

General conditions of sale

1. Applicability

All orders are accepted on the strict understanding that these conditions of sale apply. Any waiver of these general conditions of sale is not valid unless accepted in writing by farolab GmbH.

2. Quotations, documents, descriptions

All specifications such as dimensions, weights, performance etc. as well as illustrations and graphs listed in quotations, documents and descriptions are without obligation and subject to change without notice.

3. Prices

Prices are subject to change without notice. They are pure net prices, quoted ex works Yvorne, Switzerland (EXW Incoterms 2010), unless otherwise mutually stated in writing. Value-added tax (V.A.T.) or any other taxes, as well as packaging, forwarding expenses and costs for insurance, are not included.

4. Orders

For efficient order processing the complete name of the product and the corresponding order number are required. We do not take any liability when, due to an imprecision, a shipment error should occur. The shipment return costs are due by the buyer.

Surcharge for small-quantity-shipments: A surcharge of CHF 25.00 will be added for deliveries with an invoice total below CHF 125.00 (excl. VAT, shipment and packing costs). Partial deliveries are excluded.

5. Shipments

The shipment is made at risk and costs of the buyer, unless otherwise mutually stated in writing (EXW Incoterms 2010).

6. Time of delivery

The delivery date is confirmed by an advice note for those products which cannot be supplied from stock within 8 days after receipt of order. However, we do not take any liability when the time of delivery agreed upon is exceeded, nor do we hold ourselves responsible for possible consequential damages. Exceeding the delivery date does not give the customer the right to cancel the order or to claim for compensation.

7. Title to goods

Ownership of the goods will not pass to the buyer until payment for the goods has been received in full. Nevertheless all risk in the goods shall pass to the buyer when the goods are despatched from our premises.

8. Installations

The buyer is solely responsible for the suitability of the site for the installation of the goods and for all services necessary for the use of our products, e.g. water, compressed-air, electrical connections etc. Unless the contract expressly provides, the contract does not include the installation, erection or commissioning of any goods or equipment or the supervision thereof. Where installation is included in the contract it is the responsibility of the buyer to advise us of prevailing site conditions with respect to physical characteristics, availability of services, normal working hours and any other relevant factors. The buyer shall ensure that the work can be carried out during normal working hours. Any additional costs caused by any interruption or delay not attributed to us shall be charged to the buyer together with an appropriate allowance for profit.

9. Modifications, etc.

Any extra work, requirement or modification in relation to the goods or their installation which is not expressly specified in the contract shall, if we are able and willing to agree thereto, be charged extra.

10. Terms of payment

Terms of payment are 30 days net after date of invoice unless special conditions have been mutually agreed in writing, after which the customer is charged with 7% interest on defaulted payment. When deliveries are spread over a period each consignment, they will be invoiced as despatched and each invoice will be treated as a separate account and be payable accordingly. Failure to pay for any goods or for any delivery or instalment shall entitle us to suspend further deliveries and work both on the same order and on any other order from the buyer without prejudice to any other right we may have. We reserve the right where genuine doubts arise as to the buyer's ability

to pay to suspend delivery of any order without liability until payment or satisfactory security for payment has been provided.

Should the buyer refuse to accept goods manufactured in accordance with his specifications or be unable to take delivery when the goods are ready to be delivered, we reserve the right to invoice the same for payment as if we had fulfilled our part of the contract in every way.

11. Warranty

The period of warranty is 12 months from delivery of the supplied item, or in the case of repair, 3 months after the date of execution of the repair work. The warranty covers product specific functioning and perfect manufacture of the used materials. Defects which show above-mentioned characteristics within the period of warranty are repaired or replaced free of charge. Defects caused by improper transportation and storage, by inappropriate use and/or operational faults, by force majeure or third-party users are not covered by warranty. Defects caused by executed or attempted repairs or alterations to the goods by the buyer or any other person are not covered by warranty.

All products delivered but not manufactured by farolab GmbH (e.g. Bellingham + Stanley® Ltd., etc.) are covered by and according to the specific warranty of that company or supplier.

No warranty is granted for spare parts, parts subject to wear and consumables. Warranty services for resellers are subject to a special stipulation.

Shipping costs are charged to the customer.

12. Complaints

Complaints are only accepted within 8 days after receipt of the goods. Either the number of the delivery note or the invoice number must be specified. In all other cases, the delivered items are considered as accepted.

13. Return of items

The return of items is only accepted if mutually agreed. The returned items have to be in a perfect and well-functioning condition, and returned together with the original packing material including the electrical cables and instruction manuals. A possible credit value is fixed after the goods are examined. A minimum of restocking charges of 10% of the sales price are invoiced if there is no fault on our side. Custom designed products manufactured or especially purchased from third-party companies cannot be returned.

14. Commercial protective rights, tools, observance of secrecy

farolab GmbH reserves title and all commercial protective rights and copyrights to moulds, samples, drawings, technical documents, estimates and quotations handed out to customers, suppliers or third-party companies. These items must not be used in another way than agreed with farolab GmbH. Without our prior agreement, customers, suppliers and third-party companies are neither allowed to manufacture the moulds, samples, tools or other equipment received from us, nor have these copied by other manufacturers. In case that we deliver products designed and manufactured according to drawings, models or samples supplied by the customer, it remains the customer's responsibility that no commercial protective rights or any other rights of third-party companies will be violated. The customer will be held responsible if due to non-observance of such rights damages should occur. The customer must keep secret from third-party companies all non-public information acquired by the business relationship with farolab GmbH.

15. Applicable law and legal domicile

Swiss law will be applied. Legal domicile is the seat of farolab GmbH in Yvorne, Switzerland.

farolab GmbH, Pré de l'Oie 6, 1853 Yvorne, Switzerland

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