

Conditions of Sale and Delivery

Valid from 1.4.2010

1. Copyright

We reserve the right of ownership and copyright over all drawings, technical calculations, designs, cost estimates etc. They may not be made available to any third party, and in particular not to a competing firm. If no order is placed, all documentation must be returned without delay.

2. Order confirmation

With the receipt of our order confirmation, the customer accepts these Conditions of Sale and Delivery. Any general terms and conditions or other purchase conditions of the customer contrary hereto are deemed to be invalid.

3. Conditions of delivery

Deliveries are effected by the least expensive mode of shipment EXW.

3a.

In the case of custom-made articles, the quantity delivered may be 10% greater or less than the quantity ordered.

3b.

Credits for returned goods are given subject to the deduction of an appropriate fee for the restoration of the goods to a saleable condition. Custom-made articles are not returnable and no credits can be granted for them, except in the case of defects which are recognised by us.

4. Delivery periods

The delivery period is deemed to begin after all commercial and technical details have been completely settled and all documentation and components to be procured by the customer have been supplied. Delivery periods are stated in accordance with the best of our knowledge and judgement and are not guaranteed. They may be appropriately extended in the event of unforeseen events that are beyond our influence and responsibility, such as plant breakdown, delay in delivery from subcontractors, strike, government intervention etc. No compensation will be given in respect of a delayed delivery.

5. Complaints, warranty and liability

Complaints must be made in writing and can only be considered if received not more than 14 days after receipt of the goods. Transport damages must be reported immediately to the carrier by the recipient of the goods. The warranty period is 6 months after delivery for goods, 12 months after delivery for tools.

In case of a defect product, Multi-Contact shall, at its sole discretion, either supply new goods or repair the defective goods or issue a credit note for the defective goods.

To the fullest extent legally possible, Multi-Contact (i) does not accept any liability claims and damages (other than in case of gross negligence or wilful misconduct) and (ii) further expressly excludes any liability or claim relating to the goods for compensation for interruption of operation or production, for any indirect damages or third-party or consequential damages (such as loss of business, revenues, profit, goodwill or reputation, etc.).

6. Ownership reservation

We retain the right of ownership over all goods supplied by us until the agreed purchase price has been paid in full, or, in the case of our accepting bills of exchange, until such bills have been paid. The customer may process and dispose of the goods in the due course of business. However, he may not pledge the goods to a third party or assign them as collateral until payment for them has been effected in full. The customer must inform us without delay in the event of the goods being distrained by a third party.

7. Prices

The stated prices are net prices. Unless otherwise agreed in the order confirmation, all prices are ex works (INCOTERMS 2000) and exclusive of any packaging. For small orders we reserve the right to charge a minimum of CHF 100.-.

8. Payment

Payment term is 30 days net after invoice date, unless otherwise agreed in the order confirmation. No payment shall be set off by the customer (except for undisputed claims).

9. Applicable law, place of fulfilment and jurisdiction

These Conditions of Sale and Delivery are subject to Swiss material law with the exclusion of the United Nations Convention on the international sale of goods (Vienna Sales Convention [CISG]). The sole place of jurisdiction for all disputes relating to the delivery of the goods and / or these Conditions of Sale and Delivery is the competent court at the domicile of Multi-Contact (i.e. Arlesheim, Switzerland).