



## General Terms And Conditions of Sale And Delivery

The deliveries take place exclusively on the basis of the following terms and conditions whose content is acknowledged upon order placement and, in particular, upon acceptance of our offers, order confirmations and invoices. Supplementary agreements require the written form. Item 10 also applies when no contract is entered into.

### 1. Prices

The prices offered can be maintained when the qualities and quantities stated in the offer remain unaltered and undiminished. The prices are calculated on the basis of the applicable costs on the day of the offer. We therefore must reserve the right to adjust the prices to the new conditions in case of a substantial change of the circumstances governing the price definition, including deliveries that have not yet been carried out. Offers are made free of any commitment; they only become binding for us following their acceptance by us. The prices are exclusive of VAT.

### 2. Carriage, postage, packaging, minimum quantity surcharge

Delivery is normally from our domicile with freight costs openly charged in the invoice. Carriage will be performed to your specifications. Otherwise by the most advantageous and fastest means to you. Packaging is included in our prices.

No discounts will be granted on minimum orders below CHF 100.00.

In addition, a minimum quantity surcharge to the order value, excluding VAT, will be invoiced in accordance with the following breakpoints.

<b>Amount from</b>	<b>Surcharge</b>
CHF 0	CHF 60.00
CHF 10.00	CHF 50.00
CHF 20.00	CHF 40.00
CHF 30.00	CHF 30.00
CHF 40.00	CHF 20.00
CHF 50.00	CHF 10.00
CHF 60.00	no surcharge

### 3. Blanket orders can be entered into

The following terms and conditions apply to blanket orders:

- Duration: 12 months from 1st delivery. At the longest, 14 months from placement of order.
- If the duration is exceeded then a price surcharge of 12% of the invoice amount for storage and logistics costs will be invoiced.
- The goods will be stored for a maximum period of 6 months in excess of the duration.
- Subsequently, the goods will be delivered to the delivery address at adjusted costs.

### 4. Use and risk

The goods are transferred to the customer upon dispatch. Sampled offers will only be taken back within 8 days of the receipt of goods. In the case of credit notes for returned and already invoiced goods, postage will not be credited if our company is not at fault. Consignments with any transport damages are to be accepted provisionally and to be reported to the relevant transport agency for the purposes of establishing the facts within the legal time limit.

### 5. Specially designed products

For orders that are not based on listed or quoted prices, the customer explicitly accepts pricing according to the result. Manufactured moulds and tools remain our property.

### 6. Scope of delivery obligation

The expected delivery date is quoted without binding effect; we will make our best effort to adhere to it. In the event of force majeure as well as other circumstances not caused by us, we reject any claims for the replacement of deliveries that were not performed or performed late. In particular, force majeure is deemed to be the total or partial closedown of our supply factories, mobilisation, war, strike, fire, the coming into force of import prohibitions and contingencies or a substantial increase of import duties.

### 7. Payments

The invoices are payable net only within 30 days if not expressly agreed otherwise. After the 30 days have elapsed our company will be entitled to declare the customer as tardy by setting a payment period and, commencing with the expiration of this period, to claim interest on arrears and expenses.

### 8. Reservation of proprietary rights

The material supplied by us remains our property until complete receipt of the agreed purchase price even if no special reservation of proprietary rights was stipulated in the purchase contract.

9. Warranty, quality control

We warrant the quality of our goods only in as far as we will remedy manufacturing or material faults occurring during the contractually agreed period of time by repair or replacement delivery at our discretion. We do not accept claims for damages, rescission of purchase or reduction of the purchase price. Notices of defects must be given immediately upon receipt of the goods or no later than 8 days. In the case of hidden defects, notice of defect must be made immediately after the discovery of the defects.

10. Guarantee

Due to the many application options outside our control we cannot give a guarantee on the service life of our products. We grant the manufacturer's guarantee on the parts sold by us.

11. Copyright, patent and trademark law

Patent and trademark rights as well as know-how and knowledge based on practical experience, as also expressed in drawings and descriptions, remain our property. It is not permitted to reproduce, use or transfer these to third parties without our express permission.

12. Jurisdiction

For all disputes arising from the contractual relations between our customers and our company it is deemed tacitly agreed that the courts which the supplier is subject to at his place of business shall have local and factual jurisdiction.

Oberbüren, 01 June 2009/GL