

# General conditions of sale and delivery (valid from 01.01.2005)

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## 1. Purpose

These general conditions of sale and delivery apply in addition to the specific sale agreement and regulate the business transactions between you and us.

## 2. Agreement

The sale agreement is normally concluded by us in the form of a written confirmation of order. Our confirmation of order is determinant for the scope and execution of the sale. Written confirmation may be in the form of letters, drawings, plans, faxes, e-mails and other forms of communication that provide proof in text or pictures.

## 3. Technical documents

Technical documents, such as drawings, descriptions, pictures and the like, unless we have expressly described them as binding, are only indicative; we reserve the right to make modifications.

Technical documents may be used only for the operation and servicing of the product, and not for making the product or its components. You must treat them as confidential and not copy them nor make them accessible to unauthorised third parties.

## 4. Use

You are responsible for the installation and use of our products as well as their combination with other products. When doing this you must exercise the necessary care and observe all our instructions (and those of our subcontractors).

If special statutory, official or other regulations or special framework conditions apply in the place of use, you must make us aware of them before the contract is concluded.

You are obliged to pass on to the user in suitable form all information relevant to safety.

## 5. Prices

The prices are generally given in Swiss francs, net payable 30 days after the date of the invoice. Not included are the value-added taxes, duties and fees as well as the costs for packaging, transport, customs duty, assembly, installation, preparation for use, inspection and acceptance and insurances. We hereby inform you that price lists and catalogues may be amended at any time.

## 6. Terms of payment

We define the terms of payment in the concluded agreement. We may make partial deliveries. These are to be paid for according to the scope of the individual partial deliveries. You must meet the dates for payment even in the event that the delivery, assembly, installation, preparation for use or acceptance is delayed for reasons for which we are not responsible.

You are not allowed to reduce or hold back payments in the event of complaints. You may offset against counter-claims only with our written consent. In the event of delayed payment, we will invoice you without further reminder, applying the current bank interest rates and if applicable any further accrued costs.

## 7. Delivery times

Delivery times are binding only if they are assured in writing. They will be extended by a reasonable period if you do not send us the necessary information, or if you have not kept up with your obligations, or obstructions occur that are beyond our control, such as acts of God, civil unrest, epidemics, accidents and illnesses, serious operational malfunctions, industrial unrest, delayed or incorrect deliveries or actions by the authorities.

In the event of delays, you must give us a reasonable period for later fulfilment. A delay in delivery does not entitle you to damages or a contractual penalty or the annulment of the contract. If the delivery is delayed or made impossible for reasons for which we are not responsible, we will store the product at your expense and risk.

## 8. Transfer of use and risk, and transport

Unless otherwise agreed, the place of fulfilment is our works in Brienz, Bern Canton, Switzerland. Use and risk are transferred to you on dispatch of the delivery, or on storage due to delayed or non-performed acceptance. Transport is at your cost and risk. We select the most appropriate dispatch type in each case. Please address complaints directly to the transporter. You are responsible for arranging and paying for transport and other insurances. At your request, we will conclude the necessary insurances at your cost.

## 9. Retention of title

The delivered or stored product remains our property until full payment of the purchase price.

## 10. Receiving inspection

Immediately after receipt, check the delivered products for identity, quantity, transport damage and delivery documentation. As soon as possible, check the products for other defects. Any defects must be indicated in writing immediately after discovery.

## 11. Warranty

Assuming the products are used for the intended purposes (in accordance with the instruction manual), we provide a warranty for the freedom from defects and defect-free functioning of the supplied product for a period of 12 months after the date of supply.

Defects that occur during the warranty period will be rectified by us without charge if you have reported them to us within the specified period and by the specified means and you have not caused them nor been responsible for them. As a rule, we will rectify the defects at our premises, or exceptionally, when this is impossible or is not desired by you, at your premises or at the place of use. For works to be performed at our premises, return the product to us at your cost. For works to be performed at your premises or at the place of use, we will invoice you for travelling, attendance and other costs. You must ensure that we have access, that the system is switched off and the data are saved, and that competent specialist personnel and the necessary infrastructure are made available. Further claims arising from defects are excluded, in particular claims for material damage, loss of profit and other economic losses.

## 12. Other terms and conditions

Other terms and conditions, for example your own, are valid only if we have agreed to them in writing.

## 13. Applicable law and place of jurisdiction

Our legal relationship is governed by Swiss law. The place of jurisdiction is Brienz, Bern Canton, Switzerland. We may also refer the matter to the court in the place of your domicile.