

# General Terms and Conditions of RAHN AG

Registered Headquarters in Zürich

Version 2, 04.1.2011



## 1 General

All sales, deliveries and projects carried out by RAHN AG (hereinafter RAHN), shall be subject to the following General Terms and Conditions. Acceptance and keeping by the Purchaser, of the products delivered by RAHN or its distributors, shall be construed as acceptance of the present General Terms and Conditions. The Purchaser's General Terms and Conditions shall not be applicable.

In the event that a provision of the General Terms and Provisions should become partially or wholly invalid, the rest of the contract shall remain unaffected.

## 2 Offers and Conclusion of Contract

Contracts governing specific products and services shall be considered validly concluded as soon as RAHN has issued the Purchaser with a corresponding confirmation of order, at the latest at the point in time at which RAHN has completed the Seller's order in accordance with the order's terms and conditions.

With regard to all illustrations, calculations, technical descriptions and other documents, we reserve our property rights, copyrights, and other patent rights. The Purchaser may only pass these documents on to third parties with our written consent, regardless of whether we have marked these as confidential or legally protected.

## 3 Scope of the Delivery

For determining the scope and execution of a product, a delivery, or a service, the confirmation of order shall be decisive. Materials or services which are not listed therein can be additionally invoiced to the Purchaser.

## 4 Technical Information

4.1 Indications and other technical data, which have been set out, in any form, in catalogues or promotional materials are only of an informative and an informal nature and shall not be binding on RAHN. In the event that a product has erroneously been falsely described, RAHN cannot be declared as liable for this oversight.

4.2 Technical information, such as drawings, descriptions, illustrations and the like shall only be binding, for as long as they have been declared an integral part of the contract in the confirmation of order. RAHN reserves the right to make whatever changes seem necessary at any time.

## 5 Regulations in the Country of Delivery

5.1 RAHN's deliveries are executed, to the extent applicable, in conformity with C = standards and norms. In the event that diverging or additional statutory, regulatory or other provisions and norms are applicable to the execution of a delivery or operation, in the country of delivery, the Purchaser must inform RAHN thereof at the latest when making its order.

5.2 At the same time, the Purchaser must inform RAHN as to provisions and norms regarding medical and accident insurance at the intended place of use of the delivery object. Where the Purchaser neglects to do this, it may under no circumstances assert any warranty or damage compensation claims.

## 6 Prices

As a rule, and if not otherwise agreed, the Incoterms in their last official version shall be applicable. The decisive date is the date of the RAHN order confirmation. If no Incoterms are agreed, all RAHN prices are meant to be net and ex factory. If not otherwise agreed, prices are meant to be in the currency generally accepted in the country of Purchaser's domicile. All additional costs and charges such as Value Added Tax, permits, certification etc. shall be borne by the Purchaser.

## 7 Terms of Payment

To the extent that terms of payment have not been agreed upon, payment is due from the Purchaser within 30 days, net, of delivery, payable at the place of RAHN's domicile. Any eventual fees shall be borne by the Purchaser. In case of default Purchaser has to pay default interest of 5 % above the then prevailing discount rate of the Swiss National Bank.

## 8 Retention of Title

RAHN remains the owner of all deliveries until it has received full payment in accordance with the contract. RAHN is entitled to make the corresponding entries in the title retention register.

## 9 Time Limits for Delivery and Delivery Default

The delivery time limits indicated by RAHN shall be non-binding. RAHN indicates said time limits in good faith but without warranty. This shall be the case for delivery delays, which are caused, for instance, by transport problems or *force majeure*.

## 10 Notification of Defects

10.1 Pursuant to statutory provisions, the Purchaser is required, upon delivery or acceptance of goods, to check immediately, whether the products delivered by RAHN correspond to the contract. The Purchaser must immediately inform RAHN – in any event within 10 days of delivery – as to any eventual damages, defects or complaints it has identified. Where the Purchaser neglects to make such notification within this time limit, then the deliveries and services shall be deemed to have been accepted. Any hidden defects must be notified, in writing, immediately upon discovery, to RAHN, at the latest following expiration of the warranty clause pursuant to Article 11 of the General Terms and Conditions.

10.2 However, objections can under no circumstances be made following expiration of the product-life of the product in question.

10.3 If, upon inspection or acceptance, delivery does not prove to be in conformity with the contract, RAHN shall be required to repair any defects in accordance with the following provisions, and the Purchaser must afford RAHN an opportunity to do so. Once said defects have been repaired, and upon request of the Purchaser or RAHN, an acceptance inspection shall take place.

## 11 Warranty and Liability for Defects

11.1 Where no alternative arrangement has been agreed upon, the Seller's warranty for deliveries shall be valid for 3 months from date of delivery.

11.2 Warranty shall be limited to replacement or repair, according to RAHN's preference. For breakdowns which are caused by normal wear, no warranty is provided. In the case of modifications or repairs, which are carried out without the written consent of RAHN, as well as in cases of violations of the present sales conditions, any warranty shall be excluded. The Purchaser can only assert his warranty upon production of an original invoice and the original delivery note.

11.3 The warranty shall not cover damages which were caused by an accident, or which occurred due to faulty use or noncompliant configuration on the part of the Purchaser.

11.4 RAHN's liability shall be limited to the quality of its products in conformity with standard specifications. No warranty can be assumed as to the suitability of products for the uses to which the Purchaser intends to put them. Operating instructions, recommendations, and suggestions of our technical application advisory team, are provided to the best of our knowledge and in accordance with experiences made in practice. They are, nevertheless, non-binding and do not release the Purchaser from making its own experiments and examinations. No liability results therefrom.

## 12 Exclusion of further Liability of RAHN

Any cases involving breach of contract and any legal consequences thereof, as well as any claims of the Purchaser, regardless of their legal grounds, are exclusively governed by the present General Terms and Conditions. In particular, any claims for damages, diminution, cancellation of or withdrawal from the contract are excluded. Under no circumstances shall the Purchaser be able to assert claims for compensation for damages, which did not arise on the object itself, such as damages for loss of production, loss of capacity, foregone opportunities, *lucrum cessans*, as well as other direct or indirect damages. In excess of this, so far this is legally permissible, our obligation to provide compensation for damages, regardless of the legal grounds, shall be limited to the invoice value of our merchandise which played a direct role in the damaging event. This exemption from liability does not apply to cases of criminal intent or gross negligence on the part of RAHN, however, it shall be applicable for criminal intent or gross negligence on the part of auxiliary persons.

## 13 Indemnification for Third Party Damage Compensation Claims

13.1 Where RAHN is held liable by a third party for damages, the Purchaser must compensate, defend and indemnify RAHN. Where a third party asserts damage compensation claims against one of the Parties in the context of merchandise delivered by RAHN, then this Party must immediately inform the other Party in writing hereof.

13.2 The Parties are obliged, in the context of court or arbitration proceedings, which have been initiated by third parties in order to assert damage compensation claims, to take up their defence to the extent that this is necessary to defeat such claims. In such cases, the Parties are obliged to mutually assist one another.

## 14 Amendments and Interpretation

All changes to the present General Terms and Conditions must be made in writing. These General Terms and Conditions shall be issued in English, French and German. When interpreting the General Terms and Conditions, the German version shall take precedence.

## 15 Applicable Law and Choice of Forum

15.1 The contract is subject to Swiss law to the exclusion of the provisions of the Swiss Private International Law Statute and the United Nations Convention on the International Sale of Goods of 11 April 1980.

15.2 Any disputes and procedures which arise from or in the context of the Contract shall be subject to the jurisdiction of the Commercial Court at the registered headquarters of the Seller.