

I. General and scope

The following General Terms and Conditions of Business apply to business transactions between STEMMER IMAGING AG (hereinafter: Seller) and the Purchaser. Conflicting purchase terms of the Purchaser will not become part of the contract even if they are not expressly opposed by the Seller. The present General Terms and Conditions of Business will take precedence over those of the Purchaser. These Terms and Conditions of Business will apply to all current and future business transactions between the Seller and the Purchaser, even if they are no longer expressly referred to in an individual order placed within the scope of an existing business relationship.

II. Conclusion of the contract

The offers of the Seller are not binding. The contract will only be brought about once the order placed by the Purchaser has been accepted by the Seller in a written order confirmation.

III. Property rights and copyrights of the Seller

The Seller will retain the proprietary right and copyright to all drawings, designs, circuit diagrams and cost estimates etc. The named documents will be entrusted to the Purchaser and may neither be made available to third parties nor copied without the written permission of the Seller. They must be returned to the Seller on first request.

IV. Prices and conditions of payment, default of the Purchaser

1. Unless expressly agreed otherwise, prices will be in Swiss Francs and will not include Value Added Tax. The acceptance and execution of orders may be made dependent on a security or on advance payment of the purchase price. Should the procurement costs (mark-ups at suppliers, additional fiscal charges, rises in customs duty, increased costs of transport to the Purchaser, currency fluctuations in excess of 2 % or the like) increase in the course of order handling, the Seller will reserve the right to adjust his prices accordingly.
2. The invoiced amounts are payable net and without deduction within 30 days of the invoice date. Checks and bills of exchange will only be deemed paid on encashment.
3. Once the payment period has expired to no avail, default will occur without any reminder. Default interest of 9 % will be payable. If payment is made in bills of exchange, the Seller will be entitled to charge the customary bank rate fees.

V. Reservation of ownership

All the delivered goods will remain the property of the Seller until the purchase price has been paid in full. The Purchaser will not be entitled to pass on the products to third parties before they have been paid for in full. The Seller will be entitled to have this reservation of ownership entered into the Reservation of Ownership Register by the Purchaser and at the Purchaser's expense without any further involvement on his own part. The Purchaser will be obliged to cooperate in the registration process.

VI. Exclusion of set-off

The Purchaser's right of set-off will be excluded.

VII. Performance of the contract by the Seller

1. The place of performance for all obligations will be the domicile of the Seller.
2. The time of performance will be deemed the time at which the goods leave the business premises of the Seller or, in the case of direct delivery, the business premises of the supplier. The quoted delivery dates will be without obligation and will be based on the circumstances prevailing at the time when the order was confirmed by the Seller.
3. Should the Seller be in default, the Purchaser must grant the Seller a period of grace for subsequent performance, the duration of which must be at least as long as the original delivery period. This will commence on receipt of notification of the specified period of grace by the Seller. The Seller will retain the right to withdraw from the contract should manufacture or delivery within the period of grace become exceptionally difficult or impossible. In this case, the Seller will not be obliged to make any subsequent delivery should the impediments cease to exist. Liability for subsequent impossibility or default of delivery will be waived, irrespective of whether the Seller or the Purchaser decides to withdraw, to the extent allowed by law.
4. In circumstances which are beyond the control of the parties or in the case of acts of God, delivery dates will be extended ipso jure. In such cases the Purchaser will, however, be entitled, to withdraw from the contract, after stipulating a period of grace for subsequent performance, the duration of which is at least as long as the original delivery period. This will commence on receipt of notification of the specified period of grace by the Seller.
5. The Seller will reserve the right to deviate from illustrations, weights and measurement tables or other such specifications made in the offer, should this prove expedient when executing the order and provided that this does not compromise the Seller's intended use of the delivery items.
6. All transport costs, such as packing, postage and insurance will be borne by the Purchaser.

VIII. Transfer of risk

1. Benefits and risk will pass to the Purchaser at the time when the goods leave the business premises of the Seller or, in the case of direct delivery, the business premises of the supplier. Transport will be at the risk of the Purchaser. This will also apply if it has been agreed that the goods will be delivered free of postage or carriage charges.
2. Should the Purchaser fail to stipulate a particular type of transport, the Seller will make the necessary arrangements on the Purchaser's behalf. The Purchaser is advised to draw up a record in collaboration with the carrier without delay should transport damage occur.
3. The Purchaser is responsible for any insurance arrangements.

IX. Warranty

1. All warranty claims will only exist to the extent defined below. All claims over and above this, and in particular compensation claims for damage caused directly or indirectly by the goods or by use of them and claims due to any loss of profit caused by delayed or failure of delivery, will be expressly excluded to the extent allowed by law.
2. The Seller will only grant the following guarantee for the goods he has delivered if the Purchaser has complied with all the operating and installation instructions and has met all his payment obligations in full.
3. The Seller will give a warranty for all defects which occur during the guarantee period, if these can be proved to have been caused by poor material or faulty manufacture. The guarantee period will be twelve months, starting on the day when the goods are delivered to the Purchaser. The Purchaser must inspect the delivery item within eight working days following receipt and immediately provide written notification of any defects found, giving reasons for his claim. The claims of the Purchaser will lapse in any event if they are not enforced within the guarantee period of three months following delivery of the goods. The opening of conciliation proceedings will satisfy requirements in terms of meeting this deadline.
4. The liability of the Seller will be limited to replacement of the defective delivery item or to reimbursement of the invoiced value of an item not replaced, at his own option. Under no circumstances will the Seller be liable for disassembly or re-assembly, for any associated travel or transport expenses or for any kinds of damage caused directly or indirectly by the delivery item itself or by use of it. Modifications or repair work performed without the written permission of the Seller or any failure to observe the operating instructions of the Seller will rescind the warranty, unless these are measures which the Purchaser is obliged to undertake as part of his duty to avert, minimize or mitigate loss.
5. Recommendations in respect of application know-how given to the Purchaser in all conscience will be without obligation and will not constitute grounds for any contractual obligation. They will not discharge the Purchaser from inspecting the goods to ascertain their suitability for the purpose for which they are intended on his own responsibility. As a basic principle, the goods distributed by the Seller must not be used in life-preserving devices inside the human body or for devices either for the preservation or monitoring of life. However, in certain circumstances such an application may be approved following a written request by the Purchaser. This approval must be made expressly and in writing. The Purchaser will also be responsible for preventing damaging environmental influences. Liability for damage caused by such environmental influences will be rejected in full.

X. Modifications

Modifications and supplements to these General Terms and Conditions of Business must be made in writing.

XI. Data protection

STEMMER collects, stores and uses the personal data of the customers and suppliers in its computer systems for purposes of order management, processing of goods traffic and payments as well as its own advertising. STEMMER takes all necessary precautionary measures to adhere to statutory provisions when collecting, storing and using personal data. Customers and interested parties may obtain information about their stored data at any time as well as object to the use of their data.

For this purpose, please contact ch.privacy@stemmer-imaging.com

XII. Legal venue and applicable law

1. **The law courts at the Seller's domicile will have jurisdiction over all disputes arising from this contract. The Seller can also bring an action at the Purchaser's domicile or at any other legal venue, at his own option.**
2. The law of Switzerland will apply exclusively. The applicability of the United Nations Convention on Contracts for the International Sale of Goods will expressly be excluded.