

# Terms of Sales and delivery

## 1. Precedence of the terms of sales and delivery of the Maurer Magnetic AG

In all the business transactions with the Maurer Magnetic AG (subsequently called the MMAG), the terms of sales and delivery as listed below will apply. The MMAG do not acknowledge any general business terms (AGB), neither do they acknowledge any particular agreements on the part of the customer / purchaser, unless the take-over has been accepted expressly and in writing by the MMAG. Nor can this formal regulation be cancelled by any oral agreement. With the acceptance of these general terms of sales and delivery by the customer / purchaser, any terms of purchase and business by the customer / purchaser, concerning the business transaction, are declared void, unless the deviations have been agreed upon expressly and in writing. General terms of business (AGB) of the customer / purchaser counter to the aforementioned will not even become part of a contract if MMAG do not object, or perform any action in connection with this transaction.

## 2. Reservation of form in case of conclusion of a contract

A sales contract with the MMAG has been realised in case:

- the parties have agreed on a written contract;
- an order received by the MMAG has been confirmed in writing;
- the material has been made available for delivery without confirmation of the order in case of short term orders;
- material has been purchased directly from the manufacturers.

As a result of such action, the customer / purchaser accepts the general terms of sales and delivery of the MMAG.

## 3. Subject matter of a contract

For the precise descriptions of goods which have to be delivered, (kind of, equipment, quantity, etc.) the written contract or the confirmation of the order of the MMAG are conclusive. Services and goods which are not included therein, will be billed separately.

## 4. Prices

The prices are, on principle, subject to confirmation and not binding. They can be changed at any time, even without prior notification. Prices based on offers are binding in case of immediate acceptance of the offer and for the quantities indicated in the offer only. The MMAG reserve the right to invoice deliveries according to the prices valid on the day of delivery.

Unless there is any contrary written agreement, the customer / purchaser has to bear any kind of taxes, levies and duties, and any other kind of public fees.

Expenses caused by cash on delivery or any other expenses which arise through the employment of any direct debit services are charged to the customer purchaser. If appropriate, the invoiced amount may be calculated on a flat-rate basis and is not deductible.

In case the customer / purchaser demands partial deliveries, the prices are determined by the quantity of each partial delivery.

For the Swiss market, the minimum value of an order to justify the granting of quantity discounts is CHF 100.--. For the export market, the minimum value of an order to justify the granting of quantity discounts is EUR 100.--. Orders which are invoiced in any other currencies will be calculated accordingly.

In case of small orders, an additional flat-rate per order has to be charged.

## 5. The transfer of benefits and risks

The transfer of benefits and risks coincides with the availability of the packed goods on the ramp of the place of delivery of the MMAG.

## 6. Packaging and delivery

Packaging materials are charged at cost price and not taken back. However, in case the packaging has previously and particularly been identified as the property of the MMAG, the packaging has to be returned to the address indicated by the MMAG and delivery has to be paid for by the sender. The choice of the manner of delivery and the carrier remain at the discretion of the MMAG. Delivery always occurs on the risk of the customer / purchaser and is charged accordingly.

## 7. Deadlines for delivery

The deadline for delivery indicated in the offer, the confirmation of the offer or in the notification of a backlog, must be considered as approximate only. The MMAG reserve the right to deliver partially. In case the deadlines for delivery cannot be adhered to, the customer / purchaser cannot claim damages or cancel the contract in any circumstances. The deadline for delivery will be extended appropriately in cases of operational difficulties, deliveries from suppliers which failed to meet deadlines, at the occurrence of any Act of Providence, or if obligation of the customer / purchaser according to the contract are not fulfilled or in arrears.

In the case of delayed acceptance of the delivered goods, the customer / purchaser bears any cost or risk which would result from such a delay.

## 8. Terms of payment

Invoices issued by the MMAG are payable net, without discount or any other deductions, within 20 days of the date of issue. With the exception of advance payment or cash on delivery. Delays of delivery are irrelevant. Complaints concerning invoices have to be made immediately and in writing. Checks are not accepted as a means of payment, unless their acceptance has previously been confirmed in writing by the MMAG. CHF 30.- will be charged for expenses incurred by the cashing of checks. Checks only count as payment from the point in time of their being cashed. In such cases, the discount charges, which are normally charged by the banks, will apply in case the term exceeds the objective of payment within 20 days. Transfer and collecting fees are charged to the customer / purchaser.

For delayed payments, without particular reminder, default interest is due automatically from the due date. The rate of the default interest will be calculated according to the normal interest rate conditions of the domicile of the customer / purchaser, however, the minimum rate per annum will be 8%. The obligation for payment according to contract will not be rendered void by the payment

of default interest. Private customers within Switzerland receive deliveries exclusively by cash on delivery. No deliveries to private customers abroad are carried out.

## 9. Complaints, guarantee and liability

Complaints have to be made in writing and within 8 days of the receipt of the delivery, otherwise the delivery will be regarded as accepted. Loss on goods in transit or complaints in relation with cargo documents, have to be confirmed by the last carrier at the time of receipt and without delay. In cases of justified complaints, the damaged goods will be replaced.

Any claims such as transformation, reduction and claims for damages are ruled out. Any retention or reduction of payment because of complaints, any other claims, or counter demands which have not been accepted by the MMAG expressly and in writing, are invalid.

## 10. Term of warranty

The term of warranty is 12 months from the date of delivery.

Any other agreements, particularly with third parties, cannot be accepted as a means of recourse against the MMAG.

## 11. Goods returned

On principle, goods ordered and correctly delivered, can only be taken back in exceptional and previously agreed upon circumstances. The amount of the credit entry for goods returned remains reserved, however, it will amount to a maximum of 80% of the invoice or the daily price. In addition, a processing fee of CHF 100.- will be charged. The delivered goods have to be returned to the address indicated by the MMAG and, return delivery has to be paid for by the sender.

## 12. Specifications and obligations of delivery

The goods are delivered according to the specifications imposed by the MMAG. Specifications may be subject to change in case of orders issued with a deadline or running orders. Such changes must be subject to previous notification and agreement and may occur in case a supplier to the MMAG is not in a position to deliver according to the precisely same specifications any longer, or production has ceased. The MMAG reserve the right to carry out deliveries through third parties.

## 13. Reservation of title

Deliveries made by the MMAG remain the property of the MMAG until full payment, also of future claims has occurred. Until the date of the transfer of ownership, the customer / purchaser is obliged to maintain the delivered goods appropriately and, at the expense of the customer / purchaser, to insure them in the favour of the MMAG. In case of further processing, the co-ownership of the MMAG is maintained in accordance with the still outstanding claims.

## 14. Right of protection

All the products, stamps and drawings etc. are protected and must not be copied, nor made accessible to third parties. Any offence committed in this respect renders the offender liable to full damages.

## 15. Utilisation of software

Software of the MMAG, which has been passed on to the customer / purchaser, remains the property of the MMAG.

Any reproduction or distribution of the software, also without any particular licence agreement, is prohibited. The right of use is restricted to the predisposed utilisation according to the purchase contract.

## 16. Technical documents

The MMAG reserve the right to carry out changes with respect to dimensions in diagrams and information in the catalogue. The indications with regard to adhesive force and weight are only approximate.

## 17. Delivery documents

Each delivery is accompanied by a delivery note as well as the terms of sales and delivery.

## 18. Invalidity of agreements according to contract

In case particular contractual agreements between the parties or regulations of the present general business terms are invalid or void, it does not automatically follow that all of the agreement is invalid or void. Rather, the agreements which are invalid or void, have to be replaced by others, which are applicable, conform to the jurisdiction and approximate the economic rules as fully as possible. They have to be replaced by the parties to the contract or by the judge.

## 19. Applicable rights

All the contractual agreements made on the basis of these terms of sales and delivery, are subject to Swiss jurisdiction. The validity of the agreement of the United Nations regarding contracts about the international sale of goods from the 11th April 1980 (CISG) is excluded.

## 20. Place of jurisdiction

The place of jurisdiction for both parties is CH-8627 Grüningen (Switzerland).

Version October 2007

German version at [www.maurermagnetic.ch](http://www.maurermagnetic.ch) (can be ordered)

French version at [www.maurermagnetic.ch](http://www.maurermagnetic.ch) (can be ordered)

This translation of the terms of sales and delivery serves as information. The only binding version is the one issued in German.