

General Conditions of Trade

Scope

These General Conditions of Trade apply to all transactions of SWISSFEEL AG (hereinafter called "SWISSFEEL") with the customer (hereinafter called the "Customer"), even if not mentioned in subsequent contracts for the supply of goods or the provision of services. They also apply if the Customer refers to his own Conditions of Trade, especially when placing an order. Departures from SWISSFEEL's General Conditions of Trade require express written acknowledgement by SWISSFEEL.

Delivery conditions

1. All goods are supplied at the Customer's risk. SWISSFEEL will choose the method, route and packaging of despatch as it sees fit. Supplies will be executed as rapidly as possible. Indications of delivery periods are not binding unless agreed firm in writing. The delivery period is deemed met on readiness for despatch.
2. Supplies of goods will be wholly or partly deferred in case of force majeure (circumstances and events that cannot be prevented with the care of a prudent businessman are regarded as such), measures in connection with industrial disputes, especially strikes and lock-outs, and the occurrence of unforeseen obstacles that lie beyond SWISSFEEL's control, e.g. business interruption or delays in the delivery of essential materials. This also applies if these circumstances and obstacles occur amongst SWISSFEEL's sub-suppliers. The delivery period will be extended in accordance with the duration of such circumstances and events. SWISSFEEL will notify the Customer as soon as possible of the commencement and termination of such circumstances and obstacles in important cases.
3. No descriptions or illustrations on the SWISSFEEL website or in its brochures etc. are binding. Changes in design and shape attributable to an improvement in technology or to legal requirements are reserved during the delivery periods, provided the goods are not significantly altered and the changes are tolerable for the Customer.
4. The Customer is entitled to withdraw from the contract within 14 calendar days following receipt of goods. Withdrawal will be confirmed by returning the goods to the SWISSFEEL despatch centre. Refunding of part of the purchase price presupposes that the goods and their packaging are returned undamaged and unused. On withdrawal by the Customer, SWISSFEEL may charge 25% of the purchase price for expenses incurred on processing the order, without prejudice to recovery of any more extensive loss incurred. Proof of minor damage remains with the Customer. The Customer will bear the cost of a return consignment. On return or despatch back the invoice number/date for the original supplier must be quoted.

Prices and terms

Prices, expenses and carriage for all goods from SWISSFEEL are based on the current price list for the country concerned. The updated version can be inspected on the website (www.swissfeel.com). Unless agreed otherwise, all prices apply ex works excluding freight, customs, import duties and packaging, plus VAT at the legal rate.

All sums invoiced are payable in advance. Exceptions may be made for major orders by agreement with SWISSFEEL. In that case, interest will be charged at 5% if the payment date is exceeded, without prejudice to recovery of loss in excess. On arrears of payment and justified doubt as to the Customer's payment capacity or creditworthiness, SWISSFEEL will be entitled – without prejudice to its other rights – to demand security and advance payments for outstanding deliveries and foreclose on all claims under the business relationship.

Guarantee

The Customer will inspect the goods supplied on receipt for defects and properties, the goods otherwise being regarded as approved. Complaints will be taken into consideration only if lodged in writing within 8 days following receipt of the goods. SWISSFEEL's guarantee is restricted to repair or replacement at its discretion. If SWISSFEEL is unable to remedy a defect subject to guarantee through repairs or replacements, or if further attempts at repairs are unacceptable to the Customer, the latter may seek cancellation of the sale or a reduction in the price. Impugned goods may be returned only with SWISSFEEL's express consent. On hygienic grounds, SWISSFEEL can accept returned goods only if washed.

SWISSFEEL repudiates all liability as far as legally permissible. SWISSFEEL is in particular not liable for indirect loss, such as loss of profit, savings not achieved, consequential loss through defects, etc.

Guidelines for storage life

The maximum storage life of SWISSFEEL products is approx. 36 months. Expert storage in the original packaging at room temperature is a prerequisite. On all accounts keep away from heat, light and humidity.

Washing

Goods supplied by SWISSFEEL may be washed. Reference is made to the current version in each case of the cleaning instructions for this purpose. The washing instructions appear with or on all goods supplied by SWISSFEEL and on the website (www.swissfeel.com).

SWISSFEEL AG

Münstergasse 2 | 8001 Zürich | Tel. +41 (0) 43 344 96 41 | Fax +41 (0) 43 344 96 42
e-mail info@swissfeel.com | www.swissfeel.com
Volksbank Jestetten eG | BLZ 684 915 00 | Steuernummer 09431/22223

Despatch Centre SWISSFEEL

Postfach | 1270 Schaffhausen | Tel. +41 (0) 52 632 31 60 | Fax +41 (0) 52 632 31 90 | swissfeel@apz.ch

Reservation of title

Up to full payment of SWISSFEEL's claims under the business relationship with the Customer, the goods sold remain the property of SWISSFEEL. On conduct contrary to contract by the Customer, especially on arrears of payment, SWISSFEEL will be entitled to recover the goods supplied following a reminder and the Customer undertakes to release them. Enforcement of reservation of title and pledging of the goods supplied by SWISSFEEL are not regarded as cancellation of the contract unless expressly stated. The Customer may neither pledge the goods supplied nor transfer them as security. On pledging or seizure or other disposal by third parties, the Customer will so advise SWISSFEEL without delay and provide all information and documents required to safeguard its rights. The attention of enforcement officers or third parties shall be drawn to SWISSFEEL's reservation of title. If the value of the security exceeds SWISSFEEL's claims by more than 20%, SWISSFEEL will release security at its discretion at the Customer's request.

Escape clause

Should any of the above conditions be or become invalid, the validity of the other provisions will remain unaffected.

Applicable law

Swiss law applies to the contractual relationship between the Customer and SWISSFEEL for all transactions, expressly excluding application of the Vienna Sale of Goods Convention.

Place of jurisdiction

The place of jurisdiction for all disputes arising from the contractual relationship between the Customer and SWISSFEEL is SWISSFEEL's place of registration. SWISSFEEL is entitled to bring actions at the Customer's place of registration. Mandatory jurisdiction is reserved.

Subject to amendments and error.

In your interests and also to your advantage please observe these General Conditions of Trade.

Status: 1 March 2008

SWISSFEEL AG

Münstergasse 2 | 8001 Zürich | Tel. +41 (0) 43 344 96 41 | Fax +41 (0) 43 344 96 42
e-mail info@swissfeel.com | www.swissfeel.com
Volksbank Jestetten eG | BLZ 684 915 00 | Steuernummer 09431/22223

Despatch Centre SWISSFEEL

Postfach | 1270 Schaffhausen | Tel. +41 (0) 52 632 31 60 | Fax +41 (0) 52 632 31 90 | swissfeel@apz.ch