

TERMS AND CONDITIONS OF SALE AND DELIVERY

1. Quotations

Our quotations are valid for purchase orders made within two months.

2. Order confirmations

Our order confirmation shall be decisive for the scope of our deliveries, the execution and the technical specifications. This should be checked upon receipt and compared with the purchase order. We should be advised of any complaints within 10 days of the date of confirmation.

3. Prices

Our prices exclude VAT and are not binding for repeat orders. We reserve the right to change price lists and catalogues at any time, to adjust the confirmed prices to price rises that have occurred in the meantime.

4. Delivery deadlines

The delivery dates specified in our order confirmations apply to deliveries ex works. We may need to extend delivery deadlines within reason in the event of obstacles that are outside of our control such as force majeure, delayed or faulty supply by sub-contractors or interruptions to operations. Any delivery delays do not give the purchaser the right to terminate the contract or claim direct or indirect compensation.

5. Cancellations

Subsequent changes required by the purchaser or the cancellation of the order will be taken into account where possible and a charge will be made for the incurred costs and expenses. Ordered goods which, once they have been manufactured and the delivery deadline has passed cannot be despatched at the request of the purchaser, will be invoiced by us and must be paid within the normal payment term. Where applicable, the goods are stored at the cost and risk of the purchaser.

6. Packaging, transportation

Packaging is not included in our prices. Shipment is at the risk of the purchaser, even if a franco delivery has been agreed. Damage or loss should be determined by the rail company or forwarding agent.

7. Complaints

Complaints should be made 10 days after receipt of goods at the latest, subject to our guarantee.

8. Payment terms

Payment terms are listed on our order confirmations and invoices. The term of payment starts on the date on our invoice. We will not accept discount deductions or reductions to the invoice amount that have not been agreed. In the event of non-compliance with the payment terms or an inability to pay, we reserve the right to relinquish all credit and to request immediate payment. All collection charges are at the expense of the purchaser. In the event of payment default the purchaser shall pay at least 6% p.a. interest for default without the need for a separate reminder.

9. Reservation of ownership

The goods supplied by us remain our property until they have been paid for in full and can be entered by us in the retention of title register until payment is made in full.

10. Guarantee

When professionally assembled and correctly operated, we guarantee the goods manufactured by us in terms of quality and performance for the duration of two years after supply. We commit to repair or replace defective parts which become faulty or unusable as a result of poor materials, faulty designs or poor workmanship as soon as possible and according to our choice. We shall also provide the relevant material at no charge. We may recall replaced parts as our property.

Any other liability, in particular for direct and indirect damage and expenses of the purchaser, is excluded. For parts that we do not manufacture ourselves, the guarantee conditions of the respective supplier apply.

We shall not be responsible for damage resulting from improper installation, incorrect connections, incorrect operation, operating conditions which do not comply with the design, the effects of frost, inadequate maintenance, hard or contaminated water, unsuitable water treatment, chemical or electrochemical influences or media that is aggressive to the selected materials.

The purchaser is responsible for the correct design of the instruments and the choice of materials under the relevant operating conditions and using the relevant utilities.

If, during the guarantee period, repairs or modifications have been made without our written approval, our guarantee obligations terminate for the entire project. We will not compensate such works. We do not accept any liability for damage from corrosion.

11. Place of jurisdiction

Place of jurisdiction and place of performance is St. Gallen.

The Swiss Code of Obligations applies to the content and interpretation of our terms and conditions of sale and delivery as well as to points not regulated herein.

12. General

Our terms and conditions of sale and delivery apply to all our deliveries insofar as no other variations have been agreed in writing between us and the purchaser. The customer's terms and conditions of purchase are not binding for us even if we have not specifically objected to them. By accepting our order confirmation the purchaser also recognises our terms and conditions of sale and delivery.

KONVEKTA AG

November 2011