

Sablux. Schweiz.
Wir leben die Strahltechnologie
von heute und morgen.

Sablux. Switzerland.
We live blasting technology
of today and tomorrow.

Sablux. Suisse.
Nous vivons la technologie de sablage
d'aujourd'hui et de demain.

Sablux

Sablux Technik AG
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General contract terms

Subject to price, range and technical modifications

January 2013

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1. PREAMBLE

- a. The following regulations contain the general terms and conditions of business of Sablux Technik AG in connection with the processing, the sale and supply of goods, including additional services.
- b. The general conditions of assembly and after-sales customer services apply for the assemblies, service, and after-sales customer service conditions of Sablux Technik AG.

2. OFFER AND CONCLUSION OF CONTRACT

- a. Unless agreed otherwise, offers are made and submitted free of charge. The offers of Sablux Technik AG are valid, if nothing else is agreed upon, for the duration of 2 months following their issue.
- b. Possibly documents which are part of the offers, such as illustrations, drawings, weight and measurement data, are not binding without express warranty. The right to carry out technical modifications is reserved.
- c. The contract is only considered as final upon written confirmation of the order and countersigned by Sablux Technik AG (order confirmation).
- d. Upon contract conclusion the orderer takes over the general contract conditions of Sablux Technik AG. They are applicable to all contracts with Sablux Technik AG in association with the processing, sales and delivery of goods. Any differently phrased conditions of the purchaser or any conditions deviating from the present T&Cs are only valid if accepted by Sablux Technik expressly or in writing.

3. STATIC CALCULATIONS

If the set-up and assembly of the supply imply static calculations, these are assigned to a structural engineer from the purchaser's area of residence. Any costs arising thereby are to be borne by the purchaser.

4. PLANS AND TECHNICAL DOCUMENTATION

- a. Plans, technical documentation, drawings, descriptions etc. are protected by copyright. Sablux Technik AG reserves all rights on these documents, insofar they are not from the orderer herself.
- b. The purchaser recognises these rights. He may only use the documents for the purpose they were issued for. The documents may neither be copied, nor reproduced, nor handed to thirds or their contents disclosed without the prior written authorisation of Sablux Technik AG. They are to be released to Sablux Technik AG upon first request.

5. PRICES

- a. Prices are given net and apply starting from the supplier factory Bachenbülach without packaging and dispatch.
- b. Any additional expenses for packaging, dispatch, export, insurance, licenses including transit and import licenses as well as certifications, are to be borne by the purchaser. In the same way, the purchaser has to bear all kinds of taxes, duties, fees, customs and the like, which are levied in connection with the supply. If such costs are advanced by Sablux Technik AG, they are to be refunded on presentation of appropriate proof.
- c. Sablux Technik AG reserves the right to make a price adjustment if the production costs between the time of the offer and the contractual fulfilment should increase due, for instance, to an increase in rates of pay, duties, prices of raw materials, auxiliary materials, energy or freight. A subsequent adjustment does not give the purchaser any right to withdraw from the contract.
- d. In the case of orders under a net amount of CHF 30.00, a surcharge for small quantities of CHF 10.00 is levied.
- e. The purchaser is obligated to certify and have countersigned the working times, travelling times and services of Sablux Technik AG mechanics.

6. TERMS OF PAYMENT

- a. Payments are to be made to the head office of Sablux Technik AG, without the deduction of any discounts or dues of any kind.
- b. The contract price is due, unless otherwise agreed, within 30 days following the issue of the invoice for payment. Discount deductions will be invoiced afterwards.
- c. In the case of supplies with a goods net amount from CHF 15,000.00, payments are to be carried out as follows:
 - a third of the price within 30 days following the order;
 - a third of the price within 30 days following acceptance or completion in the factory Bachenbülach;
 - a third after start-up in the factory of the purchaser, but no later than 60 days following acceptance or completion in the factory Bachenbülach
- d. The purchaser may not hold back payments, and may only offset with counterclaims with the written agreement of Sablux Technik AG or a legally effective judgment, even if they arise from the same contract or its being contested.
- e. The dates of payment are also to be kept, if the transport, delivery, assembly, start-up or acceptance of the supplies or services are delayed or made impossible for reasons not falling under the responsibility of Sablux Technik AG, or if insignificant parts are missing or reworking proves to be necessary, which does not render the operation of the supplies impossible.
- f. If the purchaser is in arrears with a payment (even from another contract), or if Sablux Technik AG has serious reasons to fear that it will not receive the purchaser's payments in full or not in time due to a circumstance which occurred after the conclusion of the contract, Sablux Technik AG is authorised, without any restriction of its rights, to suspend the further execution of the contract and hold back supplies, until payment has been made or new terms of delivery and payment have been agreed upon, and the purchaser has provided sufficient securities. If such an agreement cannot be made within an appropriate period and/or if Sablux Technik AG does not receive sufficient securities, the latter is entitled to withdraw from the contract and to demand compensation (including lost profit).

If the purchaser does not keep the dates of payment agreed upon, he has to pay, without any reminder, interest or arrears of 6% starting from the day of agreed maturity. The right to claim for further damages, such as collection costs, is reserved.

7. RETENTION OF TITLE

- a. Sablux Technik AG remains the owner of the supplied products up until the complete payment of the purchase and/or work piece. The purchaser authorises Sablux Technik AG to have an appropriate retention of title entered into the official register at the expense of the purchaser. He commits to participate in the registration if this should be necessary.
- b. The purchaser hereby assigns all claims arising from possible contracts with thirds of goods for which Sablux Technik AG reserved ownership to the latter. Sablux Technik AG has the right to notify thirds of this cession.

8. TIMES FOR DELIVERY

- a. The time for delivery begins as soon as the contract is concluded, all official formalities are carried out, payments or other collateral, which became due upon ordering, are settled plus the essential technical details are sorted out.
- b. The time for delivery extends appropriately, if delays have been caused by the purchaser, or he does not keep his terms of payment, or if obstacles arise which Sablux Technik AG cannot avert despite the required care being taken. Such obstacles are for instance epidemics, war, riots, acts of God, belated or unsatisfactory supplies of raw materials, operational disturbances, accidents, work conflicts. In such cases the purchaser does not have a right to claim for damages.
- c. Sablux Technik AG is only liable for delays in the case of unlawful intent and gross negligence. Any liability for auxiliary persons is voided. If the purchaser is helped out by means of a replacement delivery, the demand claim for damages caused through delay is null and void thereby.

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9. TRANSFER OF BENEFITS AND RISKS

- a. Benefits and risks are transferred to the purchaser with the conclusion of the contract, but no later than upon completion in the factory Bachenbülach.

10. TRANSPORT

- a. Sablux Technik AG has the free choice, unless otherwise agreed, of the means of transport.
- b. If the dispatch is delayed on the purchaser's request or for reasons which Sablux Technik AG is not responsible for, the supplies are stored insured at the expense and risk of the purchaser.
- c. The unloading is carried out according to the dispositions and under the responsibility of the purchaser.
- d. Any transportation damages observed are to be notified immediately in writing to the carrier and to Sablux Technik AG.
- e. Transportation is insured at the purchaser's expense, if the purchaser expressly asks for this.

11. MODIFICATIONS AND ASSEMBLY SERVICES

If modifications to a equipment or assembly services have to be provided in addition to the delivery of goods, they are charged according to the provisions and current price rates of Sablux Technik AG, if these services are not clearly contained in the purchase price (order confirmation). The general terms and conditions of assembly and after-sales customer service of Sablux Technik AG apply (see number 1 letter b).

12. INSPECTION AND GUARANTEE PERIOD

- a. Sablux Technik AG ensures that the commodity supplied or the work executed meets the specifications agreed upon. Warranted properties are only those which have been expressly described as such in the order confirmation or in specifications.
- b. The purchaser examines the commodity or the work immediately after supply. He has to inform Sablux Technik AG of any defects immediately and in writing, no later than 4 weeks after receipt of the supply or, by assembly in the factory of the purchaser, after acceptance. If he fails to do this, the supplies and services are considered as accepted. Hidden defects are to be notified in writing to Sablux Technik AG no later than 10 days after they have been discovered.
- c. The guarantee period is 24 months if the supplied equipment is used in single-shift operation and 12 months if used day and night. The guarantee period for parts supplied by subcontractors (such as engines, gears etc.) is 6 months, even in single-shift operation.
- d. The warranty term for services that Sablux Technik AG performs in the manufacturing and sheet metal processing sector is also 6 months.
- e. The guarantee expires prematurely, if the purchaser or thirds carry out inappropriate changes or repairs or if the purchaser does not immediately take suitable measures for damage reduction after a defect has arisen and does not give Sablux Technik AG any opportunity to repair the defect.

13. RIGHT CONCERNING DEFECTS

- a. If the supplied product has defects which compromise its value and/or suitability for use, or if it lacks a warranted property, Sablux Technik AG will, at its own discretion, either replace the commodity within an appropriate period or rectify the defect. No other rights concerning defects or extension of these rights will be granted.
- b. If rectification is not possible in the factory Bachenbülach, then the travel and accommodation costs of the mechanics involved in the rectification of the faults are charged fully to the purchaser. Replaced parts become the property of Sablux Technik AG.

14. NON-LIABILITY

- a. Sablux Technik AG is not liable for damages and defects to products and devices or their parts, which arise through natural wear and tear, in particular those of wearing parts, such as pistol bodies, nozzles, pipes, viewing panels etc., excessive stress, improper handling and maintenance, errors when assembling and connecting the equipment or the goods, unsuitable resources as well as due to other causes for which Sablux Technik AG is not responsible. This also applies in the case of non-compliance with the assembly and operation instructions of the manufacturer as well as in the case of installation of spare parts and accessories not recommended by Sablux Technik AG.
- b. Sablux Technik AG is only liable for damage if unlawful intent or gross negligence on its part can be proven. Sablux Technik AG is not responsible for its auxiliary persons.
- c. The liability of Sablux Technik AG is described in full in these T&Cs. No liability is accepted for transportation damages. Sablux Technik AG is not responsible for damage which has not arisen in the supplied commodity itself, such as for instance production downtimes, loss of effectiveness, lost profit or other consequential damages.
- d. The purchaser alone is responsible for the resale of the commodity and commits to indemnify Sablux Technik AG against any claims of thirds.
- e. Claims due to compelling legal liability regulations are excluded from the limitation of liability.

15. GENERAL PROVISIONS

- a. Sablux Technik AG reserves the right to change the present T&Cs at any time. The purchaser will be informed in writing or in another suitable way. Apart from that, changes and additions to the contract and/or to these T&Cs as well as subsidiary agreements need to be in writing. This applies also to the alteration of the requirement of written form.
- b. If individual regulations of the present contract should be ineffective or become ineffective after the conclusion of the contract, the effectiveness of the contract is not affected thereby in all other respects. The parties will replace an ineffective regulation with an effective replacement regulation, which comes as close as possible to the sense and purpose of the ineffective regulation.
- c. The purchaser is not entitled to assign his claims arising from the contract..

16. APPLICABLE LAW AND AREA OF JURISDICTION

- a. All legal relations of the purchaser with Sablux Technik AG are subject to Swiss substantive law excluding the UN Convention on Contracts for the International Sale of Goods (CISG) and other international private law regulations.
- b. The area of jurisdiction for all proceedings is the head office Sablux Technik AG. However, the latter has the right to bring action against the purchaser at any other competent court.