

1. General

These terms and conditions of Nüssli International AG (hereinafter referred to as NINT) shall apply save to the extent that the parties have made no other alternative agreements in singular instances. Additional agreements and modifications require written confirmation.

2. Technical documents and expertise

Brochures and catalogues are not binding. Information in technical documents is only binding to the extent that this is expressly assured. NINT retains all rights, in particular copyright and rights of use of the technical documents supplied, and of the drawings, plans, illustrations and drafts that it produces. Specimens and models shall be invoiced separately.

3. Deadlines/time limits

If deadlines or time limits which are within the control of the contractor cannot be met, the contractor must reimburse NINT for any additional expenses incurred; we reserve the right to claim further compensation.

The deadlines and time limits shall be extended accordingly if circumstances such as natural disasters, accidents, rebellion, industrial action, boycott, considerable disruptions of operation or official intervention prevent compliance.

4. Prices

Insofar as nothing else has been agreed in writing, prices are net, in CHF, excluding VAT and other taxes.

5. Conditions of payment

In the absence of any other agreement, NINT can in each case invoice up to 90% of the services provided. Invoices are to be settled within 30 days. Failure to comply with the agreed payment conditions shall create an automatic default situation, without an additional reminder. The terms of payment are always calculated from the invoice date. If payments are not made on due date NINT is entitled to charge 5% interest p.a. and collection fees.

6. Place of performance

The place of performance for all contractual services is NINT's head office, i.e. Hüttwilen/Switzerland.

7. Liability, insurances

- a) NINT's liability for consequential damages of any type such as, loss of business profits, loss through interruption of operations etc. is excluded to the degree permitted by law.
- b) Any possible fault on the part of NINT must be proved by the contractor.
- c) In the event of insufficient or inaccurate instructions from the contractor, no liability shall extend to NINT and the contractor shall afford full compensation for damage claims from third parties arising herefrom.
- d) If the contractor requires the assistance of particular agents and/or suppliers etc. any causal liability in this regard shall not extend to NINT and the contractor shall afford full damage compensation for third party claims in this regard.

8. Jurisdiction/applicable law

- a) The exclusive **PLACE OF JURISDICTION** for all disputes arising from the parties' business relationships is **NINT's head office** in respect of both parties.
- b) The legal relationship is subject to **SWISS LAW**. The applicability of the United Nations' Convention on Contracts for the International Sale of Goods dated 1 April 1980 (Viennese Sales Treaty) is excluded.

Receipt is herewith confirmed by: _____
(Place, Date) (Signature, Company stamp)