

**1. Scope of application**

These General Sales Conditions apply to all deliveries by Bucher Leichtbau AG (hereinafter referred to as "BL") as soon as they have become a component part of the contract with the Customer. This is the case when these General Sales Conditions are expressly designated as being a component part of the contract and also where BL refers to these General Sales Conditions, whether as enclosure to or printing on quotations, confirmations of orders and invoices, or whether by notice of the link on the website of BL where the text of these General Sales Conditions can be viewed ([www.bucher-group.com](http://www.bucher-group.com)). These General Sales Conditions apply at least to future orders by that Customer on a verbal order without written confirmation of order if reference is made to these General Sales Conditions in the invoice or the delivery note for the initial consignment. These General Sales Conditions shall take priority over the terms of business of the Customer. An objection to these General Sales Conditions by the Customer must be made expressly and in writing by return of post. Pre-printed terms of business or standard references on printed forms, stamps, etc. shall not be deemed to be objections. Silence on the part of BL in respect of the terms of business of the Customer or letters of confirmation to the contrary etc. shall not be interpreted as agreement or approval.

**2. Quotation**

BL shall be requested to submit a quotation on enquiry by the Customer. This shall remain binding for 60 days from date of issue if BL shall not set a fixed period in its quotation. The quotation shall provide information in respect of the subject matter of the order, price, delivery period and conditions of delivery. The Customer shall raise objection in writing if he shall not be in agreement with these conditions.

**3. Contract**

The contract shall be concluded on signing a documentary contract, or on issuance by BL of the written confirmation of order if no contract shall be prepared for signature by both parties. The contract or confirmation of order shall provide information relating to the delivery item, price, delivery date and delivery terms. If the order shall differ from the quotation, the order shall only be valid

provided that this is expressly confirmed in writing by BL.

**4. Quality**

The subject matter of a quotation or an order shall have the quality agreed or customary in the trade. BL shall not be under a duty to make inquiries itself in respect of technical and safety regulations at the place of final destination. BL shall observe the regulations and industrial standards applicable in Switzerland unless otherwise agreed.

**5. Plans and technical documentation**

Each of the parties to the contract reserves all rights in plans and technical documentation which it has delivered to the other. The Customer acknowledges these rights as contracting party and undertakes not to make the documentation wholly or in part accessible to third parties without the prior written authorisation of BL, or use it other than for the purpose for which it has been supplied to him.

**6. Spare parts**

BL guarantees delivery of replacement parts which BL manufactures itself at the prevailing price and on the terms of the present General Sales Conditions, for the period which was defined in the contract with the Customer and from the date of the last order placed by the Customer for the corresponding product. Discontinuation by BL of manufacture of the parts (after the delivery time contractually guaranteed) or its subcontractors (at any time) will be notified to the Customer in good time so that he may still place a final order of sufficient quantity. BL reserves the right to recommend alternative replacement parts which correspond in suitability, form and function.

**7. Price**

Prices apply as fixed prices in the agreed currency (normally CHF) unless otherwise expressly agreed. They are EXW, Fällanden ZH, Switzerland (Incoterms 2010). BL reserves the right to make a price adjustment if the price of materials significantly alters between the time of the quotation and contractual performance.

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### **8. Terms of payment**

Invoices from BL are due for payment net within 30 days from receipt of the invoice. The Customer is automatically in default without a reminder letter, on expiry of this payment period. Default interest shall amount to 8% p. a. Payment shall be made by bank credit transfer or certified cheque. With other methods of payment (for example, letter of credit), the Customer shall be charged for the costs incurred unless this method of payment was agreed in advance. A collection fee may be charged after the second reminder letter. The Customer may only set counter-claims off to the extent that they are acknowledged by BL or determined by judicial decision.

### **9. Minimum order value and order fees**

The minimum order net value for each single purchase order is CHF 200.00.

For spare parts which need to be dispatched within 24 hours after receipt of order, a CHF 500.00 fee applies.

### **10. Reservation of ownership**

The goods remain in the ownership of BL until full payment. BL may have the reservation of ownership entered in the appropriate register without further action on the part of the Customer, or take the necessary precautions according to local regulations applicable at the location of the goods which are required in order to establish or preserve the reservation of ownership.

### **11. Delivery, delay, passing of risk**

Delivery shall be due on the agreed delivery date. BL shall notify the Customer as early as possible if it is unable to observe the agreed dates or periods. The Customer may give BL a reasonable extension of time on failure to deliver on the due date. BL undertakes to compensate for the damages arising from delay if BL shall also not adhere to this extra time allowed, in as far as the Customer can prove intent or gross negligence.

No delay shall arise if a delivery date cannot be observed for reasons which lie beyond the control of BL, such as extra-ordinary natural events (floods, gales, landslides etc.), conflagration, war, civil war, revolution, civil unrest, acts of terrorism, sabotage, unavailability of raw materials and auxiliary materials (*force majeure*), and the duty of BL to make delivery shall be suspended during this period. BL shall be under a duty to notify the Customer of the occurrence of such events as soon

as possible and take all reasonable precautions in order to restore readiness to deliver. The Customer may dispense with the delivery after expiry of 6 months. No claim by the Customer to compensation shall exist.

BL shall have a claim to extending the delivery time or postponing the delivery date appropriately if the Customer shall not fulfil his duty to cooperate in good time (for example, approval of samples or notification of technical specifications etc.). Furthermore, BL shall have claim to a reasonable extension of the delivery time or postponement of the delivery date if it cannot manufacture or deliver the products at the proper time on account of *force majeure* or shortages of raw materials.

Delivery is made EXW, Fällanden ZH, Switzerland (Incoterms 2010). Part delivery and delivery ahead of schedule is permissible. Risk shall pass to the Customer in accordance with the rules of EXW, that is, on transfer of the goods at the Fällanden factory. Risk shall pass for the consignment as initially at the works and at the intended point in time, if dispatch is delayed at the request of the Customer or for other reasons for which BL shall not be responsible. BL may have the goods stored at the cost and risk of the Customer in the event of refusal of acceptance.

### **12. Examination Inspection of the consignment**

BL subjects the consignment to the normal pre-delivery inspection prior to dispatch. The Customer shall subject the consignment to a normal receipt inspection within 5 working days following reception of the consignment and notify defects and/or absent parts immediately in writing. The consignment shall be deemed to be accepted as regards defects which would have been recognisable on a normal inspection, if the Customer shall neglect to do this within the set period.

### **13. Warranty, liability for defects**

BL warrants that the products delivered conform with the product specifications agreed in writing or assured by BL in writing. BL further warrants that the products delivered are free from defects in materials and manufacture. The appropriate industrial standards apply in respect of measurements and tolerances, and where there are none, the company standards of BL apply. The warranty period is 12 months from delivery. The same also applies to repairs, replacement or additional deliveries. The warranty lapses on improper modifica-

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tions or repairs made by the Customer. BL undertakes on written request by the Customer, at its option to improve or replace as quickly as possible all parts of the delivery which can be shown to be defective or unfit for use by reason of poor quality. Replaced parts become the property of BL. The Customer may either make reduction in price to be claimed from BL or cancel the contract and demand return of any payments made against return of the defective products, if BL shall fail to carry out the subsequent improvement or make the replacement within a reasonable period.

BL undertakes to pay compensation if the Customer shall suffer damage as a consequence of a defective product to the extent that the Customer can prove to it intent or gross negligence.

Claims by the Customer in the case of a defective consignment are conclusively specified in this section.

#### **14. Place of performance, place of jurisdiction and applicable law**

The place of performance for all services in connection with the contract between BL and the Customer is Fällanden. The place of jurisdiction is the location of the registered office of Bucher Leichtbau AG. The contract is subject to the substantive law of Switzerland including the Convention of the United Nations dated 11<sup>th</sup> April 1980 on the international sale of goods (CISG).

Fällanden, July 2011