defect. The buyer shall have no further rights that are based on defective delivery, in particular, but not limited to, no right to claim damages or cancel the contract.

## 11 Place of performance and jurisdiction

The place of performance for deliveries and for payment shall be Remigen/AG. The place of jurisdiction shall be Baden/AG. In any situation not covered by a provision in any special terms and conditions or the General Terms and Conditions set out above, Swiss law shall apply.

## 12 Validity

These General Terms and Conditions of Delivery shall govern our deliveries and services even if they are contrary to the terms and conditions of the buyer. Any amendments and special agreements shall only be valid if confirmed by us in all cases in writing.

Place of performance	Remigen / AG
Place of jurisdiction	Baden / AG

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