

## General Terms and Conditions of Business

(November 2006 edition)

### 1. Scope

Our General Terms and Conditions of Business are binding for this and any subsequent transaction until alteration or refraction. Nature and scope of our deliveries are specified in our order confirmation.

### 2. Prices

All our offers either written, verbal or by telephone are deemed to be provisional. They are meant for the quantities on which the offers are based upon. Value added tax (VAT), freight, postage and packaging are not included in the prices. All prices are based on wages, costs, charges and exchange rates known to apply on the day of order confirmation. Should these increase in the period prior to delivery, we reserve the right to amend our prices accordingly.

### 3. Payment Terms

Provided that no other agreements have been taken, our invoices are payable without deductions within a payment term of 30 days from the date of invoice.

### 4. Delivery Dates

The confirmed delivery dates are without obligation; nevertheless, we make every effort to abide by the confirmed delivery dates. Claims for damages due to delivery delay are excluded. Should the purchaser withdraw from the contract because of delivery delay, we are entitled to invoice the costs incurred. In case of on call orders, partial deliveries have to be called up within the deadlines agreed upon. If this is not the case, we are entitled to invoice the partial delivery and to ask for the purchase within 30 days. After this delay, the merchandise is stocked at our premises on account and risk of the purchaser.

### 5. Use and Risk

Use and risk shall be transferred to the purchaser upon despatch, i.e. as soon as the goods leave our premises. It is the purchaser's responsibility to insure the goods against damage and loss during transportation. Without different instructions from the purchaser, we are entitled to choose the best possible way of transportation.

### 6. Over-Deliveries or Short Deliveries

Over-deliveries or short deliveries are reserved up to 10% of ordered quantities.

### 7. Tools

All tools which were not provided by the purchaser are our property in any case. The tools are used exclusively for orders of the purchaser, as long as he regularly orders some pieces produced with this tool. If no order is placed during 3 years after the last delivery, we are entitled to use this tool also for production for third parties.

### 8. Storage and Maintenance of the Tools

We carefully store and maintain the tools for further orders during 5 years following a delivery. The subsequent storage is subject to mutual agreement.

### 9. Supply of Accessory Parts

If the purchaser supplies accessory parts, their quantity must allow a 5 to 10% surplus to cover the waste during production. If the supply is not on time or the pieces are not in impeccable conditions, we are disengaged from keeping the delivery dates confirmed.

### 10. Complaints and Guarantee

Complaints should be made in writing immediately upon receipt of the goods, but within 8 days at the latest. Should the complaint be founded, we undertake at our discretion to provide replacement goods or carry out repairs or we credit the invoice amount of the amount of the damage. We do not accept consequential damage claims in any form. The approval of the type samples by the purchaser excludes any further complaints, insofar as the delivered parts correspond to the approved type samples. If parts are delivered upon concepts or drawings of the purchaser, our liability is limited to the fact that these parts are manufactured according to those documents. We do not assume liability for uses foreseen by the purchaser or other uses.

### 11. Trademarks of Third Parties

If we have to deliver parts based on projects, drawings, models or patterns supplied to us by the purchaser, the purchaser is responsible that the manufacturing and delivery of these parts does not violate any trademarks of third parties. The purchaser bears all costs deriving from the violation of any third parties' rights.

### 12. Place of Fulfilment, Jurisdiction and Law

Place of fulfilment and jurisdiction for all obligations deriving from the legal relationship of the purchaser and us is Effretikon. These terms and conditions are governed by the laws of Switzerland. In case of a lawsuit the original German text of these terms and conditions is valid.