

## **GENERAL CONDITIONS OF SALES**

### **1. Scope**

These general conditions apply to all our sales unless they are modified or completed in the form of written agreements.

### **2. Offers**

Our offers are all made on a non-binding basis. We reserve ownership rights and copyright on all our designs and models. Our offers are valid for four months.

### **3. Order**

An order becomes valid once we have accepted it and confirmed our acceptance in writing.

### **4. Prices**

Unless agreed otherwise, our prices are stated ex-factory. The client bears the costs for packaging, insurance and transport.

### **5. Payment conditions**

Our invoices are payable at 30 days net, without any deductions. Any bank charges arising from payment are borne by the purchaser. Clients waive their right to claim compensation.

### **6. Delivery times**

We endeavor to respect the estimated delivery times, which are calculated as accurately as possible. We cannot, however, provide any guarantees in the case that the delivery date is not respected.

The delivery date is extended proportionally in cases of force majeure, including as a result of strikes, and whether such incidents take place at our premises or those of our suppliers. No indemnities as a result of delay and in particular no form of compensation or interest due will be awarded

### **7. Dispatch**

Our goods are always transported – even if dispatched carriage paid – at the recipient's risk.



## **8. Complaints**

Complaints relating to possible faults with the items must be made to us in writing at the latest 60 days from the invoice date. Should no letter of notification be received, the delivery is considered to be accepted.

## **9. Warranty**

### **A. General issues**

We guarantee that the items comply with the specifications provided and will replace any items that do not comply therewith or carry out any adjustments necessary in order to achieve compliancy.

### **B. Warranty period**

If no complaint is received within 60 days of the invoice date, no guarantee is given.

### **C. Exclusion from guarantee**

We decline all responsibility should goods we have delivered be subjected to repairs or any form of manipulations by a third party, or if the goods are inappropriately used.

## **10. Cancellation of order by the purchaser**

An order may only be cancelled if the client bears the cost of items that have already been finished as well as any costs incurred for development, tooling and treatments.

## **11. Cancellation of order by the seller**

In case of force majeure or under exceptional circumstances beyond our control, we reserve the right to cancel the contract without the client being entitled to any form of indemnity.

## **12. Jurisdiction and applicable law**

Swiss law only is applicable in the case of dispute. The sole jurisdiction applicable to the present terms is that of the Canton of Neuchâtel: this is expressly accepted by the client.

Bôle, November 1<sup>st</sup>, 2007

