

General Terms and Conditions of Sales

of Kistler Instrumente AG

1. General

All orders and deliveries are made subject to the terms and conditions as herein set out. Any conditions stipulated by the Customer which are in contradiction of our general conditions of supply shall be valid only if expressly acknowledged by us in writing. Any local general terms and conditions or specific conditions of sales shall take precedence over the above; these terms and conditions as herein set out shall be applicable if any loopholes, contradictions or uncertainties should arise.

2. Software

Special conditions apply for software. We guarantee that software can be operated under the specified computer operating systems. We grant no warranty for functionality, completeness, accuracy or timeliness. The purchase of software provides the right for use on one system only. The software may not be reproduced, copied or transmitted in any way whatsoever.

3. Quotations

Quotations given by us are valid for 60 days and are confidential. If the Customer does not place a purchase order according to our quotation, the Customer will return all specifications and documents upon our request.

4. Price

All prices are in the indicated currency. Delivery is ex works (EXW Winterthur, Incoterms 2000), packing included, non insured, VAT or any other tax or duty excluded. We reserve the right to modify prices for goods not yet delivered if circumstances so require and to notify the Customer as soon as possible unless otherwise stated in the order documentation. Special or seaworthy packaging is subject to extra charge.

5. Payment Terms

Except and to the extent otherwise stipulated, payment is due 30 days from date of invoice. Checks and money drafts are not regarded as constituting payment until they have cleared.

6. Overdue Accounts

If the Customer delays in payment, he shall be liable, without reminder, for default interest at the rate of 6 % above the actual discount rate of the National Bank at the place of his business with effect from the agreed date on which the payment was due.

7. Delivery Times

Whilst we will do our best to adhere to any promise of delivery time, delivery shall not be deemed to be of the essence of the contract nor shall the delay be a ground for a claim in respect of damages or cancellation. Part shipments are allowed.

8. Call-off Orders

Call-off Orders are subject to the Customer's obligation to accept full delivery within one year after the date of our order confirmation. The cost of special storage agreed is to be borne by the Customer.

9. Quantities delivered

Invoicing of deliveries is performed according to actual delivery quantity and at the unit prices as stipulated in the order acknowledgement.

10. Return Material

We accept returned material only if a Return Material Authorization has been obtained from us. We accept no returns for any products specifically manufactured for the Customer. Material received without any prior authorization will be returned at the Customer's expense. A fee for administrative cost and product inspection will be levied on the customer.

11. Warranties and Guarantees

Any other claims excluded and upon written request of the Customer, we undertake at our discretion to repair, replace or credit as quickly as possible any parts of the goods which, before the expiry of the guarantee period - a maximum of 12 months from the date of delivery - are proved

to be defective due to bad material, faulty design or poor workmanship. Replaced parts shall become our property. The Customer shall bear the costs of remedying (i.e. removing, transporting, and reinstalling) the defective parts. Excluded from our guarantee and liability are all deficiencies in the goods delivered by us, which cannot be proved to have their origin in bad material, faulty design or poor workmanship, those resulting from normal wear (e.g. current consumption, recuperation, weather conditions, air pollution, prohibited electromagnetic effects), improper maintenance, failure to observe the operating instructions, excessive loading, testing, use of any unsuitable material, influence of chemical or electrolytic action, or resulting from other reasons beyond the supplier's control. All claims on the part of the Customer, irrespective of the grounds on which they are based, which are not allowed under these general conditions, in particular any claim not expressly mentioned, such as for damages, reduction of price or withdrawal from the contract, are excluded. In no case whatsoever shall the Customer be entitled to claim damages, in particular but not only for loss of production, loss of use, loss of orders, loss of profit and other direct or indirect or consequential damage. This exclusion of liability, however, does not apply to unlawful intent or gross negligence on our part, but does apply to unlawful intent or gross negligence of persons employed or appointed by us to perform any of our obligations. It is the customer's responsibility to arrange and pay for the return shipment to us or to our local representative.

12. Claims (Complaints)

Customer claims must be submitted in written form immediately upon receipt of goods or immediately upon detection of hidden faults.

13. Ownership of Goods

Ownership of the goods sold shall, notwithstanding delivery, or attachment of these to other property, remain with us until we have received full payment for them.

14. Pledge or lien

The customer shall have no pledge or lien on the property of the manufacturer.

15. Applicable Law

These General Terms and Conditions of Sale and all contracts concluded between the parties to the contract shall be governed by Swiss law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods of 11th April 1980.

16. Exclusive Jurisdiction

The ordinary courts of law in Winterthur shall have exclusive jurisdiction regarding any disputes arising out of or in connection with these General Terms and Conditions of Sale and contracts concluded between the parties to the contract.

17. Technical Specifications

Unless otherwise agreed upon, brochures and catalogues are not binding. Data provided for in documentation are only binding in so far as expressly stipulated as such. We reserve the right to modify any specification without notice.

18. Design Ownership

Information and drawings delivered in addition to the sales documentation may not be transmitted to any third party. The customer may not transmit or make use, in any form whatsoever, of any information concerning the design and the functionality. In the event of infringement of this clause we retain the right to claim damages.

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