

General terms and conditions of sale of DELMECO SA

1. Offer and conclusion of contract

- 1.1. The present general terms and conditions of sale apply to all sales, supplies and other services (referred to hereinafter as 'the contract') between DELMECO SA and the customer. No amendments or additions to these presents or any other terms and conditions are binding unless DELMECO SA accepts them expressly in writing. The present general terms and conditions take precedence in particular over any terms and conditions of purchase or other terms and conditions of the customer. Should any of the provisions of these presents prove to be invalid, that will not affect the validity of the remaining provisions. The parties shall be bound to replace such invalid provisions by valid provisions which, in financial terms, meet the intentions underlying the original provisions.
- 1.2. No contract between DELMECO SA and the customer shall be deemed to have been concluded unless and until DELMECO SA confirms the order or delivers the goods. Contracts automatically infer that the customer accepts the present terms and conditions of sale.
- 1.3. Offers in Swiss francs (CHF) by DELMECO SA are binding for three months. No offers will be made in foreign currencies.
- 1.4. For the purposes of these contractual relations, the customer accepts that all requests, information, instructions etc. they furnish to DELMECO SA for the due performance of their order are tantamount to admitting liability for the invoice DELMECO SA issues subsequently, even if such communications are made by telephone, fax, e-mail, the Internet, handwritten note or other means.

2. Quantities delivered

- 2.1. As most of its tools have to be specifically made to order, DELMECO SA reserves the right to deviate from the quantity ordered as follows:
 - +/- 1 unit on orders for 1 to 9 units (but not less than one unit)
 - +/- 2 units on orders for 10 to 19 units
 - +/- 10 % on orders for 20 or more units
- 2.2. Invoicing shall be based on the quantity actually delivered and at prices agreed at the time the order is placed.

3. Delivery deadlines and conditions

- 3.1. Deliveries are made at the addressee's risks and perils from the moment they leave the Court works.
- 3.2. The delivery date is as stated on DELMECO SA's confirmation of order, and is the date on which goods will be dispatched by DELMECO SA.
- 3.3. DELMECO SA reserves the right to vary delivery conditions and deadlines as appropriate insofar as information the customer is bound to furnish to DELMECO SA does not reach DELMECO SA in time, or should any impediments occur at DELMECO SA or at any of its suppliers.
- 3.4. DELMECO SA reserves the right to rescind the contract should it no longer be able to make the goods on account of events occurring at DELMECO SA or any of its suppliers.

- 3.5. DELMECO SA cannot accept any liability for late deliveries. This specifically excluded, insofar as Swiss law provides, any actions for damages, termination of contract or reduction in price.
- 3.6. DELMECO SA reserves the right to settle an order on call at the due date without notifying the customer beforehand.
- 3.7. Goods delivered by DELMECO SA shall remain its property until such time as the invoice concerned is paid in full.

4. Price and payment terms

- 4.1. Prices are as shown on DELMECO SA's confirmation of order.
- 4.2. Prices are agreed to be exclusive of taxes and levies of any kind, customs duties and costs, for which the customer is liable. Any and all transport, insurance, import/export and packing costs shall be borne by the customer.
- 4.3. Payment is due at 30 days net in full from date of invoice unless agreed otherwise in advance.
- 4.4. DELMECO SA does not accept any terms and conditions of payment or delivery appearing on its customers' orders unless it confirms these in writing.

5. Complaints

- 5.1. The customer has 10 working days from receipt of goods in which to submit any complaints. Thereafter, the goods shall be deemed as accepted.
- 5.2. No goods subject to a complaint can be returned without DELMECO SA's consent.
- 5.3. No complaints concerning goods shall release the purchaser from its obligations to accept and make payment. If complaints prove justified, DELMECO SA may proceed to remedy defects in tools or deliver replacements at its discretion, and must be allowed reasonable time to do so. The customer may not reduce the price of the goods concerned or other orders.

6. Exclusion of liability

- 6.1. DELMECO SA's sole liability is to deliver goods ordered. Any liability for any consequential damages the purchaser suffers by reason of late delivery or imperfect condition, lost production, damage to machinery or equipment or loss of profits is excluded insofar as Swiss law allows.
- 6.2. DELMECO SA cannot be held liable for any non-compliance with any specific standard the customer is required to meet with regard to third parties.

7. Particular provisions

- 7.1. DELMECO SA reserves the right to invoice for special inspection reports audit invoices issued at the customer's request, and likewise for any specific development costs incurred at the customer's request.
- 7.2. DELMECO SA cannot accept any liability for any warranties, information or data which third parties furnish on behalf of DELMECO SA unless DELMECO SA confirms information those third parties communicate in writing.

8. Governing law and jurisdiction

- 8.1. The present relationship and the rights and obligations arising therefrom are governed by Swiss law (Code of Obligations). Specifically excluded is the application of the United Nations Convention on the International Sale of Goods of 11 April 1980 (Vienna Convention).
- 8.2. Sole forum for any litigation arising from or in connection with the present dealings is CH-2738 Court (Canton of Berne, Switzerland).