

TERMS AND CONDITIONS OF SALE AND DELIVERY

ARBOR FLUIDTEC AG (hereinafter referred to as "Arbor")

1. Binding Nature of Offers

All offers, especially those in catalogues, price lists, etc., are non-binding. The contract is established by written confirmation of order by Arbor or at the latest, by dispatch of the goods.

2. Delivery

The agreed delivery date is based on the conditions at the time of order and is considered to be a guide. If an agreed delivery date is exceeded by more than 3 months, the buyer may withdraw from the contract after an appropriate final deadline set by the buyer. Further claims, especially claims for compensation for damages, for example due to delayed delivery, are excluded. Missed deadlines which are not the fault of Arbor may not lead to termination of the contract or the lodging of any claims for damages.

If delivery is delayed due to reasons for which the buyer is responsible, Arbor is entitled to claim any additional costs incurred for storage from the buyer and, after expiry of a period granted to the buyer, may otherwise dispose of the stock to be delivered. The buyer remains bound by the contract. Arbor may either demand fulfilment of the contract or waive subsequent execution while simultaneously claiming compensation of 50 % of the purchase price.

Depending on the size of the order, Arbor is entitled to supply partial deliveries. Arbor reserves the right to change the design and form during the delivery period, provided that the function of the item is not considerably altered and the change could be reasonably expected to be acceptable to the buyer.

3. Prices, Packaging, Insurance, Shipping

If not offered otherwise, prices are ex works. The customer's requests for special markings, special documentation, customer drawings, certificates, certifications, special shipping instructions, special packaging etc. will be charged at cost.

4. Payment Terms

Payment must be made within 30 days of the date of invoice without deduction of discounts and rebates, in the agreed currency, unless special payment terms have been otherwise agreed in writing. Arbor has the right to demand advance payment or payment of a deposit as it sees fit. Partial deliveries and additional equipment delivered subsequently will be invoiced separately, under application of the aforementioned payment terms.

If delivery is delayed at the buyer's request or due to a failure by the buyer to meet the requirements, the invoice will be issued when the consignment is ready for delivery. If the buyer is late with the payments or if there are otherwise doubts concerning the buyer's ability or intention to pay, Arbor may demand payment in advance and, if this is not provided, may withdraw from the contract after granting an appropriate period of grace and demand compensation for non-fulfilment. Interest will be charged on late payments. Offsetting using anything other than counterclaims accepted without dispute by Arbor or ruled to be legally valid by the courts requires express written consent from Arbor. The buyer may not exert any right of retention over the goods delivered.

Any complaints concerning invoicing by Arbor must be submitted in writing within 10 days, otherwise the invoice is considered to be correct and accepted.

5. Warranty

The buyer bears sole responsibility for the selection and use of the goods purchased. Arbor bears no liability for the overall system whatsoever. The buyer bears the burden of clarifying whether the goods supplied by Arbor are suitable for the purpose intended by the buyer, in particular whether the media are compatible.

6. Complaints

Defects that may be identified by careful scrutiny of the goods must be reported in writing by the buyer within 8 days of receipt of the goods. Other defects must be reported in writing by the buyer immediately on discovery, although no later than one year from receipt of the goods. In the event of a justified complaint, Arbor will exchange the goods or take them back in exchange for a refund of the purchase price. Further claims for compensation which exceed the guarantees of our manufacturing plants are expressly excluded – where legally permissible. However, any liability accepted by Arbor, irrespective of the legal basis on which the buyer's claim relies, is limited to CHF 3,000,000 for any individual claim.

7. Retention of Ownership

The items purchased remain the property of Arbor until full completion of all obligations arising from the purchase agreement by the buyer. Until such time, Arbor is entitled to enter a reservation of ownership in accordance with Art. 715 Swiss Civil Code in the reservation of ownership register in the buyer's place of residence;

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by signing the order confirmation in writing, the buyer gives consent in the sense of Art. 4 of the ruling of the Federal Court concerning registration of reservation of ownership (dated 19.12.1910), so that the seller may register the reservation of ownership without the buyer's involvement.

Legal transactions and / or actual injunctions of any kind which could restrict the rights of Arbor are not permitted.

If a third party lodges a claim against the item purchased, Arbor must be informed in writing without delay. Arbor is expressly authorised to inform any hirers of this reservation of ownership.

8. Return of Goods

For goods which were delivered by Arbor ex warehouse and which are to be returned due to no fault of Arbor, a fee of 30 % of the value of the goods will be charged for the return to the warehouse. Only new goods in unblemished condition and in their original packaging will be accepted as returns. Arbor may refuse a return in full or in part at any time.

No return is possible for special parts and components produced or obtained at the customer's request.

9. General

- a) These and any additional terms of Swiss Code of Obligations are applicable to deliveries and services from Arbor. The buyer's purchasing terms or any differing and additional agreements are only binding for Arbor if and insofar as they have been acknowledged in writing by Arbor.
- b) If one of the terms of this contract proves to be unworkable, the validity of the contract in general remains unaffected. The parties undertake to replace the unworkable term with a workable term whose economic result corresponds as closely as possible to that of the unworkable term.
- c) The customer may not transfer his rights arising from this contract to a third party without express written consent from Arbor.
- d) **The place of jurisdiction and fulfilment is the head office of Arbor Fluidtec AG. However, Arbor reserves the right to appeal to the court competent at the customer's place of domicile.**
- e) Swiss law applies.
- f) These terms and conditions of sale and delivery are applicable to all sales and deliveries from 1st November 2013 and supersede all previous versions.

10. Guarantee

All products enjoy a guarantee against material and manufacturing defects for two years from the date of purchase.

For certain products, Swagelok Company provides a lifetime guarantee against material and manufacturing defects.

The buyer's claim is limited to the replacement and installation of parts which have failed due to material or manufacturing faults. The appropriate manufacturer's guarantees apply to all customer specific parts and products from other manufacturers.

In this respect, we refer you to the manufacturer's guarantee.

All other guarantees stated, implied or specified are expressly not recognised (including and not limited to guarantees concerning merchantability and suitability for a specific purpose and any demands made by business practice or trade). Neither the seller, supplier nor manufacturer are liable for any damages, whether direct or indirect, resultant or associated.

11. Proper Selection of Products

When choosing a product, the whole system design must be taken into account, to ensure safe and problem-free operation.

Functionality, material compatibility, appropriate ratings, correct installation, operation and maintenance are the responsibility of the system designer and user.