

### **1. Area of application**

These provisions serve as the basis for transactions between CONFECTA AG (hereafter referred to as "CAG") as supplier and the client (hereafter referred to "Client"), unless the client refuses in writing immediately after receipt. These conditions are also valid for each individual order within the framework of all business transactions between the parties. Any agreements between the parties that differ from these GBC must be made in writing in order to be valid; otherwise the provisions of Swiss law apply.

### **2. Offers, diagrams, descriptions, etc.**

Diagrams, descriptions, wire diagram and offers etc. remain the property of CAG. They may not be made accessible to third parties, nor copied in order to be manufactured by the client. By the same token, equipment delivered and facilities may not be used to produce workshop diagrams or for production carried out by the client. Copyright belongs to CAG in all cases. Our offers are binding for 30 days unless another time period is stated in the offers.

### **3. Prices and conditions of payment**

The prices are in principle exclusive of VAT, packaging, transport and insurance costs ex works. Transport costs are to be borne by the client. CAG reserves the right to change the prices if between the date of the order and the time of delivery price supplements are applied by suppliers, if there is an increase in taxes, customs duty, an increase in transport costs, significant exchange rate changes etc. When the payment deadline has expired, arrears occur without any notice being given. The late payment rate is 8 %. Cheques and bills of exchange are only valid once actual payment has been made. If significant parts of the order are missing or guarantee claims are made to CAG, there is no justification for the postponement of such payments. In the absence of acceptance, full payment or the remaining sales price becomes due immediately.

### **4. Fulfilment of delivery, transport**

**The place of fulfilment for the delivery and payment is the headquarters of CAG for both parties.**

The benefits and risks of the delivered goods are transferred from the premises of CAG to the client upon leaving CAG (or the supplier for direct deliveries). This also applies if carriage or free delivery for the items is agreed to. The transport is at the risk of the client. It is the responsibility of the client to supply the necessary instructions and information for the transportation of the goods. In cases of default, CAG will take at its own expense any additional precautions with regard to transportation of the items.

### **5. Checking and inspection of the delivery**

The client must check the delivery within 8 days of receipt and make an immediate claim if any defects are discovered. Any claims due to incomplete or incorrect deliveries must also be made within this time period. If the client fails to do so, the delivery is deemed to have been accepted. Parts that due to material or manufacturing defects are not usable will be replaced with parts of our choosing or repaired.

### **6. Delivery deadlines**

The delivery deadlines given in our offers are to be taken to mean as of receipt of the order. The delivery deadline is deemed to have been respected if the delivery is ready for dispatch at the factory within this deadline. We will endeavour to respect the delivery

deadlines given in the order details. These are however not binding and if they are exceeded there are no grounds for indemnity claims or withdrawal of the order.

### **7. Cancellation of orders**

The orders may only be cancelled with express written consent. Claims against a delivery do not constitute grounds for the cancellation of items outstanding on an order. We are authorised to renounce delivery obligations if the financial situation of the client worsens considerably or turns out to be different from that presented to us.

Also in case of amicable cancellation of an order, the client shall pay a reasonable compensation to CAG, except CAG is responsible for the cancellation. The compensation shall cover all project specific material costs plus all order-related labour costs that had accrued up to the date of cancellation. Furthermore the compensation shall cover any other costs and expenses of CAG which arise at its suppliers and/or subcontractors due to the cancellation.

### **8. Scope of guarantee and service**

CAG provides a guarantee against all defects occurring within the guarantee period of 12 months, as long as the period for making a claim is adhered to in accordance with N° 5 and there is evidence of defective material or substandard manufacture. The guarantee period begins when the goods leave the premises of CAG (or the premises of the supplier in the case of direct delivery). The guarantee provision, if desired by CAG, is limited to repair, to the delivery of a replacement, or an appropriate reduction in price. Claims for damages for direct or indirect consequential damages are expressly excluded. The guarantee period for the main delivery is not extended if individual work is carried out under the guarantee. CAG will not provide a guarantee for used objects and parts, materials not delivered by CAG, assembly work not carried out by CAG nor for objects to which modification were made by the client or a third party; for damage of any kind that is due to normal wear and tear, incorrect or rough handling, excessive stress placed upon the items, inappropriate use, operation or maintenance, accident or force majeure, or through not following the instructions.

### **9. Ownership**

CAG reserves the right to ownership of the delivery item until full payment of the invoice has been made. It is authorised to have this right of ownership recorded in the relevant property right register. If the client defaults on payment, CAG may retrieve the items in accordance with the legal provisions.

### **10. Exclusion of further liability**

The claims of the client are governed exclusively in these "General Business Conditions". All claims not expressly made for damages, reduction, cancellation of the contract or withdrawal of the contract, are excluded.

### **11. Competent court and applicable law**

**The place of fulfilment and the competent court for both parties is the headquarters of CAG.** The legal relationship is subject to Swiss law, and expressly excludes the Vienna Agreement of 11 April 1980 on the international sales of goods.

Sulgen, October 2013