

SALES CONDITIONS

§ 1 Validity of the conditions

- (1) Our sales conditions are exclusively applicable. Contractor's acknowledgments referring to his own terms and conditions of business and purchase are hereby rejected. Any deviation from these terms and conditions shall require our explicit written confirmation.
- (2) In case of legal ineffectiveness of individual items, the contract will remain binding in his remaining parts, unless adherence to the contract would place undue hardship on either of the contractual partners.
- (3) When applying the INCOTERMS, the relevant version is from 2010.

§ 2 Conclusion of the contract

- (1) Our quotes are non-binding invitations for contract conclusion. A contract of purchase will only be agreed after our written order confirmation or by delivery.
- (2) Oral commitments and agreements will only be binding with a written confirmation.
- (3) After conclusion of the contract, the buyer will have to provide all required information for the planning to be undertaken from our part and is in this respect liable to advanced input.
- (4) Drawings, samples, concepts, design drawings and the like shall remain our property and must not be used otherwise or made accessible to the competition without our specific permission.

§ 3 Prices

- (1) Unless otherwise specified in the order confirmation, our prices shall be ex works without packing.
- (2) We reserve the right, in case of a stipulated or actual delivery time of more than four months (on commercial transactions of more than one month), to raise our prices owing to occurred cost increases due to labor costs, increase of material prices or taxes and duties. Should the increase exceed 10% the buyer will be entitled to withdraw from the contract, provided that he has not yet accepted the goods.
- (3) If the dispatch of the goods has been arranged we will charge 25 CHF for freight and packing costs, and additional 45 CHF for shipping on dry ice. For shipment of dangerous goods we charge 150 CHF. For foreign shipments we calculate freight costs and incidentals applicable at the time of delivery.
- (4) All prices plus VAT.

§ 4 Deliveries and transfer of perils

- (1) Delivery times are only considered as terms for fixed commercial transactions if expressly confirmed as such.
- (2) Our obligation to supply will be suspended until all advance liabilities have been fulfilled by the buyer. The same applies up to the release of our specially made drawings.
- (3) In the event of a delay in performance which we are accountable for, the buyer will only be entitled to claim his rights, if he has allowed us a reasonable extension of time of at least 15 working days, unless this is legally superfluous.
- (4) We are entitled to partial deliveries, provided the buyer will not be unreasonably restricted by this.
- (5) The risk will be transferred to the buyer, even if carriage paid delivery has been agreed, as soon as the consignment has been transferred to the responsible person for the transport or has left our works for dispatch. Should the dispatch be delayed on request of the buyer the risk will be transferred to the buyer upon advice about readiness of shipment.

§ 5 Payment

- (1) Our invoices must be paid without deduction and are payable within 30 days from the date of invoice. If the invoices have not been paid after that date, the buyer will be in arrears without any further reminder. The interest on arrears amounts to 1 % per month.

- (2) In case of reasonable doubts in the solvency or creditworthiness of the buyer, especially if he has suspended his payments or if a check is dishonored, we will be authorized, irrespective of our other rights, to demand that securities or advance payments will be provided for outstanding deliveries and render the complete unpaid balance due for payment.
- (3) On first-time orders we will be authorized to fulfill these orders only against cash in advance or cash on delivery.
- (4) We explicitly reserve the right to reject checks or bills of exchange. Their acceptance is always on account of payment, discount and bill charges are to the account of the buyer and will be payable on receipt.
- (5) We are authorized, notwithstanding contrary provisions by the buyer, to primarily credit payments against his older debts. We will inform the buyer about this. If costs and interests have already occurred, we will be authorized to credit the payment first against costs, then against interests and finally against the principal claim.
- (6) The buyer will only be entitled to an offset of payments, if his counterclaims have been legally established, are beyond controversy or have been recognized from our part.

§ 6 Quality, warranty for defects

- (1) The quality of the goods is solely defined in our order confirmation; if this document is missing, the quotation text will give the respective information. If, subsequent to our quotation, clarifications of technical kind should be required by the buyer, these will only be binding qualities in the contract if reconfirmed in written form from our part. The contractual quality will only be defined by drawings, if these have been approved by the signature of the buyer on the front side.
- (2) Stipulated by the contract are also deviations from the qualities described in leaflets or similar illustrations or in the quotations (equipment, form and color). Illustrations in leaflets are only approximate. The suitability of the goods for the intended purpose is not object of the quality. Anything else is only applicable for those purposes, which have been described in our instructions. Wear due to the quality of the goods and their component parts is not a defect.
- (3) Any warranty rights will be expired if the goods have been modified in a way, not corresponding to an installation according to the state of the technology and our instructions for the installation. Modifications of the construction may occur at all times.
- (4) The buyer commits himself to check the specifications defined in the order confirmation for conclusiveness with regard to the intended purpose.
- (5) Any evident defect must be announced immediately, at the latest 10 days after receipt of the goods. If the defect becomes evident at a later date, the buyer is obligated to inform the seller immediately after its detection.
- (6) We guarantee that the goods comply with the specifications stipulated by our suppliers. Product which do not comply with these specifications will be replaced free of charge, provided that the defect has been announced to us within 30 days after receipt of the goods, and on apparatus in so far as the defect cannot be repaired. This warranty does only involve the replacement of the relevant goods free of charge, but no further costs which have been caused directly or indirectly due to the defective goods. For a rescission of the purchasing contract, the manufacturer needs to agree to it. If not, LabForce AG offers only the correction of faults.
- (7) The period of warranty is six months from the date of the delivery of the goods. The same term applies to claims for replacement due to consequential damage caused by a defect, provided claims have not been asserted because of unlawful act.
- (8) In case of an unfounded recourse, claimed by the buyer, either if a defect does not exist or the defect does not involve any warranty claims towards us, the buyer will have to refund all costs occurring to us from this.

§ 7 Retention of title

- (1) We reserve the right on the title until all payments from the contract have been effected. The buyer commits himself to give his approval required for the entry into the retention of ownership register.

- (2) The retention of title is applicable on commercial transactions until all receivables arising from whichever legal reason against the buyer at present or in future have been fulfilled.
- (2) If the buyer commits a violation of the contract, especially in case of delayed payment, we will be authorized to take the goods back.
- (3) The buyer is authorized to resell products subject to retention of title by correct business transactions, as long as he is not in arrears with payment. The buyer commits himself, by way of security, to assign to us on our first request all receivables from the resell or from any other legal reason concerning the goods subject to retention of title in its entirety. The buyer is in this case entitled to collect the assigned receivables on his own behalf on our account until recalled or until the suspension of his payments.
- (4) Goods subject to the retention of title and the receivables resulting from these must neither be pledged to third party nor be transferred for the purpose of security on a debt.
- (5) If – especially in case of pledge or bankruptcy - third party has access to the goods subject to retention of title or to assigned receivables, the buyer is obliged to inform about our rights and advise us immediately by registered letter.
- (6) Should the value of the securities exceed our receivables by more than 20%, we shall on request of the buyer release securities of our own choice.

§ 8 Liability

- (1) For damage caused slightly negligently by defective products, with the exception of physical injuries, we restrict the liability to the maximum amount of our liability insurance of up to 3'000'000.00 CHF.
- (2) In the event of a delay we will be liable per week by 0.5% of the order value, totally however to a maximum of 10%. Moreover claims for compensation will be restricted to the compensation of proven extra costs (covering purchase on the basis of three comparative quotes).
- (3) On other violation of duties we will not be liable in case of slight negligence, unless in the event of physical injuries.

§ 9 Model protection

The buyer commits himself not to copy articles from our delivery program nor have them copied by others nor distribute them. In the event of an infringement of this obligation we will be entitled to contractual penalty. For each copied part the amount of this entitlement amounts to 100 % of the price for the respective article; this price is based on the price list applicable at the time of the infringement. Unaffected of this will be our claim for damages.

§ 10 Place of fulfillment, place of jurisdiction, choice of law

- (1) Place of fulfillment for the payment of the purchase price and for the other performances of the buyer will always be our place of business (Muttentz, BL, Switzerland). Place of fulfillment for our own performances will also be our place of business in Muttentz (BL, Switzerland).
- (2) Place of jurisdiction is Arlesheim or, if chosen so by ourselves, the place of jurisdiction of the buyer.
- (3) The business connection and the whole legal relationship between ourselves and the buyer are based on Swiss Legislation. Contracts about deliveries outside Switzerland are subject to the UN Convention of Contracts for the International Sale of Goods (CISG), however only if not contradictory to these conditions. In the absence of such agreement, the relevant applicable law is the Swiss Legislation.

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