

# General Terms and Conditions of Sale

## 1. General information

Anapol Instruments Engineering Inc. provides its supplies and services in Switzerland on the basis of these General Terms and Conditions of Sale. General terms and conditions of sale of the customer are not applicable, not even if the customer refers to such terms and conditions.

Amendments and supplements to these General Terms and Conditions of Sale must be made in writing.

## 2. Scope of supplies and services

The supplier's deliveries and services are itemized in the order confirmation, including any appendices to it. The supplier is authorized to make changes that lead to improvements, where these do not increase the price.

## 3. Advertising brochures and catalogues

Information in brochures and catalogues is not binding. Information in technical documentation is binding only if expressly guaranteed.

## 4. Prices

4.1 All prices are - in the absence of any agreement - net prices, ex works, excluding packaging, in freely available Swiss Francs.

4.2 All additional costs, e.g. for freight, insurance, export, import and other permits and certifications, shall be borne by the purchaser.

4.3 Likewise, the purchaser shall bear all taxes (especially VAT), levies, fees, duties (and the like) that are imposed in connection with the contract, or reimburse the supplier for them against corresponding proof, if the supplier has to pay for them.

## 5. Delivery dates

5.1 The supplier shall strive to meet the delivery deadline, which is recorded in the order confirmation. The delivery deadline is met if the "ready for dispatch" message is sent to the purchaser by its expiry.

5.2 The delivery deadline shall be extended by an appropriate period if hindrances occur which, despite due care, the supplier cannot avert, regardless of whether they originate from him, the purchaser or a third party.

5.3 The meeting of the delivery deadline presupposes full compliance with the contractual obligations by the purchaser.

5.4 If a specific date is agreed upon instead of a delivery deadline, this is equivalent to the last day of a delivery deadline.

5.5 Failure to meet delivery times and dates does not constitute the right to claim damages.

## 6. Payment terms

Invoices of Anapol Instruments Engineering Inc. are payable within 30 days after the date of the invoice. If the customer fails to meet the stipulated payment terms, interest on arrears will be payable from the due date on without further warning.

## 7. Retention of title

Anapol Instruments Engineering Inc. retains ownership of the goods it supplies (especially consignment goods) until paid in full. The customer authorizes Anapol Instruments Engineering Inc. to enter the ownership in the official register and fulfill all related formalities.

## 8. Transfer of benefits and risks

Benefits and risks are transferred to the customer upon the departure of the shipment from the warehouse of Anapol Instruments Engineering Inc.

## 9. Inspection and acceptance

The customer must inspect supplies and services provided by Anapol Instruments Engineering Inc. within 5 business days and promptly notify Anapol Instruments Engineering Inc. of any defects in writing. Otherwise, supplies and services are deemed to be accepted, subject to any hidden defects.

## 10. Warranty

The warranty period is 12 months. It begins with the date the delivery leaves the factory.

If inspected in due time and upon prompt notification Anapol Instruments Engineering Inc. is obligated only to subsequent rectification of defects within a reasonable time period, excluding the right of rescission of sale and reduction of purchase price.

The purchaser is not entitled to further claims, especially for compensation for damage or consequential damage. For replaced or repaired parts, the warranty period begins to run again for 12 months as of the replacement or the completion of repair. With respect to defective supplies and services, the customer only has the rights expressly specified in section 10. Moreover, this disclaimer does not apply in so far as any mandatory provisions oppose it.

## 11. Change of these General Terms and Conditions of Sale

Anapol Instruments Engineering Inc. reserves the right to amend these General Terms and Conditions of Sale without notice.

## 12. Jurisdiction and applicable law

12.1 The place of jurisdiction for the purchaser and the supplier is the place where the supplier has its head office. The supplier is entitled to take out legal action against the purchaser at its place of residence.

12.2 The contractual relationship is governed by the substantive laws of Switzerland, excluding the United Nations Convention.

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