

GENERAL CONDITIONS OF CONTRACT

1. Validity

Offers and the prices quoted therein are valid only in their written form and for the duration indicated. Oral agreements attain validity starting with their written confirmation.

2. Effects of the General Conditions of Contract

Offers, all project planning, sale and supply are subject to these General Conditions of Contract. Where special conditions between the parties have been agreed, the General Conditions shall be applicable supplementary to the special conditions.

3. Confidentiality

Neither of the parties will pass on any data, information or knowledge, which they gain in the course of the execution of the contract and which is not common knowledge in their field of activity or which is not generally available or known, to any third party without the express approval by the other party. Both parties will do their utmost to prevent access to such knowledge by any third parties. The parties to the contract will further ensure that this obligation is known and adhered to by their employees and agents.

4. Prices/Payment conditions

If not specified otherwise the prices are understood to be expressed in Swiss Francs, net, ex works according INCOTERMS, without packing. Further, there are no provisions made in the contract price for any other taxes, fees, duties, levies or other dues which might be payable in the country of the Buyer. Banking cost of the Buyer, cost for required approvals by his authorities, fees etc. incurred in his country are born and paid by the Buyer.

The payment conditions as stipulated in the offer respectively agreed in the contract shall apply.

5. Reservation of ownership

Ownership on all contractually agreed supplies and services remains with **fitech ag** until the final payment has been received.

6. Delivery period

The delivery period begins with the order and the clarification of all technical and commercial questions. Any delay in receipt of down payment, provision of agreed information, drawings, specifications, etc. or due to changes requested by the Buyer will extend the delivery period accordingly.

7. Force Majeure

Cases of Force Majeure are understood to mean any events, which are beyond the influence of the affected party. They interrupt the fulfilment of the affected contractual obligation of the party claiming Force Majeure, without however giving any party the right to cancel the contract in part or in its entirety.

8. Warranty

fitech ag warrants the execution of the supply and services in a workmanlike and careful manner during 12 months from the delivery date, provided any deficiencies are clearly attributable to the use of wrong materials or faulty workmanship. Not covered by this warranty are wear and tear parts, faulty operation or maintenance and normal wear.

All parts returned by the Buyer and accepted by **fitech ag** as being faulty are replaced or repaired free of charge by Fitech.

All warranty obligations by **fitech ag** cease automatically should adjustments or repairs on the contractual equipment be carried out by the Buyer or any third party without the prior approval by **fitech ag**. For equipment, material, parts etc. purchased and which are part of the supply and service obligation of **fitech ag** the warranty obligations as granted by the sub-suppliers apply.

9. Responsibility

fitech ag engages itself to adhere to the contractual conditions and to fulfil its warranty obligations.

Fitech AG will however neither accept responsibility nor liability for any indirect or consequential damages such as loss of profit, loss of production, loss of contract or claims of third parties, etc. All liability is refused should the subject of the contract be used for another purpose as agreed in the contract.

10. Installation at site, commissioning

Provided it has not been otherwise agreed, the Buyer will bear all expenses connected with the installation and the commissioning, such as salaries, wages, expenses or cost at the rates quoted by **fitech ag** at such time.

11. Jurisdiction and applicable law

Further to these General Conditions of Contract Swiss law shall apply, the place of jurisdiction shall be the legal domicile of **fitech ag**.