

## **Conditions of sale and delivery**

- 1. Applicability**
  - 1.1 Our conditions of delivery are exclusively applicable for all supplies and performances. General trading conditions of the ordering party are not applicable, also where these are not further objected to.
- 2. Offer and scope of supply**
  - 2.1 Authoritative for the scope of the supply is our written order acknowledgement. Additional agreements and changes require our written confirmation.
  - 2.2 If a contract has been concluded without the submission of a written order acknowledgement, our offer is authoritative, if this does not exist, then the written order of the ordering party is authoritative.
  - 2.3 Our offer is subject to change.
- 3. Technical data and planning**
  - 3.1 We reserve the right of exploitation of ownership and copyright without restriction; these are not to be made accessible to third persons. Drawings and other documents belonging to offers are to be returned immediately on request.
  - 3.2 The right to make technical changes is reserved and requires no notification.
  - 3.3 Products which deviate in any way from the standard production programme are considered as customer-specific.
  - 3.4 Orders for customer-specific products can only be processed when placed in writing.
  - 3.5 Reference basis for the planning of customer-specific products are the documents of the ordering party and the statements in the offer.
  - 3.6 Extra costs and / or delivery date delays resulting from changes are paid by the ordering party.
  - 3.7 Our products are manufactured and tested according to current European standards. The ordering party is responsible for compliance with standards of the destination country. Adaptations at the factory to the standards of the destination country can only be considered where the ordering party sends us the necessary standards documentation before establishing the offer. Extra costs are paid by the ordering party.
- 4. Prices**
  - 4.1 The price lists contain guide prices. The right is reserved to make changes without notification.
  - 4.2 The agreed prices are net less value added tax, packing and shipment costs.
  - 4.3 We calculate reasonable processing costs for small orders up to CHF 100.- product value
  - 4.4 Planning documents and tooling for customer-specific products are calculated proportionally and remain our property.
- 5. Payment**
  - 5.1 All payments are to be made within 30 calendar days from invoice date, net and free to the stated place of payment.
  - 5.2 A penalty of 10% is imposed if the appointed date is overstepped. This does not exclude the assertion of additional damages caused by undue delay.
  - 5.3 The withholding of payments or the set-off due to any counter-claims of the ordering party which are disputed by us and not legally defined are not admissible.
  - 5.4 Where nothing is agreed to the contrary, a letter of credit or payment in advance is requested for foreign transactions.
  - 5.5 The ordering party pays all costs associated with payment transactions.
- 6. Delivery dates**
  - 6.1 Dates for supplies and performances are only binding when they have been explicitly confirmed by us in writing. The delivery period commences with the dispatch of the order acknowledgement, however not before the provision of documents to be obtained from the ordering party.
  - 6.2 The delivery period is complied with when the delivery object has left our factory or readiness for dispatch has been notified before its expiry.
  - 6.3 The delivery period is extended as appropriate in the case of measures connected with labour conflicts, in particular strikes and lock-outs, also the onset of unforeseeable obstacles which are outside our power, providing such obstacles verifiably exert considerable influence on the production or delivery of the delivery object. This also applies where the circumstances occur with subcontractors. The above mentioned circumstances are also not our responsibility when they occur during an already existing delay. In important cases we shall immediately notify the ordering party as early as possible of the beginning and end of such obstacles.
  - 6.4 If we become overdue with our supply or performance, and the ordering party grants a reasonable additional period with the explicit declaration that on the expiry of this additional period he will refuse acceptance of the performance, and if the additional period is not observed, then the ordering party is authorised to cancel.
  - 6.5 Observance of the delivery period is conditional upon the satisfaction of the contractual obligations of the ordering party.
  - 6.6 If dispatch is delayed at the request of the ordering party, costs occurring from storage at our factory, at least however 0.5% of the amount of the invoice is calculated for each month, commencing one month after notification of readiness to dispatch. However we are authorised, after the setting and expiry without effect of a reasonable term, to dispose of the delivery object elsewhere and to supply the ordering party within an appropriately extended delivery period.
- 7. Transfer of risk and dispatch**
  - 7.1 Risk passes to the ordering party at the latest with the dispatch of the delivery objects, also when part deliveries are made or we have undertaken other performances, e.g. shipping costs or carriage.
  - 7.2 If the dispatch is delayed for reasons for which the ordering party is responsible, the risk passes to the ordering party from the day of readiness to dispatch.
  - 7.3 At the request of the ordering party the consignment is insured by us at his cost according to his statements.
- 8. Guarantee**
  - 8.1 Where nothing to the contrary is agreed in writing, our guarantee extends from the day of delivery for a period of 12 months with respect to all defects verifiably caused by material faults or faulty production. Any further guarantee, in particular for secondary damages, is excluded.
  - 8.2 No guarantee is given for objects such as cathode ray tubes, photomultipliers, light sources, consumable materials and moving parts subject to wear in normal use.
  - 8.3 No liability is accepted for damage and its consequences resulting from improper use.
  - 8.4 Replaced parts become our property; they are to be returned to us carriage paid on request.
  - 8.5 Liability is not accepted for consequences resulting from improper modifications or repairs performed by the ordering party or third persons without our prior approval.
  - 8.6 The ordering party is to provide us with the appropriate time and opportunity to undertake all improvement work and replacement deliveries which appear necessary. We are released from defect liability if these are refused.
- 9. Notification of defects**
  - 9.1 The ordering party is to examine our supplies and performances directly after receipt for the presence of defects. If defects are identified, these are to be notified in writing immediately, at the latest 10 days after receipt.
  - 9.2 If a defect is present which is not detectable on immediate examination, this must be notified immediately on detection.
- 10. Reservation of title**
  - 10.1 We reserve the right of ownership to the delivery object until all claims by us against the ordering party from the business relationship, including future occurring claims, also those from contracts concluded simultaneously or later, have been settled. This also applies when individual or all claims by us have been included in a current account and the balance is struck and recognised. In the case of contract-breaching behaviour of the ordering party, in particular with delayed payment, we are authorised to take back the delivery object following a reminder and the ordering party is obligated to surrender it. Providing the hire-purchase law does not apply, the taking back and the seizure by us of the object does not involve withdrawal from the contract unless we explicitly declare this in writing. The ordering party is to inform us immediately in writing in the case of seizure or other third party interventions.
  - 10.2 The ordering party undertakes to insure the delivery object during the existence of the reservation of title against theft, damage by breakage, fire, water and other damage and to provide us with evidence of this. If not, we are authorised to take out insurance at the cost of the ordering party.
  - 10.3 Transformation and / or use of objects subject to reservation of title are explicitly prohibited.
  - 10.4 If the taking back of an object subject to reservation of title is agreed, all costs arising for transport, inspection, repair etc. are paid by the ordering party.
- 11. Documentation and safety**
  - 11.1 Operating instructions are supplied with every product. Technical documents are only handed over on request and on payment of a protection fee.
  - 11.2 Documentation and technical documents are available in German and English. Translations into other languages are charged to the ordering party.
  - 11.3 Liability for operational safety passes to the ordering party on delivery. He is responsible for the marking of hazard zones.
- 12. Place of jurisdiction**
  - 12.1 Swiss law applies. Place of jurisdiction is Affoltern am Albis, Switzerland.
  - 12.2 In the case of translations of these conditions, only the German original has a basis in law.