

General Conditions of Supply

1. General

These general conditions of supply shall be applicable on all supplies of Aquasant Messtechnik AG. They shall be binding if declared applicable in the offer or in the order acknowledgement.

Any conditions stipulated by the customer which are in contradiction to these general conditions of supply shall only be valid if expressly acknowledged by Aquasant Messtechnik AG in writing. Changes in construction due to improvements may at any time be introduced.

2. Prices

Unless otherwise agreed upon, all prices shall be deemed to be net ex works excluding packing, in freely available Swiss francs (CHF), Euros (EUR) or US dollars (USD) without any deduction whatsoever. Packing costs will be charged at actuals. The packing shall be non-returnable. Pallets, duly returned to Aquasant Messtechnik AG within 10 days from date of delivery and still in good condition will be credited to the customer.

Any and all additional charges, such as, but not limited to, freight charges, insurance premiums, fees for export and other permits shall be borne by the customer. Likewise, the customer shall bear any and all taxes, fees, customs duties, levies and the like which are levied out of or in connection with the contract. Such expenditures, if paid by Aquasant Messtechnik AG, shall be invoiced separately to the customers.

An appropriate price adjustment shall apply in case

- the delivery time has been subsequently extended due to any reason stated in Clause 5; or
- the nature and the scope of the agreed supplies or services has changed.

We reserve the right to charge a handling fee for small orders.

3. Terms of payment

Payments shall be made by the customer at the domicile of Aquasant Messtechnik AG within 30 days from the date of invoice, without any deduction for cash discount, expenses, taxes, fees and the like unless otherwise expressly acknowledged by Aquasant Messtechnik AG in writing.

Payment shall be deemed to be effected as far as Swiss francs (CHF), Euros (EUR) or US dollars (USD) have been made freely available at the domicile of Aquasant Messtechnik AG. The dates of payment shall also be observed if transport or delivery is delayed or prevented due to reasons beyond the control of Aquasant Messtechnik AG. If the customer

delays in the agreed terms of payment, it shall be liable, without reminder, for interest with effect from the agreed date on which the payment was due at a rate of not less than 3 per cent over the rate for current accounts (unsecured) charged by the house bank of Aquasant Messtechnik AG. The customer shall waive his right to set-off payments in advance.

4. Reservation of title

Aquasant Messtechnik AG shall remain the owner of all supplies until having received the full payments in accordance with the contract.

The customer shall cooperate in any measures necessary for the protection of supplier's title.

5. Delivery time

The delivery time shall start as soon as the contract is entered into and the main technical points have been settled. The delivery time shall be deemed to be observed if by that time Aquasant Messtechnik AG has sent a notice to the customer informing that the supplies are ready for dispatch.

Compliance with the delivery time is conditional upon customer's fulfilling of its contractual obligations.

The delivery time is reasonably extended:

- a) if the information required by Aquasant Messtechnik AG for performance of the contract is not received in time, or if the customer subsequently changes it thereby causing a delay in the delivery of the supplies or services;
- b) if hindrances occur which Aquasant Messtechnik AG cannot prevent despite using the required care, such as cases of force majeure.

Any delay of the supplies does not entitle the customer to any rights and claims, except in cases of willful misconduct or gross negligence on the part of Aquasant Messtechnik AG.

6. Transport, Insurance

Unless otherwise agreed Incoterms 2010 shall apply to all supplies of Aquasant Messtechnik AG. The benefit and the risk of the supplies shall pass to the customer by the date of their leaving the works. If dispatch is delayed at the request of the customer or due to reasons beyond the control of Aquasant Messtechnik AG, the risk of the supplies shall pass to the customer at the originally foreseen for their leaving the works.

From this moment on, the supplies shall be stored and insured on the account and at the risk of the customer.



Special requirements regarding transport must be notified in time to Aquasant Messtechnik AG. The transport shall be at customer's expense and risk. Complaints regarding forwarding or transport shall upon receipt of the supplies or of the shipping documents be immediately submitted by the customer to the last carrier. The customer shall be responsible for taking insurance against risk of any kind.

7. Guarantee, liability for defects

Aquasant Messtechnik AG guarantees a quality customary for its products and for a period of 24 months from the date of delivery.

Upon written request of the customer, Aquasant Messtechnik AG undertakes at its choice to repair or replace as quickly as possible any parts of the supplies which, before the expiry of the guarantee period, are proved to be defective or not useable due to bad material or poor workmanship. Replaced parts shall become the property of Aquasant Messtechnik AG.

The guarantee expires prematurely if the customer or a third party undertakes inappropriate modifications or repairs or if the customer, in case of a defect, does not immediately take all appropriate steps to mitigate the damage and give Aquasant Messtechnik AG the possibility of remedying such defect.

With respect to any defective material or execution the customer shall not be entitled to any rights and claims other than those expressly stipulated in this Clause.

8. Exclusion of further liability

Excluded from the guarantee and liability for defects of Aquasant Messtechnik AG are all deficiencies which cannot be proved to have their origin in bad material or poor workmanship, e.g. those resulting from normal wear or improper maintenance as well as chemical influences caused on parts specified by Aquasant Messtechnik AG to be in contact with the medium/products, as sealing materials, synthetic

materials (Teflon, PTFE, FEP, PFA, etc.), enameled parts, glass or metallic materials (stainless steels, zirconium, titanium, tantalum, etc.) as well as by mechanical or electrical non-specified external influences on the measuring systems or resulting from other reasons beyond the control of Aquasant Messtechnik AG.

All cases of breach of contract and the relevant consequences as well as all rights and claims on the part of the customer are exhaustively covered by these general conditions of supply. In no case whatsoever shall the customer be entitled to claim damages other than compensation for costs of remedying defects in the supplies. This in particular refers, but shall not be limited, to loss of orders, loss of profit and other direct or indirect or consequential damage. This exclusion of liability, however, does not apply to unlawful intent or gross negligence on the part of Aquasant Messtechnik AG, but does apply to unlawful intent or gross negligence of persons not employed or appointed by Aquasant Messtechnik AG to perform any of its obligations.

9. Return of supplies

Any supplies ordered and correctly supplied shall only be returnable upon prior written authorization of Aquasant Messtechnik AG and with a reduction in price. Furthermore, the supplies must be of original value, i.e. performance and precision must not be impaired and the surfaces not damaged. Products manufactured to customer's specifications or designed by Aquasant Messtechnik AG as special version are not taken back.

10. Jurisdiction and applicable law

The contract shall be governed by Swiss substantive law, any other agreement /convention related to international sales of goods are expressly excluded.

The only place of venue for Aquasant Messtechnik AG and the customer shall be Liestal – Switzerland. Aquasant Messtechnik AG shall however have the right to sue the customer at its domicile.