

# General Terms and Conditions of Supply

## 1. Applicability

These General Terms and Conditions of Supply (hereinafter referred to as the *'Terms and Conditions'*) shall constitute an integral part of each contract entered into with the thuba Group or one of its constituent companies (hereinafter referred to as the *'Supplier'*), and for this purpose it shall suffice that the Terms and Conditions are referred to in the quotation and the acknowledgement and acceptance of order pertaining to the contract concerned and all subsequent contracts between the same parties.

The Terms and Conditions are posted on our website [www.thuba.com](http://www.thuba.com), and the version current at the time of placing the order with the Supplier shall apply to the contract concerned.

## 2. Written form

All modifications and additions to the contract (including these Terms and Conditions) and all statements from a party to the contract, such as complaints, reminders, etc., must be in the written form in order to be deemed valid.

## 3. Scope of supply

The scope of supply is as set forth in the acknowledgement and acceptance of order. The Supplier may make an additional charge for any extra goods or services (such as transportation, packaging, insurance, etc.) that are not expressly stated in the acknowledgement and acceptance of order.

## 4. Prices

All prices set forth in the quotation and acknowledgement and acceptance of order are, where not expressly stated otherwise, exclusive of value added tax and do not cover insurance, packaging or transportation. Payment must be received net without discount within 30 days of the date of invoice.

## 5. Drawings, properties and technical conditions

The technical data, drawings, dimensions and standard diagrams included in the Supplier's documentation as a basis for quotations shall be nonbinding unless they are expressly designated as constituting an integral part of the acknowledgement and acceptance of order. The Supplier reserves the right to make design changes, and the materials of construction may be replaced by others of a comparable quality. In special cases dimensional sketches in written form must be requested.

## 6. Dispatch and shipping conditions

The Supplier shall be free to select the appropriate mode of transportation. Those packaging methods and means of transportation that are judged by the Supplier to be most practical shall be employed. Any additional costs for transportation incurred as a result of the customer's special wishes (express, air freight, special delivery times, etc.) shall be borne by the customer.

In the event of complaints due to damage in transit, the customer must give **written** notice thereof to the carrier or forwarder concerned immediately after the damage has been identified. If the Supplier receives no such notice of complaint within 5 working days, the consignment shall be deemed to have been accepted.

## 7. Passing of benefit and risk

The benefit and risk shall pass to the customer on dispatch of the goods (delivery to the carrier or forwarder).

## 8. Return of products

Before any products are returned to the Supplier, an RMA (returned merchandise authorization) number must be requested from the Supplier. Any returned consignments for which no RMA number has been issued cannot be accepted.

The returned consignment with its delivery note and RMA number must be shipped carriage and insurance paid to the agreed location. The inspection fees and a reasonable handling charge

will be deducted from any refund credited to the customer's account.

Products from consignments delivered more than 3 months previously (date of the delivery note) may no longer be returned to the Supplier.

Customized manufactured products can on no account be accepted as returned goods.

## 9. Warranty, liability for defects

The Supplier's manuals are to be deemed an integral part of the contract.

The period of warranty is 12 months, but if the products are in operation day and night, this shall be reduced to 6 months. The warranty period begins with the date of shipment ex works. Should shipment be delayed for reasons beyond the control of the Supplier, the warranty shall expire at the latest 18 months after notification of readiness for dispatch.

The warranty shall expire prematurely if the customer or a third party undertakes inappropriate modifications or repairs, or if the customer, in the event of a defect, does not take all appropriate measures to mitigate the damage and does not give the Supplier adequate opportunity to remedy such defect.

The warranted characteristics are only those that have been expressly designated as such in the product specifications.

## 10. Terms of payment

The agreed dates for payment must also be complied with if delays of any description occur following dispatch of the consignment from our premises. It is not permissible to reduce or withhold payments because of any complaints, credit notes not yet issued or counterclaims recognized by the Supplier. The Supplier will demand immediate payment of any unauthorized deductions.

The payments must also be effected even if rework is necessary on the consignment or substantial components of the consignment are missing, provided, however, that their absence does not make it impossible to use the consignment.

The Supplier shall be entitled to make the dispatch of pending orders conditional upon payment of any installments due or even to cancel the orders.

**Subject to prior agreement** and above a certain order value, one third of the price as down payment will be invoiced immediately after the acknowledgement and acceptance of order.

## 11. Intellectual property

All technical documentation, such as calculations, drawings, certificates, test reports, etc., and all other information provided by the Supplier shall remain the intellectual property of the Supplier. The customer undertakes neither to exploit the technical documentation and information with which the customer is entrusted without due written authorization nor to disclose it to third parties, and furthermore undertakes to maintain strict confidentiality with respect to the Supplier's manufacturing and trade secrets.

## 12. Retention of title

All goods supplied shall remain the property of the Supplier until payment of the agreed price with all additional costs and any accrued interest has been effected in full.

## 13. Applicable law

All contracts entered into shall be governed by Swiss law. The Swiss Code of Obligations shall apply in general to all transactions executed under these Terms and Conditions.

## 14. Place of performance and jurisdiction

The place of performance and place of jurisdiction for both parties is the domicile of the Supplier: Basel-Stadt.

Basel, April 10, 2008