

# General Terms and Conditions of Delivery

## 1. Conclusion of contract

The conclusion of the contract becomes effective upon our written confirmation of an order or upon the on-schedule written declaration of acceptance by the purchaser of our unchanged original offer.

We reserve the right to request an advance payment on the purchase price. In the event that an advance payment is requested, the conclusion of the contract is only effective once the advance payment of the strictly net amount requested, i.e., without cash discounts or other deductions, is duly made payable in Swiss Francs for our free disposal at our domicile.

## 2. Scope of delivery

The order confirmation is authoritative for the scope and execution of delivery. Goods and services not included therein must be agreed in writing and paid separately.

## 3. Period of delivery

The period of delivery starts with the date of the written order confirmation or upon receipt of the order under the terms of our unchanged original offer. The period of delivery does not start or is extended appropriately

- if we do not receive the technical and commercial information on time or if such were subsequently modified by the purchaser with our approval;
- in the event of delayed delivery by our suppliers;
- if, in the absence of any fault or negligence on our part, any kind of event occurs which affects the orderly progress of work for the completion of the order;
- if the purchaser is in arrears with the work to be carried out by him or with the performance of his contractual obligations.

If the non-observance of a delivery date is not due to any exclusive fault on our part, the purchaser shall not be entitled to terminate the contract or to claim damages as a result. Acts of God release us from our contractual delivery obligations without additional claims on the part of the purchaser.

## 4. Transfer of enjoyment and risks, transport costs

Enjoyment and risks are transferred to the purchaser at the latest when the merchandise leaves the supplier's premises (this also applies to carriage-paid deliveries).

In the event that the delivery is delayed or made impossible for reasons beyond our control, we have the right to store the merchandise at our or third-party warehouses for the account of and at the risk of the purchaser.

Transportation is carried out by us for the account of the purchaser.

## 5. Packaging

The packaging is invoiced at cost price and only taken back by prior agreement.

## 6. Inspection and notification, forfeiture of warranty claims

The purchaser undertakes to inspect the delivery to the best possible extent within 14 days at most following the transfer of risks and to promptly report in writing any defects discovered. Should he fail to do so, the merchandise is considered as approved. Any defects established later but within the warranty period are also to be communicated without delay in writing since otherwise the merchandise shall be considered as approved also with regard to these defects.

## 7. Warranty

For delivery defects due to material or manufacturing faults, we give a warranty for a period of 12 months with single-shift operation as from the transfer of risks for the repair or replacement of defective parts or a credit note at our discretion.

We shall only bear the costs for the repair or replacement of the defective parts at our factory. If the defective parts cannot be repaired or replaced at our factory, all the additional costs resulting from such are to be borne by the purchaser. Should the complaint not be justified, all costs shall be borne by the purchaser. Defects caused by natural wear and tear, poor maintenance, disregard of user instructions, excessive stress and/or incorrect actions, especially by third parties, are specifically excluded from the warranty. Defects resulting from the non-observance of instructions issued by us following receipt of the notification of defects are also excluded.

**Claims by the purchaser over and above this warranty on account of delivery defects, in particular for indirect and consequential damages (including lost profit), payment retention and contract termination as well as for damages caused by the use and the installation of the products are expressly excluded.**

## 8. Pricing

Our prices are to be understood as net prices excl. VAT and unpackaged dispatch ex-works. For customers within Switzerland, the prices are net prices plus VAT and apply to unpackaged dispatch ex-works.

We are entitled to apply price adjustments if, with our approval, the purchaser makes changes after order confirmation regarding quantity, material or execution or extends the delivery date or when the material or execution requires changes since the documentation supplied by the purchaser did not comply with the actual circumstances or was incomplete.

Tools shall in every case remain the property of Mikrop AG, even when the customer is charged for tool expenses.

## 9. Payment

Our invoices are strictly net and payable within 30 days without cash discounts or other deductions, in Swiss Francs for our free disposal at our domicile.

Withholding or reduction of payments on account of complaints or for the settlement of counterclaims is not permitted.

In the event that credit periods are exceeded, we shall charge interest of 5% on arrears (additional damages reserved).

## 10. Intellectual property

We retain the right of ownership and sole copyright to any documents such as drawings, plans and illustrations prepared by us. The documents may not be reproduced or made available to third parties without our express permission.

The documents are to be returned at our request as soon as they are no longer needed by the purchaser in connection with the specific project.

## 11. Reservation of title

The merchandise supplied by us remains our property until full payment and we are entitled to registration in the retention of ownership register until full payment has been made.

In the event that the reservation of title is not effective in the above form in accordance with the laws of the final destination, the purchaser undertakes to co-operate in establishing a security right in accordance with the prevailing national law in his country.

## 12. Regulations at place of destination

If the place of destination is outside Switzerland, the purchaser undertakes to duly inform us in good time of possible mandatory regulations applicable to execution, installation or operation. Should the purchaser fail to or insufficiently meet such information obligation, any delays or adjustments shall be borne by him.

## 13. Place of performance, place of jurisdiction, applicable law

The place of performance and place of jurisdiction for all obligations arising from the legal relationship between the purchaser and us is exclusively at the location of our Head Office in CH-9301 Wittenbach, Switzerland. The ordinary courts of law are competent.

The legal relationship is exclusively governed by Swiss law. International sales law is not applicable.

## 14. Validity of the General Terms and Conditions

These general terms and conditions of delivery are valid if nothing otherwise is stated in the offer or in the order confirmation. Diverging terms by the purchaser are only valid subject to prior agreement by us in writing.

## Mikrop AG

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