General Conditions of Sales and Delivery

(For International Transactions, Version January 2014)

1. General
   a) These General Conditions of Sales and Delivery shall be binding for all deliveries and services ("deliveries") of Haag-Streit AG ("HS"). Any conditions stipulated by the customer which are in contradiction to these general conditions shall only be valid if expressly accepted by HS in writing.
   b) All agreements and legally relevant declarations of the parties to the contract have to be in writing in order to be valid.

2. Offers and Conclusion of Contract
   a) Offers which do not stipulate an acceptance period shall not be binding.
   b) The contract shall be deemed to be concluded upon customer’s receipt of HS’ written order confirmation.

3. Scope of Deliveries
   a) The supplies are specified in the signed written order confirmation including its annexes. Any material and services which are not included therein shall be charged additionally.
   b) HS shall be entitled to make any changes compared with the order confirmation which lead to improvements.
   c) Brochures and catalogs are not binding without written agreement. Information in technical documentation is only binding, if it is guaranteed in written.

4. Regulations in Force in the Country of Destination
   a) The customer shall inform the supplier, upon placing the order at the latest, about the standards and regulations applicable to the execution and the operation of the deliveries as well as to the health and safety of personnel.

5. Prices
   a) Unless otherwise agreed upon, all prices shall be deemed to be in Swiss Francs net ex works (EXW INCOTERMS 2010), and shall not include any packing, freight, insurance, taxes, duties, assembling, installation and initialization.
   b) If prices - which are a basis for cost calculation - increase between conclusion of the contract and complete delivery HS is entitled to increase offered prices.

6. Terms of Payment
   a) Payments shall be made within 30 days net as from the date of the invoice.
   b) Payments shall be made by the customer at the registered address of the supplier without any deducting for cash discount, expenses, taxes or duties of any kind.
   c) In case of delay in payment HS is entitled to withhold further deliveries and to charge interest at customary rates prevailing in the country of customer.

7. Reservation of Proprietary Rights
   a) In Switzerland: HS shall retain ownership of deliveries supplied until full payment has been received. Customer shall take all necessary measures for the protection of the proprietary rights of HS. HS is entitled, with customer’s participation, to apply for registration of the reservation of the proprietary rights.
   b) In other countries: the parties will agree upon the reservation of proprietary rights in a separate distribution agreement.
   c) If there is no possibility of reservation of proprietary rights according to national law in the country of customer which can be compared with the regulations of Switzerland, HS may ask for an advance payment, a bank guarantee or a letter of credit in the amount of the order in question.

8. Proprietary Rights on Software
   a) HS retains its proprietary rights on software and its documentation as well as on eventual updates. Customer receives a non-exclusive, non-transferable right to use the software for the use on the delivered specific apparatus.
   b) Client obligations itself not to make accessible nor the software, nor updates nor documentations to third parties without the prior written consent of HS. Further client obligations itself not to make copies for its own use except for one archival backup copy.

9. Term of Delivery
   a) The term of delivery shall start as soon as the contract has been concluded, all technical issues have been settled and all needed information according to section 4.a) are in possession of HS.
   b) The delivery time shall be reasonably extended, if:
      - the information required by HS for performance of the contract is not received in time, or if customer subsequently changes it;
      - agreed terms of payment are not met, letters of credit are opened too late, or the necessary import licenses or other official licenses are not received by HS in time;
      - an act of God occurs (section 13).

10. Forwarding, Transport and Insurance
    a) Packaging: packaging will be charged separately and is non-returnable if not agreed otherwise.
    b) Insurance against risks of any kind lies in the responsibility of the customer.
    c) Special requirements regarding forwarding and insurance shall be communicated to HS in good time. Transport shall be carried out according to EXW INCOTERMS 2010.

11. Inspection und Acceptance of Delivery
    a) Notification of defects in respect of transport shall be submitted immediately by the customer to the last carrier on receipt of the products or the shipping documents.
    b) Customer shall inspect the delivery within ten days after having received it and shall immediately notify HS in writing of any deficiencies. If the customer fails in doing so, the delivery shall be deemed to have been accepted and approved.

12. Warranty and Disclaimer
    a) HS hereby warrants that the deliveries will be free from defects in material and workmanship. Warranted characteristics are only those expressly specified as such in the order confirmation or in the manual. Warranted characteristics are valid until the expiry of the warranty period at the latest.
    b) In case the delivery or parts thereof are or should become defective according to section 12.a) within two years since the date of delivery or should the delivery not meet warranted characteristics according to section 12.a) then, on written request of customer, HS will - of its own choice - replace delivery or parts thereof or repair the defect within a reasonable time.
    c) The warranty claim expires prematurely if customer or a third party undertakes inappropriate modifications or repairs or if the customer, in case of a defect, does not immediately take all appropriate steps to mitigate the damage and give the supplier the possibility of remedying such defect.
    d) As far as permitted by law HS disclaims any other liability or warranty such as liability for any indirect consequential or incidental damages that are not arisen on the delivery including damages for loss of business information, loss of profits, production interruption etc. or any other rights going beyond those mentioned in this section 12.

13. Act of God (Force Majeure)
    a) No breach of contract or obligation to indemnify is assumed in case of an act of God. In this case, eventual delivery terms are being extended accordingly.
    b) Act of God means an extraordinary event or circumstance beyond the reasonable control of the parties which could not have reasonably been foreseen and neither the impediment nor its consequences could have been avoided or overcome, such as but not limited to fire, natural disasters such as storm, cyclone, hurricane, earthquake, landslide, flood, drought, accidents, hostage-taking, war, whether declared or not, civil war or any other armed conflict, military or non-military, interference by any third party state or states, act of terrorism, sabotage or piracy, strike or boycott, epidemics, serious disruption of operations, late or deficient delivery by subcontractors of raw material, semi-finished or finished products, acts of omission of government or any other acts of authority whether lawful or unlawful.

14. Place of Jurisdiction, Governing Law
    a) The place of jurisdiction for any disputes shall be Berne, Switzerland. However HS is free to prosecute customer at his domicile.
    b) Swiss law will exclusively govern the entire legal relation between the parties however excluding the United Nations Convention on Contracts for the International Sale of Goods, CISG.

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