

Scope

The contract is concluded when our written confirmation of order has been received. The conditions of sale and delivery are binding in all cases. Different conditions laid down by the Purchaser are only valid when they have been expressly accepted by us in writing.

Extent of delivery and services

Our delivery and services are stated in the confirmation of order, including any appendices thereto. Subsidiary verbal agreements and modifications must be confirmed by us in writing. Supplies of special executions may deviate up to +/- 10% from the ordered quantities.

Prices

Our prices are strictly net, without value added tax, and do not include the cost of packing and forwarding, which will be charged at their actual value. We reserve the right to adjust prices if wage rates or material prices vary between the date of our quotation and the fulfilment of the contract. Minimum invoice value: CHF 250.-.

Terms of payment

Payments shall be made net to our domicile, i.e. with no deduction of discount, expenses or others. Payment shall be made within 30 days from the date of invoicing. If the Purchaser fails to comply with the agreed deadline for payment, he shall be liable without warning for interest from the due date onwards at a rate of 4% above the bank rate of the Swiss National Bank in force at the time. Purchasers unknown to us, or who have failed to meet their commitments in respect of previous deliveries, will only be supplied against payment in advance or cash on delivery.

Delivery date

Deadlines for delivery and services are only binding when expressly confirmed by us in writing. The delivery period begins with the dispatch of the confirmation of order, but not before any documents to be provided by the Purchaser have been received. The delivery period is deemed to have been complied with when, by the date it expires, the goods to be delivered have left our works or their readiness for delivery has been notified to the Purchaser.

The delivery period is duly prolonged when:

- a) The information we require to fulfil the order is not received on time or when the Purchaser alters it later and thus causes a delay to the delivery or services.
- b) Hindrances occur which we are unable to overcome in spite of our taking all appropriate care, regardless of whether they are attributable to ourselves, the Purchaser or a third party. Such hindrances are, for example, serious operational disturbances, machine failures, accidents, delayed or defective supplies of the raw materials required, war or natural catastrophes.

The Purchaser is entitled to claim reimbursement for delayed delivery, if it can be proved that the delay was attributable to us and the Purchaser can furnish proof of having suffered from the delay. However, if we undertake to supply a replacement, claims for reimbursement become null and void. The reimbursement for delayed delivery shall be at the most 1/2% per week, but altogether not more than 5% of the value of the delayed part of the goods to be supplied. The first two weeks delay do not justify any claim for reimbursement.

In the case of delayed delivery or services the Purchaser has no other rights or claims other than those listed above. This restriction does not apply in the event of illegal intentions or sheer negligence on our part, but it does apply to illegal intentions or sheer negligence on the part of auxiliary persons.

Auxiliary materials

If the customer provides auxiliary parts to SCHURTER, these parts must be delivered free of charge to SCHURTER's address. SCHURTER does not assume any liability if auxiliary parts are not delivered in time, in sufficient quantity or in an acceptable condition. The customer provides SCHURTER with an agreed additional number of parts to provide for rejects so that SCHURTER is guaranteed an interrupted processing run. SCHURTER does not accept any liability for the technical functional performance or quality deficiency of the auxiliary parts. SCHURTER reserves the right to refuse to insert the auxiliary materials if these do not meet SCHURTER's quality requirements and standards. In such cases the customer is obligated to compensate SCHURTER for any resulting additional costs it may incur. Any test and quality requirements determined by the customer will be binding for SCHURTER (EMS).

Tools

Tools required for production of special designs are generally charged for at a fraction of the price quoted for them. Such tools remain our property.

Dispatch and transfer of risks

Benefits and risks are transferred to the Purchaser at the latest when the goods leave our works. If dispatch is delayed at the request of the Purchaser, or for any other reason over which we have no control, risks are transferred to the Purchaser on the date originally foreseen for dispatch of the goods from our works. From this date onwards we will store and insure the goods at the expense and risk of the Purchaser.

Returns

Credit for goods returned will only be given when the value of the goods exceeds CHF 100. and we have previously agreed to their being returned. Products for which there is not a great demand, which were individually manufactured or assembled to order, cannot be taken back, even if they figure in our catalogue.

Complaints

Complaints regarding quantity, weight, etc., can only be taken into account within 8 days of delivery of the goods. Goods forming the subject of complaints may only be returned to us if we have agreed to their being returned and to the conditions under which they are returned.

Guarantee and liability for defects

The guarantee period for goods defective due to faulty design or poor workmanship is 12 months, beginning with the dispatch of the goods from our works. If dispatch is delayed for reasons not attributable to ourselves, the guarantee period shall end not later than 24 months from the date on which

the goods were reported to be ready for dispatch. We undertake to repair or replace as quickly as possible, as we think fit, any parts of a delivery which by the end of the guarantee period become defective or unusable owing to poor materials, faulty design or poor workmanship. Replaced parts become our property and, on request, shall be returned to us carriage paid. Assured properties are only those notified as such in our confirmation of order or in our catalogues. Excluded from guarantee and liability are defects which cannot be proved to be due to poor materials, faulty design or poor workmanship. The guarantee expires prematurely if the Purchaser or a third party carries out repairs or modifications or, if a defect has occurred, the Purchaser fails to take appropriate measures at once to reduce the damage or to give us an opportunity to eliminate the cause. On account of shortcomings due to materials, design or workmanship, or the lack of properties assured, the Purchaser has no other rights nor claims than those expressly stated above.

SCHURTER AG performs EMC tests in accordance with current standards and legislation. These tests may cause damage to test objects. Devices and equipment in our facilities, which are not our own property, are not insured against fire or theft. SCHURTER AG therefore denies any responsibility for property damage and/or personal injury that may occur in the course of EMC tests.

Exclusion of further liability

All claims by the Purchaser except those expressly outlined in these conditions, regardless of the legal reason for their being made, in particular not expressly stated reasons for claims for damages, reduction or withdrawal from the contract, are excluded. Under no circumstance may the Purchaser claim for damages if the defect has not occurred in the goods delivered, for example, loss of production, loss of benefits, loss of orders or profit, or any other direct or indirect losses. These restrictions do not apply in the event of illegal intentions or sheer negligence on our part, but they do apply to illegal intentions or sheer negligence on the part of auxiliary persons.

Legal situation

These Terms and Conditions of Sale are governed by Swiss law, whereby the UN Sales Convention (United Nations Convention on Contracts for the International Sale of Goods) is excluded. The place of jurisdiction is Lucerne. We may also have recourse to the court at the head office of the Buyer.