

# General Terms of Sale of Duresco GmbH, Witterswil

## **1. Exclusive validity**

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The present terms of sale apply to all sales of Duresco GmbH., Benkenstrasse 250, CH-4108 Witterswil, Switzerland, ("Duresco"). Conflicting or additional terms of sale and in particular stipulations in purchaser's general conditions, shall be valid only if they have been expressly agreed in writing.

## **2. Force Majeure**

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Duresco is not responsible for any non-fulfillment of its obligations resulting from a force majeure event which shall mean any and all circumstances which Duresco cannot prevent despite using due care, including, but not limited to Acts of God, war or warlike events, explosion, fire, strike, boycott and acts or omissions to act by authorities.

## **3. Terms of payment**

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Unless otherwise specified in writing, all invoices are to be paid net within thirty days of the date of the invoice. Default interest will be charged on overdue amounts. This interest will be 2% higher than the rate for credit on overdraft granted to first class debtors in the country of the invoice currency. Bank expenses will be charged on the purchaser. No deductions of any kind are allowed.

Notification of defects does not exempt the purchaser from payment on the due date.

## **4. Date of delivery**

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The agreed delivery date is based on the conditions prevailing at the time the order is placed and under the assumption of normal supply and manufacturing conditions. Duresco is not responsible for delays in the supply of goods unless caused by gross negligence or willful misconduct of Duresco. In the case of special customer specifications the risk of delays in delivery resulting from failure to meet such specifications must be borne by the customer.

## **5. Warranty and Liability**

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Defects must be notified and specified in writing within ten days of receipt of the goods. Providing that the defects are notified in good

time, Duresco warrants for and shall immediately replace the defective goods with goods of the same type conforming to specification, thereby freeing Duresco from any further claim by the purchaser. If Duresco does not provide such replacement, the purchaser has the right to raise rescission or price reduction claims, but no claims for damages. Duresco does not warrant for products which are at an experimental stage.

Duresco is not responsible for damage resulting from either faulty usage, storage or alteration of the goods by the purchaser or third parties.

## **6. Technical assistance**

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Technical assistance, is based on the current state of our knowledge. Notwithstanding any such recommendations the purchaser shall remain responsible for satisfying himself that the products as supplied by us are suitable for his intended process or purpose. Since Duresco cannot control the application, use or processing of the products, Duresco cannot accept responsibility therefore. The purchaser shall ensure that the intended use of the products will not infringe any third party's intellectual property rights.

## **7. Applicable law**

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The present terms of sale and sales contracts are subject to Swiss law with the exclusion of the UN Convention on the International Sale of Goods. The possible invalidity of individual provisions of these terms of sale does not affect the validity of the other provisions.

## **8. Place of performance and venue for legal process**

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The due place of performance is the place as agreed by the parties for deliver. The place of performance for payment is Basel.

**Venue shall be Basel, Switzerland or any other competent court selected by Duresco.**