

1. Scope of Application

- 1 These General Conditions of Sale (International) of Rittmeyer Ltd. (RAG) are valid for all goods and services supplied by RAG (products, inclusive of hard- and software, installations, services). General conditions issued by the customer are valid only if expressly accepted in writing by RAG.
- 2 Special agreements between the parties are reserved.

2. Offers and Conclusion of Contract

- 3 The goods and services offered by RAG are defined in the offer. If necessary, full particulars will be given in the confirmation of the order.
- 4 A contract between RAG and the customer is deemed concluded upon receipt by the customer of the written confirmation of the order.

3. Drawings and Technical Documents

- 5 RAG reserves all rights in and to drawings and technical documents handed to the customer. The customer acknowledges these rights and undertakes not to give access to these documents to third parties in full or in part without prior written authorisation by RAG or to use them beyond the purpose for which they were handed over to him.

4. Regulations in Force in the Country of Destination and Safety Devices

- 6 At the latest at the time of ordering, the customer must inform RAG on statutory, administrative and other regulations and standards relating to the goods and services to be supplied by RAG, to their operation, and to the respective health and safety regulations.
- 7 Unless agreed otherwise and subject to the timely information of RAG in accordance with Sect. 4 para. 1 hereof, the goods and services supplied by RAG shall comply with such regulations and standards at the place of business of the customer. Additional or other safety devices shall be supplied to the extent as expressly agreed upon.

5. Prices

- 8 All prices are net, **ex works (Incoterms®2010)**, excluding packaging and value added tax and without any deductions. Other terms of payment are valid only if confirmed in writing by RAG.
- 9 All additional charges (e.g. packaging, freight, insurance, fees for export, transit, import and other permits, and certifications) as well as all forms of taxes, fees, levies, charges, customs duties and the like are to be borne by the customer.
- 10 RAG reserves the right to adjust the prices if the type or scope of the goods and services to be supplied is subsequently altered or when delivery is delayed for reasons stated in Sect. 7.

6. Terms of Payment

- 11 Payments are due within 30 days net from the date of the invoice in Baar/Zug. No payments may be withheld and the customer waives the right to claim set-off against counterclaims not expressly admitted by RAG.
- 12 If the customer is in default, he shall pay penalty interest at 8% p.a. The right to claim further damages is reserved. Upon customer's default with regard to payment of the purchase price RAG may withdraw from the contract and claim the return of the goods delivered (art. 214 para. 3 of the Swiss Code of Obligations).

7. Term of Delivery

- 13 Unless agreed otherwise in writing, the terms of delivery indicate the time frame during which the goods must be at the disposal of the customer at the premises of RAG. The term of delivery is based upon the circumstances prevailing at the time it was stated. The term begins when the customer has completed his contractual obligations and, in particular, has remitted to RAG all commercial and technical documents necessary for the uninterrupted and smooth execution of the work, including, if required, all import, export, transit and payment licenses or permits etc.
- 14 The term of delivery is extended reasonably:
 - a) if the customer or a third party is behind schedule with the preparatory work or with performance of his contractual obligations, in particular if the customer fails to observe the terms of payment or if the export, transit, import or other licences or permits are not available;
 - b) if the information required by RAG for the performance of the contract is not provided on time or is subsequently changed by the customer;
 - c) if, without RAG's fault, hindrances (e.g. force majeure) occur, regardless of whether they affect RAG, the customer or a third party.
- 15 A delay of delivery of goods or services does not entitle the customer to recall the order or to claim recovery of any direct or indirect damage or lost profit.
- 16 A possible penalty for delay must be agreed in writing and is due only if the delay is caused by RAG and the customer can prove damages resulting thereof. The customer has no other claim for damages or loss profit in addition to the penalty. The customer has no right to claim the penalty if RAG provides him with a replacement. The penalty is not due if the customer, for reasons for which he is responsible, would not have been able to use the goods before he actually received the same.

8. Passage of Benefit and Risk, Transport, Insurance

- 17 Benefit and risk shall pass to the customer upon delivery "**FCA Baar - Free Carrier**" (Incoterms®2010) at the latest. This is also valid for postage or carriage paid delivery or if RAG does the installation work. If the delivery is delayed for reasons beyond the control of RAG, the risk shall pass to the customer at the agreed time of delivery and the goods are stored and insured at the cost and the risk of the customer.
- 18 The transport is made at the expense and the risk of the customer.
- 19 The customer shall be responsible for taking out insurance against risks of any kind.

9. Inspection and Acceptance

- 20 The customer must inspect the goods and services within eight days of delivery or within a reasonable period of time subsequent to completion of the installation by RAG, and must notify RAG in writing of any defects without delay, failing which the goods and services are deemed to have been accepted.
- 21 Notified defects will be remedied by RAG within a reasonable period of time and the customer must give RAG the possibility to do so. Construction and design are subject to change without notice.
- 22 If specially agreed, an acceptance test shall take place for which a report is to be produced. If desired by RAG, the customer shall agree to an acceptance test limited to a certain part of the delivery.

10. Warranty, Liability

- 23 The warranty period is 12 months from the date the goods are ready for dispatch, or, if RAG is charged with the installation work, upon completion of the installation or, if earlier, upon the acceptance test limited to a certain part of the delivery in accordance with Sect. 9 para. 23 hereof.
- 24 The warranty expires,
- if the customer does not raise a complaint in writing within eight days after the occurrence of a defect;
 - if the customer or a third party undertakes inappropriate modifications or repairs;
 - on improper treatment or maintenance;
 - if the customer, in case of a defect, fails to immediately take all appropriate steps to mitigate the damage and give RAG the possibility to remedy such defect;
 - if the customer does not immediately make available to RAG the defective parts for testing and remedy.
- 25 The warranty period does not begin anew upon fulfilment of RAG's obligation to remedy any defects.
- 26 On request in writing by the customer, RAG shall, at its discretion, either repair or replace within a suitable period of time all parts of its delivery which become defective during the warranty period as a result of defects in design, material or workmanship. Replaced parts will be taken back by RAG. Additional costs caused as a result of the repair which are not attributable to RAG are to be borne by the customer.
- 27 RAG shall not be liable for any damages which occur in the course of installation, maintenance or repair work unless a fault is attributable to its personnel. This liability is limited to the compensation of direct damage and is in any case excluded if the damage is caused by defects in material or constructions of the customer, regardless of whether the personnel of RAG has objected to such defects.
- 28 For goods and services delivered by sub-contractors designated by the customer, RAG negates any warranty other than the warranty granted by such sub-contractor.
- 29 The remedies stated in these General Conditions of Sale (International) are exclusive, and the customer waives all not expressly mentioned claims for damages, reduction of purchase price and cancellation of or withdrawal from the contract, including compensation for consequential damages or loss of profit.

11. Maintenance

- 30 set forth in the service agreement.

12. Cancellation

- 31 Complaints regarding a delivery give no right to cancel the remaining deliveries of an order.

13. Installation and Commissioning (Assembly)

- 32 If RAG undertakes to perform installation, revision or repair work, the Installation Rates and Conditions shall apply.

14. Place of Performance, Place of Jurisdiction and Applicable Law

- 33 The place of performance for all obligations is Baar/Zug. The place of jurisdiction is Zug. These General Conditions of Sale shall be governed by Swiss substantive law to the exclusion of the Convention of Vienna on the Sale of Goods.