

BLASER SWISSLUBE AG, SWITZERLAND, GENERAL TERMS AND CONDITIONS OF SALE, DELIVERY AND SERVICES

1. General

Unless explicitly otherwise agreed between us and our customer ("Customer") in writing, these terms and conditions as set out herein apply for all our deliveries of products and services ("Deliverables"). The relevant laws and regulations of Switzerland will apply if a subject is not covered by special or general terms and conditions.

In any event, acceptance of the Deliverables shall be deemed as the unconditional acceptance of the present General Terms and Conditions of Sale, Delivery and/or Services.

Any purchasing conditions of the buyer are non-binding to our Deliverables even when we have not expressly protested them.

Without our prior written consent to the contrary, the customer is not allowed to actively and commercially re-sell our products and to give the impression to act as a sales representative, a distributor or the like of Blaser. If the products are purchased for group companies, the applicable foreign trade regulations and trade sanctions must be strictly complied with.

The term "services" shall include both services of our company ("Blaser") and/or any company of the Blaser Group (collectively "Blaser", "us", "we") related to this contract.

2. Order, Prices and Payment

Nature and scope of the Deliverables owed, and the price therefore, are exclusively defined in our written offer accepted by the Customer, or in the Customer's order confirmed in writing by us. Changes and amendments of the scope of performance shall be binding only in written form signed by Blaser.

Unless otherwise noted and to the extent admissible by law, taxes (if any) are not included in the price, and invoices shall be fully payable within 30 days after delivery, i.e. without any deduction.

3. Packaging

Unless otherwise agreed, we invoice for packaging at cost and shall have no obligation to accept returned packaging. Boxes, palettes, etc. are invoiced separately and are credited to the Customer when returned in good and reusable condition at Customer's expense.

4. Shipping, Costs & Tariffs

All increases in rates and fees, such as transportation, insurance costs, customs duties, etc., that are incurred after the signing of the contract will be charged to the Customer, even if we undertook the transportation, the insurance, the payment of customs duties etc. Decreases in rates and fees will be credited to the Customer.

Any delivery of service shall be deemed to be accepted at the payment of the invoice at the latest.

5. Force Majeure

We shall not be in default and not liable for a failure to perform any of our obligations if such failure was due to an impediment beyond our or our contractors, vendors, suppliers or subcontractors control, including but not limited to: acts of God, total or partial destruction of the production plant or site, shortages, conditions of war, mobilization, insurrection or civil disturbance, revolution, acts of government in either their sovereign or contractual capacity, fire, epidemics, quarantine restrictions, unusual severe weather conditions, embargoes or trade restrictions or any other cases which are considered as Force Majeure according to the international practice.

6. Examination and Acceptance of Deliverables

The Deliverables must be examined by the Customer upon their delivery and in any event at the latest before use or processing. Any claims regarding the weight, quantity or nature of the Deliverables shall only be valid if they are notified to us in writing within eight (8) days after receipt or acceptance of services, and if we are granted access to and have examined the Deliverables on the site.

In case the Customer fails to perform such examination, we shall be excused of any liability to the extent permissible by law.

7. Payment Delays

In case the Customer defaults on the payment for Deliverables for whatever reason or becomes insolvent, all payments shall be, regardless of any payment terms to the contrary, due for immediate payment and may be called in by us without delay. In addition, without any obligation to prior notification of the Customer, we shall be entitled to suspend its performance or to terminate the contract with immediate effect. Our rights to claim damages, in particular the cost of collection, and to charge interest on overdue sums is expressly reserved. Also, we shall be entitled to immediately terminate all orders, which have been confirmed to the Customer.

8. Intellectual Property, Licenses and Approvals

All right, title and interest in and to all patents, trademarks, trade secrets, know-how and other intellectual property rights related to the Deliverables or Blaser shall remain solely and exclusively with Blaser. Customer shall not modify, reverse engineer, design around, replicate, or create derivative works based on the Deliverables. Customer shall obtain all necessary import licenses and government approvals and shall comply with all applicable laws, rules and regulations including those that govern or affect the ordering, export, diversion, trade, use, shipment, import, transportation, storage or delivery of the Deliverables.

9. Blaser's Liability

Upon Customer's due notification in writing, Blaser's sole liability and obligation and the Customer's exclusive right and remedy under this limited warranty is the repair or replacement, at Blaser's sole option, of Deliverables not conforming to the product specification and within the limitation set forth below. Blaser shall not have any liability or obligation under this warranty for defects that are not identified within the warranty period.

THIS WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES NOT EXPRESSLY SET FORTH HEREIN, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, NON-INFRINGEMENT AND CONFORMANCE TO THE CUSTOMER'S SPECIFICATIONS. The limited warranty does not apply (i) to consumable materials that are designed to diminish over time, (ii) to damage caused by use with another product, (iii) to damage caused by abnormal or unusual physical or electrical stress or environmental conditions, accident, abuse, misuse, fire, earthquake or other external cause or by negligent or improper handling or operation, (iv) to a Deliverable that has been modified without the written permission of Blaser or (v) if the Deliverable has not been used or maintained in accordance with instructions made available by Blaser.

BLASER'S AGGREGATE LIABILITY TO CUSTOMER (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE) IS LIMITED TO 50% OF THE PURCHASE PRICE AMOUNT PAID FOR THE DELIVERABLES BY THE CUSTOMER.

Where we have replaced the products or remedied the services, to the fullest extent permitted by law, there shall be no further remedies or claims against Blaser. In particular, the Customer has no right to terminate the contract, ask for reduction of price or recover any compensation or damages, such as compensation for any special, actual, consequential, punitive, incidental or indirect damages, or any loss of profit, revenue, business, goodwill, reputation or data based upon our non-performance or breach of any of our obligations, whether based in contract, tort, or otherwise, even if we have been advised of the possibility of such potential loss or damage. THE PARTIES AGREE THAT THESE LIMITATIONS OF LIABILITY ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR BLASER'S SALE OF DELIVERABLES TO CUSTOMER AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES.

The mandatory regulations of the relevant laws and regulations of Product Liability Act and other acts are reserved.

Subject to the applicable laws, oral statements of our personnel shall not be deemed to constitute express of implied representations or warranties by us relating to the specific use of Deliverables and shall in no event be binding upon us.

To the fullest extent permitted by law, we shall not be liable for damages resulting from violation of operating instructions set forth by us or due to improper implementation of the results of the services.

10. Place of performance, Venue and applicable law

Exclusive place of performance shall be Hasle-Rüeggsgau / Switzerland

Exclusive place of jurisdiction for all disputes and proceedings between the parties arising out of or in connection with these Terms and Conditions of Sale, Delivery and/or Services shall be Hasle-Rüeggsgau / Switzerland.

All legal relationships between the Customer and Blaser shall be subject to the laws of Switzerland. The United Nations Convention on Contracts for the International Sale of Goods of 11 April, 1980 (CISG) shall not apply.

11. Sundries

Modifications or amendments to the General Terms and Conditions of Sale, Delivery and/or Services shall be binding only if mutually agreed to by us and the Customer in written form.

These General Terms and Conditions of Sale, Delivery and/or Services, together with our offer, constitute the entire agreement with the Customer and supersede all prior agreements, statements, representations and understandings, whether oral or written, with respect to the subject matter hereof and thereof.