

General Sales Conditions

1. Tenders

- 1.1. Tenders which do not stipulate an acceptance date are not binding.

2. Conclusion of contract

- 2.1. The contract is deemed concluded when, on receipt of an order, we confirm its acceptance in writing. Verbal agreements are valid only if they are confirmed in writing.
- 2.2. A contract deemed to have been concluded can no longer be cancelled.

3. Scope and execution of contract

- 3.1. The scope and execution of the contract shall be as specified in our confirmation of order. Material or work not referred to therein shall be charged separately.

4. Technical documents

- 4.1. Technical documents, such as drawings, descriptions, illustrations and the like, and all weight data, shall serve as an approximate indication only, provided they have not expressly been specified as binding. We reserve the right to make any alterations considered necessary.
- 4.2. Technical documents are to be treated in confidence by the purchaser. They remain our exclusive property and may be neither copied nor reproduced nor communicated to a third party in any way whatever nor used for the manufacture of the goods or parts thereof. They may be used for operation and maintenance.
- 4.3. All document submitted with tenders which do not result in an order shall be returned to us on request or destroyed.

5. Regulations in force at destination

- 5.1. The purchaser must inform us of all laws, governmental and other regulations, which must be observed during the execution of the contract.

6. Price

- 6.1. Our prices are net ex works, excluding packing, in the currency quoted or by default in Swiss francs, without any deduction whatsoever. All additional costs, such as charges for packing, carriage, insurance, fees for export, transit, import and other permits and certifications shall be borne by the purchaser. He is also liable for all kinds of taxes, fees, customs duties and other charges. If we have included in our offer or in our confirmation of order the charges for packing, carriage, insurance and other additional costs, we reserve the right to adjust our prices should the tariffs, on which they are based, be modified.
- 6.2. Price adjustments after conclusion of the contract shall apply in case:
 - sliding prices have been agreed;
 - the delivery time is subsequently extended for one of the reasons stated in section 9.2.;
 - the extent of the agreed delivery or work involved has been changed, or
 - the goods or execution have been changed because the information submitted to us by the purchaser did not correspond to the actual circumstances or was incomplete.
- 6.3. A lump sum of CHF 50,- will be charged as administrative costs for all orders below CHF 300,- (excluding packing or freight costs)
- 6.4. Any hardware or software modifications requested by the customer, as well as the supply of components by the customer (e.g. computer or analyser) must be agreed upon before the contract is concluded. The resulting costs will be borne by the customer and specified by AESA in the offer.

7. Terms of payment

- 7.1. Payments shall be made to AESA S.A. by the purchaser with no deductions for cash discount, expenses, taxes or dues of any kind, in accordance with the conditions stated in the confirmation of order. Payment is deemed effected when Swiss

francs have been made freely available to us in Switzerland. If partial consignments are invoiced, payment shall be made for each individual consignment in accordance with the agreed terms of payment.

- 7.2. The due dates of payment shall also be observed if transport, delivery, commissioning or acceptance of the goods is delayed or prevented by circumstances beyond our control. The purchaser shall not withhold or reduce payments on account of complaints, claims or counterclaims not accepted by us. Payment shall also be made if unimportant parts are missing, which do not prevent the goods from being used, or if subsequent work on the goods is found to be necessary.
- 7.3. If the purchaser does not observe the agreed due dates of payment he shall without formal notice be liable to pay interest in arrears on overdue amounts from the due date at the rate of the Swiss National Bank, valid at that time, increased by 1%, provided that a higher rate of interest has not been agreed. Payment of such interest does not release the purchaser from his obligation to make payments on the agreed dates.
- 7.4. Down-payment will not be refunded under any circumstances

8. Property right

- 8.1. The goods supplied by us remain our property until full payment has been received. The purchaser undertakes to cooperate in taking any measures necessary for the protection of our property.

9. Delivery time

- 9.1. The delivery time commences as soon as the contract has been concluded, all official formalities, such as import and payment permits, have been obtained, payments due with the order have been made, any agreed securities furnished and the essential technical points have been settled. The delivery time shall be deemed to be duly observed if the goods are ready for dispatch by that time.
- 9.2. The delivery time shall be reasonably extended:
 - a) if the information required by us to execute the order is not received in time or if subsequent changes which delay the delivery are made by the purchaser;
 - b) if hindrances occur which, despite our due care, we cannot avoid, such as epidemics, pandemic, mobilization, war, riots, strikes, picketing, lock-outs, serious breakdowns, accidents, labour conflicts, delayed or deficient delivery of necessary raw materials or semi-manufactured and manufactured products, the need to scrap important components, official or other measures of whatever kind, transport difficulties, natural catastrophes;
 - c) if the purchaser is behind schedule with the work he has to carry out, or late in fulfilling his contractual obligations, in particular if he fails to observe the terms of payment.
- 9.3. The payment of liquidated damages for late delivery can only be imposed when it has been expressly agreed upon in writing and when it can be proved that the delay is our fault and as far as the purchaser can show that he has suffered a loss due to late delivery. Should we, however put a replacement at the purchaser's disposal, liquidated damages cannot be imposed.
- 9.4. The payment of liquidated damages for late delivery, if such have been agreed upon, shall for each full week's delay not exceed ¼ per cent, and in total not exceed 5 per cent of the sales price ex works of the delayed part of the goods (i.e. excluding all expenses for packing, customs duties, dues of all kinds, erection, etc.). In case the delivery time exceeds 6 months, the purchaser can demand in writing delivery within a final reasonable period of time. If the supplier fails to make delivery within the agreed period, the purchaser has the right to cancel the contract for that part of the product which has not been delivered
- 9.5. In the event of late delivery the purchaser has no other rights and claims other than those expressly stipulated in sections

9.3. and 9.4.esting and acceptance of goods.

10. Testing and acceptance of goods

- 10.1. Testing of the goods before shipment is carried out in accordance with our test procedures. Additional tests shall be agreed specifically upon the conclusion of the contract and shall be charged to the purchaser.
- 10.2. The purchaser shall examine the goods within a reasonable time and inform us immediately in writing of all defects and deficiencies for which we are responsible according to our contractual obligations. If the purchaser omits to do this, the goods shall be deemed to have been accepted.
- 10.3. Acceptance tests are carried out only if they have been agreed in writing with the purchaser. As far as circumstances allow, such tests will be carried out in our factory. If, for reasons beyond our control, the acceptance tests cannot be carried out within the specified time, the qualities to be determined by these tests shall be deemed proven.
- 10.4. If it is found from one of the afore-mentioned tests that the goods do not fulfil the terms of the contract, the purchaser shall without delay make available to us suitable opportunity to remedy any deficiency.
- 10.5. The purchaser shall have no other rights in case of deficient delivery, in particular to claim damages and to cancel the contract.

11. Packing

- 11.1. Packing is not returnable. However, if it is declared the supplier's property, it shall be returned by the purchaser, carriage paid.

12. Transfer of use and passing of risk

- 12.1. The benefit and the risk of the goods involved are transferred to the purchaser not later than the date of their leaving the supplier's works. Risk shall be assumed in accordance with the terms (Incoterm) agreed in the sales contract. If dispatch is delayed or prevented by circumstances beyond our control, the goods will be stored at the purchaser's expense and risk.

13. Transport and insurance

- 13.1. Special requests concerning forwarding and insurance must be made known to us in due course. The goods are transported at the purchaser's expense and risk. Complaints regarding transport shall be submitted by the purchaser to the last carrier immediately upon receipt of the goods or the shipping documents.
- 13.2. It is up to the purchaser to take out insurance against damage of any kind. Even if insurance cover is arranged by us, it shall be made on behalf of the purchaser and at his expense and risk.

14. Setting to work

- 14.1. In any cases, travel and hotel expenses of our staff, as well as transport expenses of commissioning instruments, shall be borne by the purchaser.
- 14.2. Setting to work will be invoiced separately unless clearly identified in the contract.
- 14.3. If commissioning has to be extended for reasons beyond our control (e.g. staff not available, equipment supplied by the customer not available or not in conformity), the resulting costs will be borne by the customer.

15. Warranty

- 15.1. The warranty period is 24 months. It begins when the goods are ready for dispatch or, at the end of the setting in operation should this have been agreed upon beforehand. If dispatch or commissioning is delayed for reasons beyond our control, the warranty period shall end not later than 30 months after the goods are ready for dispatch.
- 15.2. During the warranty period we undertake upon written request of the purchaser to repair or replace at our discretion and as soon as possible any parts of the goods delivered which can be proven to be damaged or unfit due to bad material, faulty design or poor workmanship. Replaced parts shall become our property if we do not explicitly renounce this. The purchaser shall have no other rights in case of

deficiencies in the goods delivered, in particular claims for damages and cancellation of the contract.

- 15.3. We shall bear the costs of repairing or replacing the defective parts if the work is performed in our factory. If we can prove that the defective parts cannot be repaired or replaced in our factory, all additional costs resulting from this, in particular travel expenses, shall be borne by the purchaser
- 15.4. The spare parts replaced by AESA employees have a warranty period of 12 months after the official date of repair. The spare parts purchased separately for stock or repair purposes have a warranty period of 12 months from the shipment date.
- 15.5. The warranty does not cover damages resulting from normal wear and tear, improper maintenance, failure to observe the operating instructions, incorrect operation, excessive loading, the use of unsuitable material, the influence of chemical or electrolytic action, the action of power voltage surges and lightning, from corrosion, erosion and such like, unsatisfactory foundation, building or erection work not undertaken by us and other reasons beyond our control.
- 15.6. The warranty expires if the purchaser or a third party undertakes alterations or repairs to the goods without our written consent, or if the purchaser does not immediately take appropriate steps to prevent any damage from becoming more serious and to enable us to rectify the defect.
- 15.7. If on expiry of the warranty period the purchaser has made no specific written claims under the terms of the warranty, we are released from our guarantee obligations.
- 15.8. We accept liability for goods supplied by subcontractors only to the extent of their warranty obligations.

16. Liability

- 16.1. We undertake to carry out the order in accordance with the terms of the contract and to fulfil our warranty obligations. We shall not be liable to the purchaser for any rights and claims other than those stipulated in 15.1 – 15.8.

17. Place of performance

- 17.1. The place of performance is Bevaix for both us and the buyer, regardless of the delivery terms (Incoterms).

18. Jurisdiction and law applicable

- 18.1. The court of jurisdiction is in Boudry (CH) both for us and for the purchaser. However, we also reserve the right to appeal to the competent court of a third country.
- 18.2. The contract shall be governed by Swiss law.
- 18.3. To facilitate understanding of our general terms and conditions of sale, versions in different languages may exist. In the event of a dispute, only the French language version shall be deemed authentic.

19. Validity

- 19.1. These general sales conditions are valid in all respects not otherwise settled by mutual written agreement. Special conditions stipulated by the purchaser which are in contradiction with these general sales conditions are valid only if we have accepted such special conditions in writing.