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General Terms of delivery and sales.

Ramseier Coatings Technologies AG, CH-4542 Luterbach, Switzerland (herewith called as RKT)

1. General information:

General terms of delivery are an integrated component of each contract between RKT and the customer. Purchasing conditions of the buyer are not binding for RKT unless specifically approved.

2. Offers, orders

RKT's offers are not binding concerning price and delivery time. Verbal agreements are only valid if confirmed in writing. Order confirmation of RKT is the only document which confirms the order of the buyer.

3. Transportation

If the transport is done by RKT we guarantee for a careful handling and organisation. If RKT assigns the transport to third parties then the buyer has to refer to these parties if damage and/or delays will occur. We do not have anymore liabilities in this case.

4. Payment

Any delay of payments can result into break of the business relations. In addition an interest rate of minimum 5% or the commercial bank rates valid at that time will be applied.

5. Delivery stop

If the buyer does not follow his payment obligations despite the reminder or he possesses goods which are not legally obtained then RKT has the right to suspend any additional delivery

6. Retention of title

The delivered goods will remain the property of RKT until completion payment. The same applies for future outstanding liabilities. RKT has the right to enter retention of title at the respective place of residence or registry of the buyer without previously asking for his consent.

7. Technical information

The buyer is obliged to follow the written instructions and information which are mentioned in manuals and information sheets.

8. Delivery terms

8.1 Delivery time starts after the mutual agreed conditions are fulfilled.

8.2 The delivery time will be extended:

- a) If the indications which are needed to comply with the contract are not available in due time or if these indications have been changed by the buyer.



- b) If obstacles arise to which RKT has no influence despite of careful handling regardless at the clients place or at the place of third parties. Such obstacles could be operational disturbances, accidents, labour conflicts, late delivery from the sub-supplier of raw-, half or finished materials or caused through force major.
- c) If the client or third parties are delayed with their works or their contractual obligations especially if the buyer is not complying with the payment methods.

8.3 The non-fulfilment of the delivery terms does not give the right to the buyer for to claim compensation, however, he can retreat from the contract after an additional delay of 90 days.

8.4 Due to delay of delivery or services the client has only the right of compensation according to article 8. In addition the exemptions of liability as per article 10 will be applicable.

9. Guarantee, Liability and faulty parts

9.1 The guarantee lasts 24 months after delivery of the goods – after completion of the works respectively. If an acceptance is agreed upon then the guarantee starts after this acceptance procedure. If a client refuses such an acceptance procedure then the guarantee starts from the time of such an acceptance procedure should have started.

Guarantee can only be demanded by the buyer if the buyer has fulfilled all his contractual obligations especially the obligations of payment. Guarantee expires immediately if the buyer or third parties are making changes or/and repair works on the goods and/or if the buyer does not immediately undertake all possible measures to diminish and reduce the damage. In addition RKT shall get the opportunity to repair the damage.

9.2 RKT is obliged to replace or repair parts and elements which are proven damaged or of mistakes until the end of the guarantee period. Replaced parts will remain property of RKT.

9.3 Exemptions of guarantee and liability are damages of bad materials, faulty construction or bad labour works which cannot be proved to be the mistake of RKT but are the result of natural wear and tear, faulty storage or treatment not following the instruction manual and prescriptions, lazy maintenance, excessive use, faulty and wrong operational means, assembly works not done by RKT as well as other reasons which cannot be blamed to RKT.

9.4 Due to faults whatever on deliveries and services of RKT the buyer has no right of indemnity except as per article 9.2. . In addition the exemptions of liability as per article 10 will be applicable.



10. Exclusions of further liabilities of RKT

All cases of contract infringements and the resulting legal consequences as well as all demands of the buyer towards RKT are settled in this article as final regardless whatever legal reasons may be brought forward. In particular excluded are all requests of the buyer against RKT of indemnity, price reductions, cancellation of the contract or retreatment of the contract. The liability of RKT is limited to the value of its deliveries and achievements. In no case there will be any indemnity of replacement of damages which are not directly connected with the delivery such as production interruptions and consequently losses, loss of orders, loss of profits as well as other indirect occurred losses and damages.

11. Applied jurisdiction

The contract is considered to be under Swiss jurisdiction

12. Place of jurisdiction

Exclusive place of jurisdiction is the domicile of RKT which is CH-Solothurn, Switzerland.

CH-Luterbach, June 2009