

General conditions of delivery for IMT Masken und Teilungen AG

1. General

- 1.1. The present general delivery conditions apply to all deliveries, work, goods and services of IMT, as long as they are contained in an offer or a confirmation of order.
- 1.2. Deviations, alterations or additional rules, and in particular the general terms and conditions of the client only apply if they have been explicitly confirmed in writing by IMT.
- 1.3. The order or acceptance of deliveries or services counts as an acknowledgement of our delivery conditions.

2. Offer and contract

- 2.1. Offers from IMT are always non-binding unless they contain a term of acceptance.
- 2.2. The delivery contract is only concluded when a written order confirmation is issued.

3. Delivery and transport

- 3.1. Deliveries are made on an ex works basis, Greifensee/ZH (Incoterms 2000).
- 3.2. The order confirmation is decisive for the scope of the delivery.
- 3.3. For duplicate parts IMT retains the right to over- or undersupply up to 10% of the ordered stock.
- 3.4. The client dictates the delivery mode and the transport organisation. The client also has to take out insurance where applicable.

4. Technical documents, samples and prototypes

- 4.1. Prospects and catalogues are non-binding, and merely used for illustration purposes.
- 4.2. IMT retains all rights to technical documents (specifications, production plans and illustrations) and all samples and prototypes supplied by IMT free of charge. These are confidential and are not allowed to be made available to third parties in any way without the written agreement of IMT.

5. Originals, copy templates (masters) and tools

- 5.1. Originals, copy templates (masters) and tools produced by IMT for serial production are to be invoiced proportionally. They remain the property of IMT. IMT guarantees that these are not used for third parties.
- 5.2. IMT guarantees the maintenance of the process capability (storage and maintenance) of copy templates and tools for up to three years from the last order. If there is a requirement to create a new version of a worn out or damaged copy template IMT bears the costs itself in the event of actual fault. After expiry of the 3 years term IMT has no further obligation to maintain records. Original documents, copy templates (masters) and tools can be destroyed without consultation with the client. If an order is placed more than three years after the last delivery, original documents, copy templates and tools can then be re-invoiced.

6. Prices

- 6.1. Prices are valid according to the written order confirmation. All prices are in Swiss francs unless otherwise agreed, are on an ex-works basis and exclude VAT.
- 6.2. All additional costs, such as packaging, freight costs, insurance, taxes, import duties etc. are borne by the client.

7. Payments

- 7.1. Invoices from IMT are payable 30 days net after the date of invoice.
- 7.2. Consequences of default come into effect without a demand on expiry of the agreed payment term. From this point the client is charged default interest of 10% p.a. The right to the cessation of deliveries and services of subsequently concluded contracts (delivery stop) as well as the withdrawal from the aforementioned contracts is reserved.
- 7.3. A settlement of the debts of the client with debts of IMT is invalid.

8. Retention of title

- 8.1. IMT remains the owner of the whole delivery until it has been paid for in full. If additional measures become necessary in order to come to a valid agreement about the retention of title, the client is obliged to sign all necessary documents and documentation at first demand.
- 8.2. If the goods are re-sold before the client has paid for them, then the respective asking price is assigned absolutely to IMT until payment has been made. IMT is permitted to inform the third party about the assignment. The installation of the supplied goods before payment is carried out at the client's risk and makes no difference to the content of the retention of title.

9. Delivery term

- 9.1. The delivery term begins once the contract has been concluded, technical matters have been agreed upon and all official formalities (e.g. export licences etc.) are fulfilled. The delivery term counts as being met if on its expiry the delivery is on site and ready for delivery. IMT strives to meet the agreed delivery terms. However, they are non-binding due to the inherent risks and particularity of glass machining.
- 9.2. The delivery term is suitably extended:
 - 9.2.1. If information which is necessary for the completion of the order is not given to IMT in time or if the client subsequently alters the information.
 - 9.2.2. If obstacles arise which IMT is not able to avoid despite due care, irrespective of whether they were caused by IMT, the client or a third party (e.g. significant breakdowns, accidents, labour conflicts, delayed or missing deliveries of raw materials, delays caused by sub-contractors or other acts of God).
 - 9.2.3. If the client is behind with work or deliveries it is supposed to complete or is defaulting on its contractual obligations, particularly if it has not kept to the payment conditions.
- 9.3. A violation of the delivery terms does not permit the client to claim for compensation, although the client is allowed to withdraw from the contract after the expiry of a suitable extension period of at least 90 days.

10. Delivered material

- 10.1. IMT processes delivered material carefully. IMT does not accept any liability for possible defects to delivered material, for breakage or for damages caused at IMT in production and processing.

11. Guarantee, liability for defects

- 11.1. IMT carries out a final inspection of all components. If further inspections are required, they are to be quoted separately on request and/or order. Additional inspections and measurements are charged separately in the invoice.
- 11.2. The guarantee is valid for 12 months after delivery.
- 11.3. Defects have to be stated in writing within a period of 14 days after receipt of goods. If the client neglects to do so then the delivery is valid as accepted. The acceptance of the delivery has the status of a release for production by the client for further deliveries of the same article with the same index.
- 11.4. In case of legitimate defect claims, goods must be returned to IMT. Before sending goods back the agreement of IMT is required. IMT is obliged, at its own choice, to either replace the returned goods free of charge with new goods which conform to the contract and to send them to the client without delay or to issue a credit note.
- 11.5. IMT only bears the costs for the parts being replaced and on agreement with the client additionally for the transport. The liability for indirect damages, costs of the client's work, disassembly, transport, customs duties and other charges as well as for all other further demands is explicitly ceded as far as is legally permitted.
- 11.6. Claims regarding used, wrongly handled or already assembled components are not accepted.
- 11.7. The client takes on the guarantee for optimal storage of the optical parts. IMT is not liable for damages resulting from inadequate storage. IMT manufactures components according to the customer specification and order. IMT does not accept liability for the suitability or functioning of the components. IMT does not accept partial liability for the end product of the client.

12. Trade mark rights of third parties

- 12.1. IMT completes the production according to the customer specification and order. IMT has no opportunity to check whether components have been ordered which may infringe on the rights of third parties (e.g. patents). The client vouches for the fact that submitted design drawings and specifications do not affect the rights of third parties. The client must hold IMT harmless in rights of recourse.

13. Place of fulfilment, applicable law and place of jurisdiction

- 13.1. The place of fulfilment for deliveries and payments is Greifensee/ZH.
- 13.2. For all disputes resulting from or in connection with this contract Swiss law applies, excluding the UN Convention on the international sale of goods, dated 11.04.1980.
- 13.3. Greifensee/ZH has been agreed as the place of jurisdiction. IMT is however free to call on the responsible court in the country of the client.