



0 Acceptance

- 0.1 These Terms & Conditions become binding when set forth as applicable in Seller's Quotation or Order Acknowledgement. Buyer's Terms and Conditions become valid only if expressly accepted in writing by EAG.
- 0.2 All other provisions and legal prescriptions made by the parties hereto must be in writing.
- 0.3 The Agreement shall be construed as concluded when EAG has acknowledged in writing the Purchase Order it has received.
- 0.4 Seller's Quotations submitted without expiration date may be subject to change.

1 Delivery and performance

- 1.1 The extent and performance of the Order shall be governed by Seller's Order Acknowledgement.
- 1.2 EAG shall have the right to make changes to the items contained in the Order Acknowledgement when they constitute improvements.
- 1.3 Buyer shall be responsible for compliance with legal prescriptions, government and other regulations and provisions applicable at the point of destination and related to the performance of delivery and services, product safety, operating requirements as well as occupational safety.
- 1.4 Delivery schedule shall commence with acceptance of the Order by EAG and upon complete clarification of any technical issues.
- 1.5 Such delivery schedule shall be extended in the event:
 - Information required for filling the order has not been received on time by EAG or has been modified subsequently by the Buyer.
 - Payments are not made on time, letters of credit are issued late or the necessary import licenses are not received on time by EAG.
 - Obstacles occur which EAG is unable to remove despite its best efforts and regardless of whether they occur at EAG, Buyer or third party. Such events include epidemics, mobilization, war, riots, major plant failures, accidents, labor strife, late or defective delivery of raw materials, semifinished or finished materials required by Seller, failure of vital machine tools, government interference or failure to act, natural events.
- 1.6 Products shall be suitably packed by EAG. Packaging shall be billed to Buyer at cost.
- 1.7 EAG shall be notified on time of any special requirements concerning shipping and insurance. Transportation shall be at the expense and risk of the Buyer. Upon receipt of the Order or Freight Bill any complaints related to shipping shall be made by Buyer to the last carrier.
- 1.8 Buyer shall purchase insurance coverage to protect the goods sold hereunder from damage. Even if concluded by EAG, such insurance will be billed to Buyer.
- 1.9 Buyer shall inspect the goods sold hereunder within eight days after receipt and promptly notify EAG in writing of any defects. If Buyer fails to notify, delivery and performance shall be considered as accepted.

2 Sales price and payments

- 2.1 Unless otherwise agreed, prices shall be ex-factory in Swiss francs exclusive of packaging, shipping, insurance, VAT if any, assembly, installation or startup.
- 2.2 For Buyers in Switzerland, payment terms shall be 30 days net. For deliveries to other countries, payment shall be by irrevocable letter of credit confirmed by a Swiss bank unless otherwise agreed.
- 2.3 Unless otherwise agreed, payments shall be made to EAG without discount, cash, taxes or fees.
- 2.4 In the event of late payment, EAG shall be entitled to suspend all deliveries in progress and apply a late penalty of 6% per annum.
- 2.5 EAG shall remain the owner of the goods sold hereunder until full payment of same. Buyer shall take every precaution to protect such property of EAG.
- 2.6 As agreed with Buyer, EAG shall be entitled to cause such property rights to be officially recorded.

3 Warranties and penalties

- 3.1 EAG warrants its products to be free from manufacturing or material defects.
- 3.2 Guaranteed properties shall be limited to those expressly listed in the Order Acknowledgment or User Instructions and shall not extend beyond the warranty period.
- 3.3 In the event the goods sold hereunder are found to be defective, Buyer may require replacement of such goods during the 2-year warranty period following delivery or ready-for-shipment notification, or may require EAG to correct such defect.
- 3.4 If defects as referred to in 3.3 are not remedied on time by replacement or elimination of defect by EAG, Buyer may at its option require a lower price or terminate the Agreement.
- 3.5 The warranty expires early if Buyer or third parties have made unauthorized changes or repairs to the goods sold hereunder, or if Buyer, in the event of defect, fails to take every precaution to limit the damage or fails to afford EAG the opportunity to remedy the defect.
- 3.6 Not included in the warranty of EAG are damages which are not due to poor materials, defective construction, performance or other reasons for which EAG cannot be held responsible.
- 3.7 In the event of defective materials, workmanship or performance and of non-compliance with guaranteed properties, Buyer's rights shall be limited to those specifically referred to in Articles 3.3 and 3.4.
- 3.8 Buyer is entitled to submit a claim for late delivery provided EAG is found responsible for such delay and Buyer is able to document the damages it has suffered as a result of such delay. In the event of substitute delivery, Buyer's claim for indemnification shall become null and void.
- 3.9 Late penalties shall be no more than one half of one percent (0.005) for each full week of delay to a total maximum of five percent based on the agreed price of the delayed portion of the delivery. The first two weeks of such delay do not entitle Buyer to receive any indemnification.
- 3.10 In the event of delayed delivery or performance, Buyer's rights shall be limited to those expressly listed in Articles 3.8 and 3.9.
- 3.11 All violations and their legal effects as well as Buyer claims whatever their legal basis may be shall be governed by these Terms & Conditions. Specifically, claims for indemnification, discounts, termination of agreement or otherwise not expressly referred to in this Agreement shall be excluded. Liability for consequential damages is excluded unless otherwise noted by provisions of product liability.

4 General

- 4.1 This Agreement is governed by Swiss law.
- 4.2 Any litigation shall be subject to the jurisdiction of CH-5726 Unterkulm, Switzerland.