

## General Conditions of Sale and Delivery

1 These General Conditions of Sale and Delivery (**GCSD**) apply exclusively for business transactions between the Orderer (the Client) and LINE TECH AG (**LINE TECH**). General Conditions of Purchase or other business conditions of the Client do not form part of the agreement, even if reference is made to them in other documents or they are not explicitly excluded. These GCSD are binding for all present and future business transactions, even if specific reference is not made to them and to the extent that a confirmation from LINE TECH or a written agreement between the parties does not expressly deviate from them. LINE TECH can also invoke oral agreements, orders and deliveries on call.

2 All catalogues and offers by LINE TECH are subject to change and non-binding. Orders only bind LINE TECH after written confirmation. The confirmation is deemed to have been approved by the Client if it is not contradicted by the Client within 3 working days after receipt.

3 Measurements, weights, technical specifications, illustrations and descriptions as well as delivery times and dates are only binding if they are agreed as such; otherwise they represent merely points of reference.

4 Partial deliveries are permitted.

5 Subsequent amendments to the terms of delivery or failure on the part of the Client to fulfil its contractual obligations completely or at all, unforeseen occurrences which are beyond the control of LINE TECH such as operational disruptions, strikes, lock-outs - at its own premises or at those of sub-contractors - prolong the delivery time as necessary, even if they take place when delivery is already overdue.

6 Compliance with the delivery time or date depends upon the date on which the goods leave the factory or their readiness for despatch is communicated.

7 To the extent that a delivery time or date has been bindingly agreed, the Client shall, in the case of delay, set a reasonable additional period. Even if LINE TECH does not deliver within the subsequent period, the Client shall not be able to assert any claims for damages due to late delivery beyond the claim to delivery itself.

8 Deliveries take place FCA Glattbrugg (INCOTERMS 2010). This also applies if LINE TECH organizes and/or pays for the transportation. Interpretation of the delivery terms shall be in accordance with INCOTERMS 2010 to the extent that these GCSD do not foresee anything else.

9 Packaging shall be charged additionally at cost prices and will be not be taken back.

10 The Client is obliged to inform LINE TECH in good time of any particular preconditions and stipulations at the place of destination (e.g. safety regulations, customs formalities, requirements for import, re-export bans, etc.) to the extent that they are of significance for execution of the order and the delivery.

11 All prices are understood to be net, FCA Glattbrugg (INCOTERMS 2010), plus value-added tax, costs of packaging, despatch, insurance, charges and customs duties, etc.

12 Installation, commissioning, training and user support are provided by LINE TECH on request of the Client to the extent possible and are not included in the price but shall be payable separately in accordance with the standard tariffs of LINE TECH.

13 Orders for goods with a value of less than CHF 200.- are subject to a surcharge of CHF 20.-.

14 Payments are to be made net, without any deductions, within 30 days after the date of the invoice. For larger orders or longer production times, LINE TECH can demand payment of a deposit when the confirmation is issued.

15 In the case of late payment, interest shall become payable at a rate of 8% from the date of the invoice under reserve of the assertion of further claims for damages. Retention of payments or offsetting with any existing counterclaims against LINE TECH are not permitted.

16 In the case of late payment or indications of a deterioration in the Client's ability to pay or impending insolvency of the Client, LINE TECH is entitled to invoice the entire price, plus estimated transport and other ancillary costs before execution and delivery of the order and to make the acceptance or execution of the order dependent upon the provision of collateral or prepayment.

17 LINE TECH shall retain ownership of the goods delivered until all claims against the Client arising from the existing business relationship have been settled.

18 LINE TECH guarantees compliance with the specifications explicitly mentioned as binding in the agreement and, in general, for execution of orders in accordance with the care which is standard for the industry. The guarantee (factory warranty) is for twelve months calculated from the date of delivery unless any longer term has been agreed.

19 Excluded from the warranty are defects and disruptions which are beyond the control of LINE TECH such as normal wear and tear, acts of God, careless handling, tampering by the Client or third parties, excessive usage beyond the predefined purpose, unsuitable operating materials or extreme environmental conditions, failure to comply with the instructions for assembly, operation and maintenance, etc.

20 The Client is obliged to carry out the necessary examination within 30 days after receipt of the goods and to provide written notification of any defects.

21 For each defect, the Client shall have the sole right to demand subsequent improvement or subsequent delivery of flawless goods, whereby the choice shall be at the discretion of LINE TECH. LINE TECH shall carry out this necessary work at its own discretion on its own premises or those of the Client. In the latter case, the Client shall provide free access to its premises by LINE TECH. Any ancillary costs such as those of transport, travelling and overnight accommodation, as well as the costs of disassembly, assembly and restoration of flawless components shall be borne by the Client.

22 To the extent that LINE TECH does not rectify the defect within a reasonable period of time, the Client shall be entitled, depending on the gravity of the defect, to demand reduction or reversal of the order. In this case, LINE TECH shall pay to the Client an appropriate proportion of the price for the goods or the entire contractual price simultaneously against return delivery of the defective goods. Return delivery of the defective goods shall take place at the cost of the Client.

23 LINE TECH shall be liable solely for damages incurred by the Client in direct connection with the infringement of contractual obligations which have been caused by LINE TECH deliberately or through gross negligence. Liability through slight carelessness by LINE TECH or assistant personnel acting under the instructions of LINE TECH is excluded to the extent permitted by law.

24 LINE TECH can in no case be held liable for direct or indirect consequential damages, damages incurred by third parties or lost profits (e.g. as a consequence of sales not having taken place or operations having been interrupted).

25 Any further liability shall only be taken over by LINE TECH within the framework and under the conditions of the product warranty insurance which LINE TECH has taken out if and to the extent that such insurance coverage is paid out.

26 The exclusion and/or limitation of the liability of LINE TECH also applies with regard to the liability of LINE TECH's employees, representatives and assistant personnel involved in execution of the order.

27 The Client may not remove the stickers/signs relating to the exclusion of liability and, to the extent technically possible, is required to leave them in a clearly visible position, to hand over the instructions for use and not to assume any farther-reaching guarantees or liabilities to its customers beyond those described in these GCSD. Otherwise, the Client shall hold LINE TECH fully harmless from any damages which arise as a consequence thereof.

28 All rights to the materials made available by LINE TECH to the Client (drawings, illustrations, calculations, descriptions, models and other documents, information and ancillary materials) remain with LINE TECH. The Client is obliged to keep manufacturing and business secrets of LINE TECH and the materials made available to the Client confidential and may not make unauthorized use of them, nor make them accessible to third parties and to return them to LINE TECH on first request.

29 If any individual terms of these GCSD prove to be or become partially or entirely invalid, the effectiveness of these GCSD and the agreement shall remain unaffected in all other respects.

30 Swiss law is applicable for all legal matters between LINE TECH and the Client, under exclusion of the regulations contained in the United Nations Convention on Contracts in the International Sale of Goods dated 11 April 1980 (the Vienna Convention on International Sales Law) and the regulations of international private law.

31 **The place of jurisdiction is at the domicile of LINE TECH.**

Edition [March 2015]

**Line Tech AG**  
**Europastrasse 19**  
**CH-8152 Glattbrugg**  
**Tel +41 (0)43 211 68 68**  
**Fax +41 (0)43 211 68 69**