

## **§1 Scope**

The following general terms and conditions (GTC) apply to all current and future business relations between the company Iseli + Co. AG and its Customers and business partners worldwide.

## **§2 Offer, cost estimate**

1. The descriptions of the delivery item in the brochures, price lists and the like are not binding without our written confirmation.
2. Our offer is subject to change and is valid until the printed deadline. If no deadline is stated, the offer is valid for at most three months.

## **§3 Placing an order**

1. An order shall be deemed accepted and the scope of delivery as specified when it is confirmed in writing by ISEL I by means of an order confirmation.
2. When placing an order for immediate delivery, even verbally or by telephone, the delivery conditions of ISEL I apply; in this instance, the delivery note or the invoice is regarded as the order confirmation.
3. We expressly reserve the right to adjust the order received to technical modifications and changes in form, color and/or weight. However, there is no obligation to do so. The changes required by the Customer are subject to charge.
4. Illustrations, drawings, calculations, or other information both tangible and intangible - including in electronic format - are under ISEL I ownership and copyright. They may not be made available to third parties.
5. The performance of the contract is subject to the correct and timely delivery by our Suppliers. The Customer will be informed immediately of the unavailability of the goods or services. In case of delay in the delivery, the Customer has no right to terminate the contract neither to claim for direct or indirect damages caused by the delay.

## **§4 Prices and payment**

1. Our prices are EXW (ex Works) unless otherwise agreed. Packaging and transport costs will be charged separately.
2. If the Supplier, after signing the contract learns of a significant deterioration in the financial conditions of the customer, the Supplier is entitled to demand payment in advance. Likewise, the supplier can under these circumstances hold back consignments not yet carried out and/or cancel the contract.
3. The terms of payment, unless otherwise agreed, are as follows:
  - For orders under CHF 5,000.00 from date of invoice within 30 days net.
  - For orders over CHF 5,000.00 as follows:
    - 30% at order confirmation
    - 50% two weeks before delivery
    - 20% in a final invoice

Payment is due within 10 days from the date of issue.

## **§5 Delivery**

1. The delivery period begins with the dispatch of the order confirmation by the company ISELI.
2. The shipment of goods is at the risk of the Customer. With the delivery of the goods to a carrier or to the post office, but no later than the delivery from our warehouse, the risk passes to the Customer, even if the transport costs are at our expense. Insurance against transportation damage is provided only at the express written request of the Customer and its cost must be borne by the Customer. The Customer is solely responsible to assert any transportation damage claims against the companies liable for such damages. The agreed upon delivery deadline is met whenever possible. The delivery deadline is met if, before its expiration, the goods leave the factory or readiness for dispatch has been notified.
3. The agreement of delivery deadlines does not constitute a firm deal; times and dates are only approximate, if they are not explicitly indicated as binding in the order confirmation.
4. The delivery times indicated by ISELI are not in principle a contractual obligation. Deadlines that are not explicitly stated as binding in the order confirmation are only approximate.
5. Delivery and performance delays due to force majeure (war, fire, strike, operational disturbances of Suppliers or by us, etc.) and also unpredictable regulatory measures, shall entitle us to postpone delivery or performance by the duration of the hindrance plus a suitable period or to withdraw from the contract wholly or partially for the part not yet fulfilled.
6. We are explicitly entitled to partial deliveries.
7. Deliveries on call must be expressly agreed. In case the business is sold, merged and the like, the existing contracts are assigned to the legal successor of the Customer.
8. Safety regulations must be observed.

## **§6 Returns**

1. Complaints must be made in general within 10 days after delivery.
2. Returns will be accepted after consultation. Returned items due to wrong orders will be credited only for 60%. The shipping and transportation costs will not be credited.
3. Incorrect deliveries and manufacturing defects can be returned at any time. They will be fully credited.
4. Return shipments must be prepaid and are at your own risk and liability.

## **§7 Installation, commissioning**

1. Installation, commissioning (initial operation) and demonstrations, unless otherwise agreed, must be paid for separately without deductions. Preparation, travel and waiting time will be charged as working time. Before the arrival of ISELI technicians, the required substructure must be complete and the equipment must be readily available at the place of installation.
2. The Customer agrees to provide ISELI technicians with all necessary lifting equipment, support staff, materials, etc. on time and free of charge even if the installation is included in the price of each delivery or if a lump sum had been agreed for the installation. If the Customer does not fulfill this obligation, the deadlines indicated by us for delivery, installation,

completion/commissioning are voided. Follow-up costs are charged to the Customer. The preparations for the commissioning of a machine must be made by the Customer, including the electrical connection of the machine.

## **§8 Liability**

ISELI excludes any liability, irrespective of its legal basis, as well as claims for damages against ISELI and any auxiliary workers and subcontractors. In particular, ISELI shall not be liable for indirect damages and consequential damages, loss of profit or personal injury, damage to property and pure economic losses of the customer. However, this shall not affect the applicability of compelling statutory regulations such as, for example, the liability for gross negligence or unlawful intent.

## **§9 Warranty / Defects**

1. The warranty period is 12 months from the date of commissioning or delivery.
2. Complaints about visible defects must be notified in writing within 10 days after receiving the goods.
3. Undetected defects must be reported in writing immediately after discovery. Replaced parts become property of the Supplier.
4. The warranty is limited to the free repair of the defect. If the complaint proves to be justified, the repair or replacement costs directly borne by the Supplier include the costs of the replacement part and its shipping.
5. The Supplier also bears the cost of removal and installation as well as the costs of any necessary provision of technicians and support staff, including travel expenses, provided that this does not impose a disproportionate burden on the Supplier.
6. If the complaint turns out not to be justified, the Customer is obliged to compensate the Supplier for the costs incurred for the investigation of the complaint in accordance with the current price list of the Supplier.
7. In particular, no warranty is applied in the following cases:
  - 7.1. Unsuitable or improper use, faulty assembly or commissioning by the Customer or third parties, natural wear and tear, incorrect or negligent handling, improper maintenance, unsuitable operational equipment, defective construction work, unsuitable foundations, chemical, electrochemical or electrical influences – insofar as they are not the responsibility of the Supplier.
  - 7.2. Natural wear or if the goods have been altered in such a way that they no longer can reveal the cause of the defect or if the Buyer/Customer carries out - or get others to carry out - corrective measures for the installation and repair of defective parts, or if the Buyer/Customer disregards the maintenance and operating rules applicable to the delivery item and causes the defect.
  - 7.3. Damage caused by climatic influences.
8. If the Customer or a third party carries out an improper repair, there is no liability of the Supplier for any consequences thereof. The same applies for modifications of the delivery item made without the prior consent of the Supplier.
9. In no case whatsoever shall the Customer claim for compensation for damage not caused by the delivered goods themselves, such as loss of production, loss of use, loss of orders, loss of profit or other pure pecuniary loss.

## **§10 Retention of title**

1. The delivered goods remain property of Isele + Co. AG until full payment of the invoice. The buyer is obliged to cooperate in any measures necessary to protect the property. In particular, the Customer authorizes Isele + Co. AG upon conclusion of the contract to enter at the Customer's expense the registration of the retention of title in the public registers in accordance with the legal requirements and to fulfill all formalities in this respect. Address changes must be reported.
2. Isele is entitled to keep the goods insured at the expense of the Purchaser against theft and other damage if the Customer has not provided an insurance policy.

### **§11 Use of Software**

If software is included, the Customer is granted a non-exclusive right to use the software including its documentation. The Software may not be modified by third parties or passed on.

### **§12 Notification duty of the Customer**

The Customer shall immediately notify ISELE on request, if and to which company a resale or transfer of the delivered machines takes place.

### **§13 Final provisions**

1. Should individual provisions of these General Terms and Conditions be void and/or ineffective in whole or in part, the validity and/or effectiveness of the remaining provisions or parts of such provisions shall remain unaffected. The invalid and/or ineffective provisions shall be replaced by others that are economically as close as possible in intent and purpose to the invalid and/or ineffective provisions in a legally effective manner. The same applies to any omissions in the regulation.
2. Place of performance CH 6247 Schötz, Switzerland
3. The place of jurisdiction shall be Willisau LU, unless the law provides for a mandatory legal venue.
4. Competence lies with the ordinary courts of law: all legal relations between the parties are subject to Swiss law.
5. These provisions apply from: March 01 / 2018