

## General Sales Conditions

Our sales conditions comply with the standards of the Swiss Association of Machinery Manufacturers. The agreement of the United Nations for International Sale of Goods of 11<sup>th</sup> April 1980 is excluded.

The rules of individually signed contracts on the same subject take precedence of the following sales conditions.

<b>1. General</b>	The following conditions apply exclusively for quotations, sales, services and supplies. By placing an order, the purchaser declares his full agreement with these conditions. The purchaser's conditions of purchase are not binding in any way to DUAP unless and as far as expressly accepted in writing.
<b>2. Quotations</b>	Quotations are always given without obligations unless firm conditions are expressly confirmed for a limited period of time
<b>3. Scope of Supply</b>	DUAP's performance is binding in accordance with the order confirmation and/or enclosures to the order confirmation. Our work is limited to the scope confirmed in the order confirmation; changes, additional work etc. are billed at additional cost. Partial shipments are allowable, 10% plus or minus quantities (factory output) are acceptable to the buyer.
<b>4. Drawings &amp; technical literature</b>	Signed secrecy agreements are governing the use of specific exchanged "information". DUAP may change the design, form and material of its products provided the products are thereby not essentially modified and the results of such change is reasonably acceptable to the purchaser. DUAP retains the right of ownership and copyright of its quotations, drawings, specifications, reports and other "information".
<b>5. Prices</b>	All prices are strictly net ex works, excluding packing-, transport- and insurance-costs. Such additional costs will be billed separately. DUAP reserves the right to adjust the selling prices should drastic wage, energy and material cost increases occur between the acceptance of the order and its actual delivery. Custom charges and other charges will also be billed separately.
<b>6. Payment Conditions</b>	All payments are to be made at DUAP's location strictly net without any discount and/or other deductions. CH-supplies are payable within 30 days after date of invoice strictly net without any discount. Export deliveries are payable in accordance with conditions stipulated in the order confirmation.
<b>7. Detention of title</b>	DUAP remains the rightful owner of the goods until all obligations of the supplies are duly met by the buyer. In case of attachment or other instances of impairment of DUAP's rights hereunder, purchaser shall notify DUAP immediately.
<b>8. Delivery terms</b>	Delivery time starts with the finalisation of contract, availability of formalities, down payments according to order confirmation and clearance of all technical details with the purchaser. The delivery time is extended accordingly in case of incomplete technical information from the purchaser, and/or force majeure i.e. epidemics, mobilisation, war, riots, accidents, strikes, fire, non availability or faulty supply of raw-materials, rejects of important work pieces, catastrophes, etc. Delivery terms are considered as order directions. DUAP fully mean to fulfil them, consequently eventual delays do not entitle any withdrawal from the contract by the buyer or call for compensation.
<b>9. Gain and risk</b>	Gain and risk is transferred to purchaser as soon as goods leave DUAP's factory.
<b>10. Inspection</b>	DUAP controls the performance of goods before dispatch. If the purchaser insists on further inspections and/or certification by a third party, the costs for such services must be borne entirely by the purchaser.
<b>11. Guarantee</b>	DUAP guarantees the quality of its products for a period of 12 months starting with the date of delivery ex works. The guarantee covers defects in material and workmanship only. The guarantee does not cover normal wear and tear of components, damages caused by incorrect operation or handling, negligence, excessive use, chemical or electrolytic influences, modifications by a party other than DUAP or other reasons for which DUAP cannot be held liable. There is no guarantee for prototypes, samples etc.
<b>12. Liability</b>	DUAP's liability is strictly limited to the replacement, free of charge, of defective parts if such defective parts are in compliance with paragraph 11 of the conditions of sale. In no event is DUAP liable for damages other than those specified in paragraph 11 in particular: loss of profits, loss of orders, loss due to standstill or any other loss directly or indirectly related to damages. The purchaser has no right to cancel orders or remaining portions thereof for reason of liability.
<b>13. Place of Jurisdiction</b>	The place of jurisdiction for both parties is DUAP's location. Any dispute is subject to the material Swiss law and jurisdiction.

This execution of DUAP sales conditions supersedes all previous ones

Herzogenbuchsee, 20<sup>th</sup> January, 2009

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