

**1. General terms**

- 1.1 General sales and delivery conditions of Krämer AG Bassersdorf, hereafter called <supplier>, are binding if not otherwise agreed in written form. Terms and conditions of the customer, hereafter called <purchaser>, are only applicable if accepted by the supplier explicitly and in written form.
- 1.2 All agreements and allegations relevant to the issue of the contracting partners require the written form to their validity.

**2. Offer and conclusion of contract**

- 2.1 Contract is concluded when the supplier after receipt of purchase order confirms its acceptance in writing by means of an order confirmation, under the condition that the order confirmation complies with the purchase order, respectively that the purchaser has accepted the order confirmation differing from the purchase order in written form.
- 2.2 Offer terminates after a limited period of time specified in the offer. Offer is valid as integral part of the contract if it is explicitly mentioned in the offer.

**3. Scope of supply**

- 3.1 Order confirmation is exclusively authoritative for scope and execution of supply, service, technical data and specifications. Material or services not included therein shall be invoiced in addition. Other sales documentation such as general sales documentation, brochures, homepage, technical drawings, etc. is not valid as integral part of the contract.
- 3.2 Changes compared to the order confirmation can be effected by the supplier if he is compelled thereto by external circumstances or if these changes result in an improvement from the supplier's view. The supplier shall inform the purchaser of such changes.

**4. Regulations in country of destination**

Purchaser shall advise the supplier of any legal, official, or other rules and regulations no later than at time of order placement referring to the execution of the supply and services, the operation, and the prevention of diseases and accidents.

**5. Prices**

- 5.1 Supplier's prices are net, ex works (EXW), and in Swiss francs (CHF), if not otherwise agreed. Packaging, transport, insurance, value added tax, assembly, installation and initial startup are not included in the price.
- 5.2 If conclusion of contract and delivery are more than 3 months apart the supplier has the right to align the prices confirmed in the order confirmation due to an increase of the costs relevant for the calculation under the condition that the purchaser is advised thereof.

**6. Billing and payment conditions**

- 6.1 Billing details for services and products used by the purchaser can be seen in the offer/order confirmation or the contract. Unless otherwise agreed payment terms are 30 days net effective from date of invoice.
- 6.2 Payment shall be made by the purchaser at domicile of the supplier without deduction of expenses, taxes, cash discount not previously agreed in written form, and any other fees.

**7. Retention of title**

- 7.1 Title remains with supplier until purchaser fulfills all payment obligations to supplier. Purchaser shall take all due actions required to protect title of supplier.
- 7.2 Supplier has the right to register retention of title under participation of purchaser.

**8. Delay of payment**

- 8.1 In case of delay of payment the supplier reserves the right to stop planned supply and is entitled to charge a late interest of Libor plus 5 % p.a.
- 8.2 In case of delay of payment the supplier is entitled to retrieve supplied goods at any time and without prior notification of purchaser. For this purpose supplier has the right to enter premises and real properties of purchaser.
- 8.3 In case of delay of payment the supplier has the right to charge claims against other credits at purchaser.

**9. Delivery terms**

- 9.1 Delivery terms begin with acceptance of order by supplier and after complete rectification of all technical details.
- 9.2 Delivery terms are appropriately extended if:
- specifications necessary for order processing are not supplied to the supplier in due time or if these are changed afterwards,
  - term of payment is not kept, letter of credit is opened too late, or necessary import licenses do not reach supplier in due time,
  - obstacles arise which supplier cannot avert in spite of application of reasonable diligence, regardless if obstacles arise at supplier, purchaser or third party. Such obstacles include without limitation incidences of force majeure, such as epidemics, mobilization, war, riots and civil commotion, considerable business disruptions, accidents, labor dispute, delayed or faulty sub-supply of necessary raw material, semi-finished or finished product, official directives or omissions, acts of nature (list not exhaustive).

**10. Delayed delivery**

- 10.1 Purchaser has the right to claim compensation for delayed deliveries if the delay has been demonstrably caused by the supplier and the purchaser can substantiate a loss as consequence of this delay. Compensation claim lapses if the supplier provides an appropriate replacement.
- 10.2 Delay compensation amounts to a maximum of ½ % for every full week of delay but not more than a total of 5 %, calculated on basis of the contract price of the delayed goods. The first two weeks of delay do not qualify for delay compensation.
- 10.3 In case of delayed delivery or services purchaser has no rights or claims other than the ones explicitly named in paragraph 10.1 and 10.2.

**11. Delivery, transport and insurance**

- 11.1 Supplier packs the product with care. Packing is charged at cost price.
- 11.2 Supplier must be advised in time of special requests regarding shipment and insurance. Transport is effected at the expense and risk of purchaser. Complaints in connection with the transport are to be made by the purchaser upon receipt of the consignment or the delivery documents without delay and addressed to the last carrier.
- 11.3 Insurance against damages of any kind is incumbent on purchaser. Insurance is to be paid by purchaser also if it is contracted by supplier.

**12. Verification and acceptance of delivery**

Purchaser unpacks the consignment and services immediately, checks it for completeness and sets it into operation according to the user instructions included in the consignment. Supplier is to be notified about eventual defects in written form. Should the purchaser fail to notify the supplier within 10 working days after receipt of the consignment or a partial delivery about the defect all functions are considered as completed and the consignment as accepted.

**13. Intellectual property**

- 13.1 All intellectual property rights concerning services and products of the supplier shall remain the property of the supplier or entitled third parties
- 13.2 Design, technical drawings, specifications and other technical and commercial information provided by the supplier are exclusively for the purchaser's use only and must not be disclosed in any form to other parties without prior written consent of the supplier.

**14. Confidentiality**

Both parties shall treat in strict confidence all matters which are not publicly known or generally accessible. If there is any doubt, this confidentiality requirement shall nevertheless be observed. The parties are obliged to observe this confidentiality clause both before the contract is signed and after the contractual relationship ends. This provision shall not affect either party's legal obligation to disclose information.

**15. Warranty and liability**

- 15.1 Supplier warrants products supplied by the supplier to be free of defects in material or workmanship.
- 15.2 Warranted characteristics are only those explicitly named as such in the order confirmation or contract documents. Characteristics are warranted at the latest until lapse of warranty.
- 15.3 In case of faulty products the purchaser can claim removal of the defect by supplier, or - if removal is not possible or reasonable – replacement during a period of two years from date of invoice.
- 15.4 Warranty expires prematurely if the purchaser or third parties undertake inappropriate changes or repairs or if the purchaser in case of defects does not take appropriate measures for loss minimization without delay and give supplier the opportunity to remove the defect.
- 15.5 No cover shall be provided for malfunctions which do demonstrably not origin in faulty material, construction, execution or other reasons which the supplier is not answerable for.
- 15.6 In case of faulty material, construction or execution as well as lack of warranted characteristics the purchaser has no rights and claims other than the ones explicitly named in paragraph 15.3.
- 15.7 All cases of violation of the contract and their legal consequences as well as all claims of the purchaser regardless of the cause in law for which they are placed are terminatively regulated in these conditions. In particular all claims on compensation for damages, reduction, cancellation or rescission of the contract not explicitly mentioned are excluded.
- 15.8 No liability for loss of production, loss of profit, loss of use, loss of contracts or for any consequential, economic or indirect loss whatsoever.

**16. Cancellation of contract**

Purchaser can withdraw from the contract only with explicit written consent of the supplier. In doing so, the supplier shall be refunded 30% of the contracted price before start of production or the appropriate amount according to the accrued costs for material and labor after start of production.

**17. Salvatory clause**

If one condition or one section of the contract is ineffective the other conditions and sections of the contract remain effective.

**18. Applicable law and place of jurisdiction**

The present contract is governed by Swiss law. Place of jurisdiction is the domicile of the supplier.