



General Conditions of Sale and Delivery

1. General

- 1.1 These general conditions of sale and delivery apply to all deliveries of goods. They apply if they are referred to in the offer or order confirmation by Ringele AG. The Swiss Code of Obligations is applicable insofar as these conditions do not contain a regulation.
- 1.2 Deviating or additional conditions only apply if they have been expressly agreed in writing.

2. Offers

- 2.1 The prices quoted in our offers are valid for 3 months. They are subject to the following conditions.

3. Orders

- 3.1 Orders become binding when the order has been confirmed in writing by Ringele AG.
- 3.2 Ringele AG may agree in writing to revoke or modify a confirmed order, providing this is feasible at the respective stage in production.
- 3.3 The costs arising from the revocation or modification of an order shall be charged to the customer. Subject to any changes that are due to an incorrect order confirmation unless Ringele AG has been immediately informed in writing of the incorrect content upon receipt of the order confirmation.

4. Prices

- 4.1 Unless agreed otherwise, the prices exclude VAT as well as all other taxes, levies, duties, fees, etc. charged upon the conclusion or execution of an order.
- 4.2 If the market prices for raw material, processing costs, etc. change before the goods are delivered, then Ringele AG reserves the right to apply the new market prices valid on the day of the delivery.
- 4.3 If Ringele AG has borne the costs for transport, insurance and customs clearance, then all increases in tariffs and fees, such as value-added tax, transport charges, insurance premiums, duties, etc. arising after the conclusion of the contract shall be borne by the customer. Discounts or reductions on tariffs and fees will be credited to the customer.

4.4

5. Terms of payment (subject to para. 13)

- 5.1 Unless agreed otherwise, payments shall be made net within 30 days after the date of the invoice, without any deductions. If the customer does not adhere to the payment dates, Ringele AG reserves the right to charge the usual default interest at the time.
- 5.2 If the customer is in arrears with payments for deliveries that have already been made, Ringele AG is entitled, by notifying the customer in writing, to waive the part of the order that has not yet been fulfilled, without granting a period of grace and to cancel all orders that have already been confirmed but not yet executed. The customer is obliged to pay Ringele AG full compensation for the resulting losses.
- 5.3 Invoicing and payment in a foreign currency is possible, if it has been expressly agreed.

6. Delivery times

- 6.1** Unless agreed otherwise, the tolerance for deviations in the delivery date is minus ten, plus zero working days.
- 6.2** If the delivery date specified has been exceeded, the customer shall not be entitled to compensation, unless an agreement has been made to the contrary.
- 6.3** The delivery date is considered to be when the goods are received by the customer.
- 6.4** The delivery date specified refers to the delivery of the goods ex works, calculated from the date the order was confirmed in writing by Ringele AG.

7. Scope of delivery

- 7.1** The specifications, prices and conditions refer to the total quantity of goods supplied in a single consignment.
- 7.2** If the customer explicitly requests to call off partial consignments from the offer / order confirmation, then the specifications, prices and conditions shall be based on the quantities of each partial consignment.

8. Force majeure

- 8.1** Events caused by a force majeure release Ringele AG from fulfilling their delivery obligations.
- 8.2** The customer is not entitled to assert any claims in these cases.
- 8.3** The following shall be considered as events of force majeure: Mobilisation, war, sabotage, strike, lockout, revolution, government action or decree, embargo, flood, storm, fire or other natural hazards as well as all other unforeseen influences such as the restriction of the power supply, delayed or incorrect delivery of raw materials, machinery or tool breakages, which occur at Ringele AG or a subcontractor. Other events of force majeure also include difficulties and delays in transport, delayed provision of the means of transport equipment, interruptions in traffic.

9. Transport, insurance and packaging

- 9.1** The weights determined by Ringele AG are decisive when calculating the freight costs. Unless agreed otherwise, the freight charges shall be borne by the customer. The customer shall also bear any additional costs charged due to abnormal dimensions, special delivery methods as well as cash on delivery and other collection charges.
- 9.2** The parts are packed in such a way to provide them with effective protection against damage.
- 9.3** A delivery note is enclosed with every delivery. The order number and item number are quoted on the delivery note along with the exact number of pieces in the delivery. A fee will be charged for any disposable packaging (wood, cardboard, etc.) used and, subject to legal regulations, this will be left at the customer's premises. A fee will also be charged for reusable containers (transport brackets, pallets, etc.), if they are not returned to the delivery unit within 60 days in a reusable condition. The use and risk of the consignment shall pass to the customer upon its arrival at the place of delivery.

10. Retention of title

- 10.1** The goods delivered remain the property of Ringele AG until they are paid for in full.
- 10.2** The customer is obliged to cooperate in all measures necessary to protect the property of the supplier; in particular, it authorises Ringele AG to register or enter the notice for the reservation of title in official registers or books and the like at the expense of the customer in accordance with the relevant legislation at the place of registration and to comply with all the relevant formalities.
- 10.3** The customer shall store the delivered goods at his expense during the period of the retention of title and insure them on behalf of Ringele AG against theft, breakage, fire, water and other risks. He shall furthermore take all the necessary measures to ensure that the title of ownership of Ringele is neither impaired nor cancelled.

11. Mass and quantity tolerances

11.1 The tolerances of the EURO-DIN standards, if available, shall apply to the dimensions and material thicknesses. Otherwise, the target tolerances of customer shall apply.

11.2 The following quantity tolerances apply:

Order volume:	1-4 pcs.	Permissible deviation in the delivery:	+/- 0 pcs.
	5-10 pcs.		+/- 1 pcs.
	From 11 pcs.		+/- 10 %

12. Quality control

12.1 Conforms to ISO 9001. The test methods and results of Ringele AG are decisive.

12.2 If the accuracy is challenged, a mutually appointed independent expert shall carry an arbitral analysis.

13. Tools

13.1 The following method of payment shall apply unless a special agreement has been made:

- 30% upon placing the order
- 50% upon completion of the tool
- 20% after approval

13.2 The customer assumes ownership of the tool upon payment of the full purchase price.

13.3 The company Ringele AG shall service the tools until the service life (number) offered has elapsed. Any charges after this point in time shall be borne by the customer. If no service life has been agreed on, the maintenance fees shall be borne by the customer.

13.4 The retention period for the tools paid for by the customer expires 5 years after their last use. The company Ringele AG is entitled to destroy the tool 1 month after notifying the customer in writing, if they have not received a written response from the customer.

14. Inspection and notice period

14.1 The buyer must inspect the goods as soon as they have been delivered.

14.2 Complaints regarding the weight or the number of items and complaints about the quality of the goods are only valid if Ringele AG is notified in writing within 10 days after receiving the goods, or in case of hidden defects, ten days after they have been noted within the warranty period.

14.3 If no defects have been reported within the specified times, the delivery shall be considered to be approved.

15. Warranty and liability

15.1 In the case of justified complaints or notices of defects, Ringele's liability is limited to the free replacement and/or repair of the goods if the complaint/notice has been received within a warranty period of six months from the delivery of the goods from the manufacturing plant. The goods replaced by a defect-free delivery are owned by Ringele AG.

15.2 In addition, the customer has no claims against the company Ringele AG, more specifically, no further rights to change, reduce or replace the damage resulting from the faulty delivery. This excludes, in particular, all claims by the customer for the replacement of incidental, indirect or consequential damages (including lost orders, revenue or profits, recall costs, interruption of business, claims from third parties) as well as all other costs incurred by the customer relating to a faulty delivery.

15.3 A complaint or notification of defects shall not give the customer the right to withhold payment for the goods in question.

16. Product liability

- 16.1** The company Ringele AG is insured for damages resulting from incorrect or faulty designs, constructions, production or instructions.
- 16.2** The geographical scope includes Europe (with the exception of Albania, Bulgaria, Romania and the countries of the former Soviet Union), the whole of Turkey and the USA and Canada.
- 16.3** The max. insured total for Ringele per year amounts to CHF 10 million (incl. cost for experts, lawyers, etc.)
- 16.4** Even after the warranty period has elapsed, the customer and the company Ringele AG will continue to inform each other of possible defects in the goods or claims raised by third parties in connection with their use, and to assist to the best of their ability in the defence of unauthorised claims associated with product liability .

17. Copyright infringement

- 17.1** The customer is responsible for ascertaining whether the material described and/or ordered by the customer will infringe on a patent, design or other intellectual property rights or the copyright law based on its composition, description, or a particular processing or use. In such cases, the customer is solely liable.

18. Confidentiality of data

- 18.1** The company Ringele AG undertakes to treat all data included in an offer or order as confidential and not to make it accessible to third parties.

19. Development by Ringele AG

- 19.1** Ringele AG owns the rights to developments and documents created by or on behalf of Ringele AG.
- 19.2** The transfer of this right must be specifically agreed upon.

20. Place of performance and jurisdiction

- 20.1** The place of performance and jurisdiction is Arlesheim, Switzerland.

Pratteln, September 2002