



Sihleggstrasse 13
CH - 8832 Wollerau

MICROTEST AG

Präzisionsinstrumente

General Conditions of Sale and Supply:

- General:** The following conditions apply to our quotations, sales and deliveries. By placing an order, the ordering party declares himself in agreement with these conditions.
- Prices:** The quoted prices are ex-works, Zurich, and do not include packaging, freight, postage, customs, export documents, expenses for letters of credit or insurance. Any other conditions must be confirmed by us in writing. We also retain the right to adjust the prices at any time should the costs of manufacture rise.
- Conditions of Payment:** Payments are to be made without any deductions for expenses or discounts in accordance with the conditions in our confirmation of order or invoice. If the due date is exceeded, interest will be charged at a rate of 3% above the discount rate of the Swiss National Bank, but at least 8% per year. This does not, however, annul the duty to make payment by the due date.
- Reservation of proprietary rights:** In all cases where the purchaser does not pay the full purchase price before dispatch, the proprietary right in the items delivered or due for delivery is retained by us until full payment has been made. We retain ownership and property of all pictures, sketches, drawings, suggested prices and other documentation; they may not be made accessible to others without our agreement, nor used for fabrication of the items concerned by the customer or a third party.
- Delivery Time:** The delivery period is calculated from the date of the written order or of our confirmation of order and of the clarification of any technical questions, and covers the period until the goods are ready for shipment at our factory. Unexpected obstacles to fabrication (whether occurring within our business, at our suppliers or in the transport facilities), mobilisation of the Swiss Army, acts of God or obstacles to import or export release us from the obligation to meet the delivery time.
- Delay Penalties:** Penalties for delay or damages of any type are excluded.
- Suspension:** Suspensions are only applicable with our written agreement, and any consequent costs will be charged to the purchaser.
- Cancellation:** Cancellation of firm orders is only permitted if we confirm the cancellation to the purchaser in writing. We nevertheless have the right to charge costs for material, processing, wages, general costs incurred and appropriate levels of profit in respect of the cancelled order. The purchaser agrees to pay the cancellation costs within 30 days after receipt of an invoice without any deductions.
- Delivery:** Delivery is at the expense and risk of the purchaser.
- Packing:** Packaging is charged at cost price, but is not taken back.



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Guarantee:

We offer a guarantee for our supplies in that we agree that any parts that, during the guarantee period, become damaged or unusable, demonstrably as a result of faulty construction, poor materials or improper execution, will be repaired at our expense as fast as possible, or replaced if necessary.

We will bear the costs that arise in our workshops as a result of the repair or replacement. Replaced parts become our property, and are to be returned to our works on request. If the purchaser himself or third party carries out modifications or repairs without our express permission, our guarantee becomes entirely void. We accept no other obligations for direct or indirect damage. It is deemed to be explicitly agreed that we owe the purchaser no damages in respect of injury to persons, of damage to goods that are not the object of this contract, or of lost profits. Additional the following are not covered by our guarantee: batteries and damage due to incorrect handling, failure to observe the instruction manual or attempts by any non-qualified party to repair the instrument; any consequences whatever which may be connected either directly or indirectly with the instrument supplied or its use. The guarantee period extends for 24 months following delivery when used for 8 hours per day for, and 6 months when used under day-and-night conditions. The guarantee is restricted to the first purchaser, and is not transferable. Complaints must be made in writing without delay, and at the latest within 8 days after receipt of the goods.

Complaints:

Place of fulfilment:

The place of fulfilment for delivery and payment, and the proper place of jurisdiction for both parties, is Zurich. Our delivery contracts are subject to Swiss law.

Variations:

Variations from these general terms of delivery are only valid if agreed in writing.

Wollerau, 1st June 1974

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