



General Terms of Sale and Supply

Firm DOPAG Dosiertechnik und Pneumatik AG
Version: 04/2013

I. Introduction

1. Our sales are carried out in accordance with the following terms and conditions, provided no other agreements have been made in writing.

II. Prices

1. Prices are quoted ex works DOPAG Cham, Switzerland, excluding packing and loading for shipment; they do not include any value added tax. All other costs, i.e. freight, insurance, taxes and duties are charged to the buyer, unless otherwise agreed upon in writing.

III. Packing

1. Packing will be charged at actual cost. If wooden boxes are returned in good condition, 2/3 of the invoiced value will be credited.

IV. Dispatch

1. Goods are dispatched at the expense and risk of the buyer, FCA DOPAG Cham, Incoterms 2010.

V. Delivery

1. Quoted delivery terms are approximate and not binding. Where delivery is delayed by more than 4 weeks beyond the agreed date, the buyer shall grant DOPAG a reasonable extension period. Upon expiry of this extension period without delivery, the buyer shall be entitled to withdraw from the contract by written declaration. No further claim can be considered. Claims in respect of incomplete or incorrect supplies must be notified in writing without delay, but no later than one week after receipt of the consignment. Failure to comply will result in the forfeiture of the claim.

VI. Guarantee and general limitation of liability

1. DOPAG guarantees, on written request by the buyer, to repair or to replace, as soon as possible, solely those parts which can be conclusively proved to be defective or unusable, due to faulty material, incorrect construction or deficiencies in workmanship. Any parts thus replaced become the property of DOPAG.
2. DOPAG will bear only those costs which will arise at its factory for the repair or the replacement of the defective parts. If defective parts cannot be repaired or replaced at DOPAG's factory, for reasons beyond its control, all additional costs from this will be at the buyer's expense.
3. In every case, without reservation, any claims against DOPAG exceeding those outlined above, specifically for compensation and/or cancellation of damages or cancellation of the contract, are excluded.
4. Die The guarantee period will be 12 months for one-shift operation, 6 months for two-shift operation, 4 months for three-shift operation. The period is calculated from the day of delivery to your site, or if DOPAG is responsible for the installation, the guarantee will take effect from completion.

5. The guarantee does not cover normal wear and tear of parts, defects resulting from normal usage through the applied volume or through more or less abrasive fillers, defects resulting from normal usage faulty handling through unauthorized staff, not executed maintenance, failure to observe the operating instructions, forceful operation, the use of materials which are not approved, chemical or electrolytic action, faulty repairs as well as for other reasons beyond DOPAG's control.
6. The guarantee will become void in every case where modifications are carried out by the buyer or by third parties without the written agreement of DOPAG; this will also be applicable if the buyer fails to take immediate and sufficient action to prevent further damage.
7. The guarantee for components, which are not manufactured by DOPAG, will not exceed the scope of the guarantee extended to DOPAG by the supplier of such items.
8. DOPAG agrees to apply guarantees as outlined in this section. Any other liability, specifically claims for damages not proven to be the responsibility of DOPAG, etc. will not be considered.

VII. Title of goods

1. Goods remain the property of DOPAG until all obligations from the sales contract are fulfilled. The buyer shall not dispose of the goods in any way outside the normal course of business, i.e. by pledging the goods or making them over as surety to a third party. The buyer shall notify DOPAG without delay of any security of the goods or actions by third parties, which may infringe DOPAG's title of the goods.

VIII. Payment terms

1. Invoiced amounts become due in line with the agreed credit terms. DOPAG reserves the right to charge interest on overdue payment.

IX. Place of compliance and jurisdiction (etc.)

1. **Place of business and court having jurisdiction** for all obligations arising under the terms of the contract shall be those of DOPAG Cham, Switzerland. All contracts shall be subject to **Swiss law**. The United Nations convention on contracts for the international sale of goods "Vienna Convention" shall not apply.

X. Validity

1. Any deviations from the above general conditions of supply are valid only if they have been previously agreed in writing within the contractual parties.