

1. General

The following terms shall form an integral part of the Vendor's quotations, order confirmations and contracts of sale. The Purchaser shall recognize these conditions upon placement of order/award of contract. Divergent conditions shall prevail only if agreed in writing by the contracting parties.

2. Deliveries

Unless otherwise agreed in writing, all deliveries shall be effected ex works. Shipping containers, palettes and other packaging material and any markings shall be invoiced separately, unless otherwise agreed.

3. Warranties

The Purchaser shall check the delivery immediately upon receipt and shall inform the Vendor in writing of any defects within 8 days. In the event of due notification of defects, the Vendor shall have the choice of a reduction in price, remedying of defects or substitute delivery.

4. Ownership

The Vendor shall effect all deliveries under retention of title. Until payment in full has been received the goods shall remain the property of the Vendor. The latter shall be entitled to register retention of title in the public register. If a written declaration by the Purchaser has to be produced for registration, then the latter shall be obliged to furnish it.

In the event of behaviour by the Purchaser contrary to the terms of the agreement, in particular in the event of payment default, the Vendor shall be entitled to take back the delivered goods wholly or in part. In advance the Purchaser shall allow access to his premises and all measures that are necessary for securing retention of title. The cost of any withdrawal shall be borne by the Purchaser.

The Purchaser may neither pledge, sell nor otherwise assign to third parties the goods subject to retention of title. If the goods are taken into custody by a third party (e.g. attachment, seizure) then the Purchaser shall inform the Vendor immediately thereof. Any ensuing damages and all consequential costs shall be borne by the Purchaser.

5. Payment terms

Unless other payment terms are expressly agreed, invoices are to be settled purely net within 30 days from submission of invoice.

In the event of non-compliance with the payment schedule, the Purchaser shall owe default interest at the customary bank lending rate, but at least 8% p.a., from the due date, without reminder. Any incidental expenses and legal costs incurred by the Vendor in prosecuting the claim are to be borne by the Purchaser.

6. Plans, drawings and designs

The Vendor shall retain the copyright and usufructuary right to all drawings, plans and representations generated by him. Samples and models will be invoiced separately.

7. Place of performance, jurisdiction

Unless otherwise agreed, the place of performance for the parties' services shall be Hüttwilen. **The place of jurisdiction for all disputes arising from this agreement shall be Hüttwilen.** The Vendor reserves the right to prosecute the Lessee at his jurisdiction by operation of law also. The law of Switzerland shall prevail.