

## General Terms and Conditions of Sale

### 1. General

- 1.1 The contract will be final on receipt of a written confirmation from Bircher Reglomat AG that the order has been accepted (confirmation of order) or of the purchaser's written statement that he accepts the quotation of Bircher Reglomat AG.
- 1.2 These General Terms and Conditions of Sale will be binding subject to being confirmed as applicable in the quotation or in the confirmation of order, and provided that they have been handed to the purchaser.
- 1.3 The purchaser expressly waives the application of his own General Terms and Conditions of Business, General Terms and Conditions of Sale or any other pre-formulated contract conditions.
- 1.4 All agreements and material statements by the contracting parties are to be made in writing in order to be valid. Statements in the form of written texts transmitted or recorded by electronic means will be equivalent to the written form if this has been specifically agreed between the parties.
- 1.5 If one of the provisions of these General Terms and Conditions of Sale becomes wholly or partly ineffective, the contracting parties will replace the said provision by a new provision which comes as close as possible to its legal and financial effect.
- 1.6 In addition to the original German version, these General Terms and Conditions of Sale are also available in an English translation. If any deviations are found, the German version will prevail.
- 1.7 Individual agreements will have priority over these general business terms and conditions.

### 2. Quotations and concluding of the contract

- 2.1 The contract will be deemed to have been concluded if Bircher Reglomat AG has confirmed acceptance in writing after receipt of an order. An acceptance per email should be also understood as in writing.
- 2.2 Quotations will be binding, subject to point 7.3, for the period of acceptance stated in the quotation. This will apply to written quotations only. Quotations in which no period of acceptance is stated will not be binding

### 3. Scope of supply

- 3.1 The scope and execution of supplies and services will be based on the confirmation of order. Material or services not included therein will be charged extra.
- 3.2 In principle, the supplier reserves the right to make design changes and technical modifications.

### 4. Technical documents

- 4.1 Brochures and catalogues will not be binding without any reference to another agreement. Information contained in product data sheets will only be binding in so far as expressly guaranteed.
- 4.2 In view of technical developments, Bircher Reglomat AG reserves the right to make appropriate technical modifications without prior notice.
- 4.3 Bircher Reglomat AG reserves all rights to technical documentation handed over to the purchaser. The purchaser acknowledges these rights and agrees not to make such documentation accessible to third parties without the written consent of Bircher Reglomat AG, or use it for any purposes other than those for which it has been handed over.
- 4.4 Should no order be placed, the documentation handed over with the quotation is to be returned to Bircher Reglomat AG on request.

### 5. Regulations in the destination country

- 5.1 The purchaser is to notify Bircher Reglomat AG, at the latest when the order is placed, of the legal, official and other regulations and standards relating to the performance of supplies and services, operations, and the health and safety and accident prevention provisions.

Unless otherwise agreed, supplies and services will comply with the regulations and standards applicable at the purchaser's domicile, which have been notified to the supplier in compliance with para. 5.1.

### 6. Restriction on intended purpose and resale

- 6.1 The purchaser undertakes not to use the purchased products for the manufacture or use of nuclear, biological or chemical weapons (ABC weapons) or of carrier systems, and not to assign these to countries, legal entities and persons on embargo and boycott lists.

### 7. Prices

- 7.1 Unless otherwise agreed in writing, Bircher Reglomat AG's prices will be quoted net FCA Beringen (Incoterms<sup>®</sup> 2010), in Swiss francs, not including packaging, transport, insurance, general taxes, certification, Customs' duties, assembly, installation and commissioning.
- 7.2 Bircher Reglomat AG reserves the right to charge a minimum quantity supplement for invoice amounts below CHF 250.00 / € 160.00.
- 7.3 If, in exceptional cases prices are agreed in a currency other than Swiss Francs, Bircher Reglomat AG will be entitled to adjust prices should the exchange rate of the agreed currency and Swiss Francs change by more than 1.5 %. Prices will be based initially on the rate of exchange agreed. If no exchange base rate is agreed in error, the rate of exchange (of foreign currencies, buying rate) valid at the date on which the quotation has been accepted by the purchaser will apply as the basis.
- 7.4 Bircher Reglomat AG reserves the right to alter the prices stated in an accepted order in the case of an increase of material procurement costs.

### 8. Terms and conditions of payment

- 8.1 Payment of the purchase price will fall due 30 days net after notification of readiness for shipment and invoicing.
- 8.2 For deliveries abroad, Bircher Reglomat AG reserves the right to make delivery only subject to cash payment in advance.
- 8.3 The method of payment will be agreed in the quotation and / or the confirmation of order.
- 8.4 Payments will be made by the purchaser to the domicile of Bircher Reglomat AG without deduction of cash discounts, fees, taxes and charges of any kind, in Swiss currency. Any different terms of payment are to be specifically agreed.
- 8.5 If payment is delayed, Bircher Reglomat AG reserves the right to suspend scheduled deliveries immediately, and will be entitled to charge interest on arrears of 12 % p. a.

### 9. Retention of title

- 9.1 Bircher Reglomat AG reserves title to the supplies until payment has been made in full.  
The purchaser undertakes to co-operate in taking the necessary measures to protect the property of Bircher Reglomat AG; in particular, the purchaser authorises Bircher Reglomat AG, on concluding the contract, to register or enter priority notices for the retention of title into public registers, books or similar at the purchaser's expense, in compliance with the applicable local laws, and to fulfil all formalities in this respect.

The purchaser will maintain any items supplied at his expense for the period of retention of title and insure these in favour of the supplier against theft, breakage, fire, water and any other risks. In addition, the purchaser will take all the necessary measures to ensure that the supplier's claim to title is neither impaired nor cancelled.

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### 10. Delivery period

- 10.1 Delivery will commence on acceptance of the order by Bircher Reglomat AG and after full clarification of technical matters.
- 10.2 The delivery period will be appropriately extended:
- If the information required for executing the order is not received promptly by Bircher Reglomat AG or if this information is subsequently changed by the purchaser.
  - If payment periods are not adhered to, letters of credit are opened too late or any import licences needed are not received on time by Bircher Reglomat AG;
  - If obstacles arise which Bircher Reglomat AG is unable to avert in spite of the application of due care, and irrespective of whether these arise to Bircher Reglomat AG, the purchaser or a third party. Such obstacles may be events of force majeure, such as epidemics, mobilisation, war, rebellion, considerable disruptions to business operations, accidents, industrial action, delayed or faulty supplies of any necessary raw materials, semi-finished or finished products, unsuitability of important parts (rejects), official intervention or omissions and natural disasters.

### 11. Supply, transport and insurance

- 11.1 The products will be carefully packed by Bircher Reglomat AG. The packaging will be invoiced to the purchaser at cost price.
- 11.2 Special requests relating to shipment and insurance are to be notified to Bircher Reglomat AG in good time. Shipment will be carried out by a carrier designated by the purchaser, who will be responsible for all export formalities for exports from Switzerland. Should the purchaser not have designated a carrier, Bircher Reglomat AG will be entitled to instruct a forwarding company to carry out shipment at its discretion. In this case, the costs of these additional services will be invoiced to the purchaser.
- 11.3 Transport will be carried out at the purchaser's cost and risk. The purchaser agrees to notify the last carrier immediately of any complaints associated with the transport on receipt of the consignment or the freight documentation.
- 11.4 All import arrangements for import to the country of destination will be made by the purchaser or his agent.
- 11.5 At shipment of goods the purchaser bears all the risks of the goods.
- 11.6 Bircher Reglomat AG will be responsible for insuring the goods against damage of all kinds, forasmuch as nothing different has been agreed on between the parties.

### 12. Inspection and acceptance of consignments

- 12.1 The purchaser agrees to inspect consignments within a period of eight days from receipt and notify Bircher Reglomat AG of any defects immediately, in writing. Should this be omitted, the supplies and services will be deemed to have been accepted.

### 13. Warranty and liability

- 13.1 Bircher Reglomat AG guarantees that any products supplied by the company are free of manufacturing and material defects.
- 13.2 Guaranteed characteristics are only those explicitly referred to as such in the product data sheet. Other manufacturer's instructions such as brochures and catalogues are non-binding. Such guarantee will be valid at the longest until the end of the warranty period. A liability for the success of the intended use shall be expressly precluded.
- 13.3 The period of warranty for the products will be twelve months, and will commence on the date of delivery of the products ex the Bircher Reglomat AG works.

- 13.4 Should the products be faulty, the purchaser will be entitled to demand a replacement during the period of warranty, or remedy of the fault by Bircher Reglomat AG. Warranty claims shall be handled with a RMA (Return Material Authorization) process. Information and policies about the RMA process can be found on the Bircher Reglomat AG webpage. In the case of replacement delivery, the faulty material is to be returned to Bircher Reglomat AG, on first demand by Bircher Reglomat AG, within a period of ten days from receipt of the replacement delivery. Bircher Reglomat AG bears the shipping costs only.
- 13.5 If a fault in the sense of Art. 13.4. is not remedied by Bircher Reglomat AG within an appropriate period by a replacement delivery or correction of the fault, the purchaser will be entitled to demand a reduction in the purchase price or the reversal of the contract.
- 13.6 The warranty will expire prematurely should the purchaser or third parties carry out inappropriate modifications or repairs or if the purchaser, when a fault has occurred, does not immediately take all the appropriate steps to reduce any damage and give Bircher Reglomat AG the opportunity to remedy the fault.
- 13.7 Damage not proven to be due to inferior material, faulty design and workmanship or any other reason for which Bircher Reglomat AG is responsible, will be excluded from the warranty and liability of Bircher Reglomat AG.
- 13.8 The purchaser will have no rights and claims other than those expressly stated in paras. 13.4 and 13.5 for faults in materials, design or workmanship and due to the lack of guaranteed characteristics.
- 13.9 Should delivery be delayed, Bircher Reglomat AG will only be liable for intention and gross negligence and for maximum damage up to the value of the goods delivered late. Cancellation of the contract and a reduction in the contract price are excluded.
- 13.10 All cases of breaches of contract and their legal consequences and any claims by the purchaser, irrespective of the legal basis on which they are asserted, are finally regulated in these Terms and Conditions. In particular, any claims not expressly stated for damages, reduction in the contract price, cancellation of the contract or withdrawal from the contract, are excluded. Liability for consequential damage is excluded, unless this is opposed by mandatory provisions of the product liability laws.

### 14. Place of jurisdiction and applicable law

The place of jurisdiction and the place of performance is CH-8222 Beringen for both parties. Swiss law will apply, excluding the United Nations Convention on contracts for the international sale of goods (Vienna Convention).

These General Terms and Conditions of Sale shall enter into force on 1st May 2015.

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8222 Beringen