



## **Standard Terms and Conditions of Business**

### **1 Validity**

The following terms and conditions of delivery and payment will be deemed accepted by the customer upon placement of an order. The customer's standard terms and conditions of business, if applicable, and any deviation from the present Terms and Conditions will be valid subject to our written consent only.

### **2 Place of Performance — Risk of Loss — Delivery Conditions**

Delivery is made by DIAMETAL ex works (EXW, Incoterms 2000) in each case on the account of our customer and at our customer's risk of loss. Overdelivery and underdelivery of +1- 10 % of quantities ordered, as well as partial deliveries are permissible. The place of performance regarding payments is CH-2500 Biel.

### **3 Prices — Terms of Payment — Default Payment**

All prices are quoted net of value-added tax and accessory charges (e.g., packaging, freight, insurance, custom fees, etc.), which will be invoiced to the customer separately. The purchase price of any delivery will be due for payment within 30 days from the invoice date. In case the customer should be in default of payment, the customer will be liable to pay default interest at a rate of 8 % p.a. as accruing from the due date of payment. Furthermore, DIAMETAL will be released from performance of its obligations until receipt of payment as overdue.

### **4 Delivery Date**

Delivery dates stated by DIAMETAL are always approximate and never constitute a fixed deal. Insofar as legally permissible, the customer is not entitled to any claim for damages in case of DIAMETAL defaulting in delivery.

# DIAMETAL

*Success with precision*



## **5 Drawings — Tools — Property Rights**

Specifications in documentation of DIAMETAL, e.g., illustrations, or of weights or dimensions, are authoritative on an approximate basis only, unless expressly designated as binding.

DIAMETAL is entitled to all rights in and to the designs and drawings produced by DIAMETAL, as well as in and to tools and inventions used, even if the customer has been charged with a part of the expenses incurred to this effect.

The customer warrants without limitation that no third party's rights will be infringed by DIAMETAL's producing articles in accordance with the customer's specifications.

## **6 Inspection of Goods**

Representations regarding quality characteristics are not binding unless expressly declared as binding in the related order confirmation or specifications. The customer shall inspect all goods immediately after receipt. Any defect shall be reported to us in writing immediately, or not later than within 10 days after the delivery date. In case of any justified claim for defect, DIAMETAL shall at its option replace or repair the defect article(s) or refund the price thereof at such amount as equalling the reduction in value. Any further warranty rights, including without limitation any claim for damages, are explicitly excluded to such extent as legally permissible (cf. para. 8 hereof).

## **7 Customer's Duties of Care in Using our Products — Exclusion of Liability for Consulting Services**

Any consulting services we may provide to the customer with respect to application technology are — subject to any compulsory regulation provided by law — explicitly provided under disclaimer of any liability whatsoever. In particular, our consulting services do not release the customer from its responsibility to inspect the purchased products in view of their suitability for intended procedures and purposes. Furthermore, the customer undertakes to make sure that our tools will always be applied in strict compliance with the safety regulations related to the machinery being used for such purpose.



## **8 Liability**

Any damages that may be due for material defects or any defect in title will be limited to such corrective performance as specified in para. 6 above, yet in any case to the value of the defective performance at issue. Warranty will be forfeited immediately if and when the delivered article is installed or repaired improperly by the customer or a third party.

Any liability for consequential damages caused by a defect and for property damages of any kind is explicitly excluded to such extent as legally permissible.

The same provision applies to any damages claimed under any other title, e.g., non-performance or positive breach of contract, or damages claimed by way of recourse.

## **9 Reservation of Ownership**

Ownership of the products delivered will remain with us until full payment has been effected of all claims attributable to our business relationship, inclusive of any collateral charges. The customer undertakes to assist DIAMETAL without reservation in filing an application to this effect with the registry of the competent debt enforcement office, all to such extent as necessary and upon first request. In combination with any order placed with DIAMETAL, the customer authorises DIAMETAL in particular to apply for registration of ownership reservation in public registers and books at the customer's expense.

## **10 Governing Law — Place of Venue**

This delivery contract is governed by Swiss law, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.

**The sole legal venue shall be Biel/Bienne, Switzerland.**

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