

## **General Terms of Sale and Delivery**

### **1 Applicability**

- 1.1 All our offers, deliveries and services are based on these General Terms of Sale and Delivery.
- 1.2 Any deviating terms and conditions of purchase of the purchaser which we do not acknowledge in writing in the order confirmation shall not be binding on us, even if we do not expressly object to them. Even in the event of written acknowledgement of the purchaser's purchasing conditions, clauses which extend our warranty and liability beyond the provisions of the Swiss Code of Obligations and/or provide for liability for consequential damage caused by defects shall not be applicable.

### **2 Offer and conclusion of contract**

- 2.1 Our offers are always subject to change. We expressly reserve the right to adjust prices following unforeseeable changes in the exchange rate between Swiss francs and foreign currencies. The contract is only binding upon receipt of our written order confirmation by the purchaser.

### **3 Terms of payment and offsetting**

- 3.1 If the customer does not meet the agreed payment deadline, we are entitled to charge interest on arrears of 5% with the first reminder. We reserve the right to assert further damages caused by default.
- 3.2 If the customer is in default with his payment obligation, we are also entitled to waive subsequent performance and to claim damages for non-performance or to withdraw from the contract and to claim damages for loss of the contract.
- 3.3 The offsetting of claims against our claims for payment is excluded unless the claims of the customer are recognised in writing or have been legally established.

### **4 Cancellation of order**

- 4.1 If Buyer's order is cancelled for any reason Buyer will pay epmodex for reasonable costs and expenses (including engineering expenses and all commitments to epmodex's suppliers and subcontractors) incurred prior to epmodex receiving notice of cancellation, plus epmodex's usual rate of profit for similar work. The minimum cancellation charge is 20% of the price.

### **5 Risk assumption**

- 5.1 The risk shall pass to the customer when the goods leave our works, in the case of deliveries free domicile of the customer upon delivery.
- 5.2 In the event of delays in dispatch for which we are not responsible, the risk shall in any case pass to the customer when the goods are ready for dispatch.

### **6 Tools and molds**

- 6.1 Tools and molds, including accessories not made available to us by the customer, shall remain our property unless expressly agreed otherwise, even if the customer has paid for their manufacture in whole or in part. In this case, however, we undertake not to use tools and molds for third parties without the consent of the customer.

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## **7 Warranty and liability**

- 7.1 Defects in the delivered goods must be reported in writing without delay, in any case within 8 days of delivery or - in the case of hidden defects which cannot be detected even by thorough inspection - immediately after their discovery. Otherwise, the delivery shall be deemed to have been approved.
- 7.2 We exclusively guarantee the ordered material quality and the processing in accordance with the drawing. Further properties are only considered warranted if we have expressly designated them as warranted. We do not guarantee the suitability of the delivered parts for the purposes intended by the customer. The approval of reference samples by the customer excludes a later notification of defects, provided that the delivered parts correspond to the approved sample.
- 7.3 If the notice of defects proves to be justified, we shall, at our discretion, either replace the defective parts free of charge, repair them in our factory or refund the reduced value to the customer. Further claims of the purchaser do not exist, i.e. particular our liability for damages not inherent in the delivered part (consequential damages) is excluded.
- 7.4 All warranty claims of the purchaser shall become statute-barred after one year from delivery. The warranty expires prematurely if the purchaser or third parties carry out unauthorized modifications or repairs. For parts replaced or repaired by us, the warranty period shall start anew from delivery.

## **8 Further liability**

- 8.1 All rights and claims of the customer not expressly recognised in these General Terms and Conditions of Sale and Delivery are excluded to the extent permitted by law. In particular, liability for auxiliary persons is also excluded.

## **9 Industrial property rights**

- 9.1 If we have to deliver according to drawings, samples or models provided by the customer, the customer shall guarantee that no industrial property rights of third parties are infringed by the manufacture and delivery of the goods. The customer shall indemnify us and hold us harmless in the event that such claims are asserted against us.

## **10 Severability clause**

- 10.1 Should individual provisions of these GTSC be or become void, the remaining provisions shall remain effective.

## **11 Applicable law and place of jurisdiction**

- 11.1 Swiss substantive law shall apply. The application of the Vienna Convention on Contracts for the International Sale of Goods is excluded.
- 11.2 Exclusive place of jurisdiction is the headquarter of epmodex AG in Duebendorf/ Switzerland.