

General Terms and Conditions (GT&C)

1. Application of the conditions

Our offers, deliveries and services are exclusively made on the basis of the following terms of delivery and payment and must be made in writing. Thus, they also apply to all future business relationships even if they won't be agreed upon once again in an explicit form. Purchaser's acknowledgements referring to his own business and purchase conditions are hereby rejected. Deviations from our terms of delivery and/or terms of payment will only be valid if they have been confirmed by us in writing.

2. Subject matter of the contract

Unless explicitly provided for otherwise, our offers are always without engagement. Orders shall only be binding for us if we confirm them in writing or fulfil the order by means of the delivery. Delivery dates or delivery terms can be agreed upon in a binding or non-binding way. Unless explicitly agreed upon, delivery dates or terms are, however, non-binding. Oral or telephonic additional agreements to the sales contract are only binding if they have been confirmed by us in writing.

3. Delivery

The goods are delivered ex warehouse Spreitenbach/Switzerland. Delivery dates are regarded as having been complied with if within the agreed delivery term, we have dispatched the goods or they have been collected by the purchaser. If the delivery of the goods is delayed for reasons for which the purchaser is responsible, an agreed delivery term is regarded as having been complied with if the purchaser has been notified the readiness for dispatch in writing within the period.

4. Delays in delivery

We always strive for timely deliveries. Our delivery obligation is suspended as long as the purchaser is in arrears regarding a due payment. We will not be responsible for delays in delivery due to force majeure or due to events considerably hampering the deliveries or even making them impossible even in bindingly agreed delivery dates or terms. These impediments to performance include in particular labour disputes (strike and lockout), business disruptions, lack of goods and raw materials or other obstacles occurring at our company, our suppliers or the forwarding companies commissioned by us or our suppliers. If such impediments to performance occur, we are – at our option – entitled to rescind the contract or to postpone the delivery date until the impediment to performance has been removed. Claims for damages on the part of the purchaser for non-compliance with delivery dates are excluded.

5. Acceptance and default in acceptance on the part of the purchaser

In arrangements agreed upon with the customer regarding the acceptance quantities and the acceptance date, the conditions that have been stipulated in the corresponding concluded contracts shall apply.

6. Dispatch

The goods are generally made available without insurance and at the purchaser's risk, ex works Spreitenbach/Switzerland. At the customer's request, we also offer insurance and/or transportation, however for the customer's account. Increases in the freight rates or additional costs for diversions, storage costs, etc. incurring after conclusion of the contract are for the purchaser's account. This also applies to costs arising due to special dispatch requests on the part of the customer (express or air freight transportation).

7. Prices

We will execute granted orders at the respective list prices valid at the day of delivery. If, in the period between the contract conclusion and the delivery, we increase our prices in general, the purchaser shall be entitled to rescind the contract within a period of 2 weeks after notification of the price increase. The prices according to the offer shall only be valid in case of purchases in the specified standard packages. To orders below the offered standard packages, the respectively valid small quantity additions shall apply. If the purchaser requests express or air freight transportation, the additional costs will be charged.

8. Terms of payment

Unless otherwise agreed upon, our invoice amounts will be due 30 days after the invoice date without any deduction and payable to one of the specified bank accounts in Euro, US dollar or Swiss francs. In the export, the costs connected with the receipt of the payment are for the purchaser's account, as far as they incur in his country. If the payment target is not complied with, we will invoice default interest amounting to 5%. We reserve the right to assert a more far-reaching damage caused by the default. The acceptance of orders and/or the execution of deliveries can be made dependent on an advance payment. Set-offs are only admissible if the counter-claims have been accepted by us or determined in a legal way.

9. Warranty and notification of defects

The purchaser has to check the delivered goods upon receipt for defects, condition and application. Objections must be notified in writing, within 8 days after receipt of the goods at the latest. Otherwise, the goods are regarded as having been approved. In case of a notification of defects, the objected goods have to be immediately returned to us, packed in their original packaging and original packing specifying the objection, the product and its batch number, if applicable. In justified objections, we will supply the deficiencies and exchange the defective goods against goods being free from defects. If an exchange is not possible or if the replacement delivery is defective, as well, we will – at the purchaser's option – take the goods back or grant a price decrease.

10. Liability

Claims for damages against us – particularly due to delay or impossibility as well as the violation of other contractual or preliminary secondary obligations and obligations, positive violations of contractual duties, violations of industrial property rights of third parties and/or tort – are excluded. This exclusion of liability does not apply if we have acted in an intentional or grossly negligent way or if the claim for damages is based on the lack of a warranted characteristic. We will also be liable if a duty that is of material importance for achieving the purpose of the contract has been violated by one of our legal representatives or executive employees in a slightly negligent way. With regard to the amount, each claim for damages is limited to the foreseeable damage. All claims for damages against us will in purchases become statute-barred after 6 months after delivery unless the claim was based on tort. As far as our liability is excluded, this also applies to a possible personal liability of our employees, assistants and partners.

11. Liability Product characteristics

Any liability of N. Bucher AG in case of damage or consequential damage in connection with the utilisation or further processing of our products is explicitly excluded.

12. Retention of title

We reserve the title to the delivered goods until all existing and all future claims resulting from the business relationship with the purchaser have been settled. The conditional goods must neither be pledged nor let or assigned by way of collateral.

13. Technical consultation, utilisation and processing

Our oral and written application technology consultation as well as that on the basis of trials is effected to the best of one's knowledge. It is, however, only regarded as non-binding information, also with regard to possible third parties. This consultation shall not release the user from the independent examination of the products delivered by use for their suitability for the intended purpose or for the intended procedure. Application, utilisation and processing of the products are completed outside the seller's control possibilities and are thus exclusively within the purchaser's field of responsibility. For new products – according to preliminary data sheets – there are not always sufficient practical results allowing for an assessment of such products. It is thus necessary to separately test such products for the intended application.

14. Place of performance and place of jurisdiction

Place of performance and place of jurisdiction regarding the rights and obligations directly or indirectly resulting from this contract is Spreitenbach/Switzerland.

N. BUCHER AG
Spreitenbach/Switzerland, July 2007