



## General terms and conditions

### 1. General

All deliveries are subject to our terms and conditions, covering deliveries, general business actions and transactions as well as payments. Divergences of all kind require our written consent. The purchaser renounces on enforcing his own conditions of purchase.

### 2. Delivery

Deliveries are done ex-factory. The stated delivery times are of approximate nature. If deadlines cannot be met, an adequate extension period is set. A delay in delivery does not entitle to withdraw from the order. Deliveries are at the risk of the buyer. The risk is transferred at the moment the goods are loaded to the carrier's means of transportation. Goods/shipments will only be insured upon specific request of the buyer and at the latter's expenses.

Non collected goods shall be stored at the expense and risk of the buyer.

### 3. Prices and Payment

Our prices are subject to changes without prior notice and are valid only after acknowledgement by ourselves. Quotations made on the basis of inaccurate information or incomplete records from the part of the customers do have target price character only. All invoices are to be paid within the stipulated period of time, normally 30 days. For new customers and customers with poor payment records, we reserve the right to ask for payment in advance. In such a case, the delivery time starts only at full credit of the invoice amount to our bank account. After a period of 30 days, reminder fees and arrears will be charged. The payment obligation is considered as fulfilled as soon as the due amount is at our free disposal at our domicile. Any type of deduction will entail an additional charge. The holding back of payments and/or the compensation of claims for which there is no written consent from our side will not be accepted.

### 4. Retention of title

We remain owner of the goods supplied until full payment is received. The buyer agrees to provide all necessary signatures for a possible registration of reservation of ownership.

### 5. Molds and tooling

Molds and tooling that were constructed by us or a third party, remain our property even if the cost of these molds or tooling are partially or in full taken over by the customer. The customer is not entitled to ask them to be handed out. We will, however, use these molds and tooling exclusively for goods ordered by the customer, handle them with care and keep them in our premises for a period of max. 5 years after last use. If there are costs resulting from the use, the according costs will be at the buyer's expenses.

### 6. Warranty and complaints

The warranty period is 12 months, starting with the delivery from our factory. The warranty expires prematurely if the purchaser or any third party alters or repairs the goods or if the customer fails – in the case of any

detected defects – to give us the opportunity to correct the defects. Complaints have to be addressed to us without any delay, at latest 1 week after the date of delivery from our factory and in any case prior to taking the goods into service. In addition to this we shall have the possibility to verify the customer's complaints. If alterations are carried out to the products supplied by us without our consent, be this by the customer or any third party, any liability will expire. Defects which can clearly be traced to a non-conform execution will be remedied by adequate reworking of the goods or by replacing them within the initially stated delivery time. For reworking the goods, a reasonable delay shall be allowed. In case the freight charges for transporting the goods from the customer to our factory and back to the customer will be at our expenses, we will take the liberty to choose the method of packing and the means of transportation. Replacement and/or reworking will only be granted up to the initially billed amount. Any compensation for possible direct or indirect damages exceeding the repair/rework of our products is expressly excluded. Also excluded are the expenses for the mounting/fitting and taking off of our products from the part/device they were mounted in as well as any penalties. If the customer asks for a partial execution of the job by a third party, we will accept no liability for this part of the job.

### 7. Complaints

Complaints of the purchaser are to be submitted in written form and shall be advised for obvious defects within 1 week after delivery. By negotiating a complaint, we do not renounce to the possible objection that the complaint was not timely, objectively unfounded or otherwise inadequate.

### 8. Technical documentation and production records

All documents such as quotes, plans, working drawings or calculations that were established for our customers remain our property with our property rights. The buyer agrees to use these documents exclusively for the co-operation with us. He shall not use them for own purposes nor hand them over to non-entitled third parties.

Drawings and other documents related to quotations shall be returned to us upon request.

### 9. Jurisdiction, applicable law, place of performance for all payment obligations of the buyer

Jurisdiction for all claims of the parties including those for bills of exchange and check complaints is also Fislisbach.

The contract shall be governed by Swiss law. Additional agreements must be in writing.

Fislisbach, January 2008