



CE 0036



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::General Business Conditions::

#### I. General and scope of application

1. The general terms and conditions of business are based on Swiss law and remain applicable indefinitely, provided that they are acknowledged either expressly or tacitly by the parties. They are an agreed part of all contracts concluded with ChemValve-Schmid AG. Amendments and secondary agreements are valid only if they are confirmed in writing by ChemValve-Schmid AG.
2. The general terms and conditions of business apply to all business relations, even if ChemValve-Schmid AG is aware of conflicting provisions, or of provisions which differ from our own terms and conditions of business, when it effects the delivery. Differing provisions take effect only if they have our specific written confirmation.
3. Should one or more provisions prove to be invalid, the validity of the other provisions shall not be affected. The parties undertake to replace the invalid provision by an effective disposition whose economic success corresponds as closely as possible to those of the invalid provision.
4. On the order confirmation and/or invoice, ChemValve-Schmid AG makes specific reference to the terms and conditions of business. In so far as the customer does not state otherwise on receipt of these documents, the terms and conditions of business shall be deemed to have been tacitly acknowledged.

#### II. Binding nature of offers and services provided

1. All offers, including in particular those contained in catalogues, price lists etc., are made without obligation. Information given by telephone has no longer term validity unless it clearly relates to offers.
2. Offers made in writing, by telephone, in personal discussions, by fax or by e-mail are deemed to be binding and remain valid for a limited period until the 30th day after the date on which they are issued. Services or products requested additionally will likewise be billed additionally.
3. Samples and similar preparatory work requested by the customer shall be invoiced even if the order is not placed.
4. At the latest when the order is placed, the customer must call the attention of ChemValve-Schmid AG to the specifications and standards applicable to the performance of the deliveries and services. All manufactured fittings are compliant with the European Directive on Pressure Vessels 97/23/EC. On delivery, ChemValve-Schmid AG likewise makes detailed reference to the specific standards governing the fittings by means of the enclosed declaration of conformity.

#### III. Order, scope, delivery, transport, transfer of risks

1. By placing an order for goods, the customer makes a binding declaration of his wish to acquire the ordered goods. The terms and conditions of business of ChemValve-Schmid AG shall in all cases be deemed to have been accepted no later than at the time when the order is executed. ChemValve-Schmid AG accepts no liability for incorrect deliveries made on the basis of wrongly placed orders.
2. The scope of delivery shall be determined by the written order confirmation from ChemValve-Schmid AG. In the event of immediate delivery, the invoice also constitutes the order confirmation. Secondary agreements and amendments require the written confirmation of ChemValve-Schmid AG.
3. The delivery lead-times are stated in the order confirmation or in a separate agreement. The delivery date shall be suitably deferred if obstacles that are beyond the control of ChemValve-Schmid AG occur (e.g. natural events, mobilization, war, rebellion, epidemics, accidents and illness, substantial downtimes in the works, industrial conflicts, late or defective deliveries by suppliers and measures taken by the authorities).
4. In the event of other delays, the customer may:
  - I. Impose an appropriate period of grace on ChemValve-Schmid AG for subsequent performance: if ChemValve-Schmid AG still fails to perform by the expiry of this period of grace, the customer may, provided that he makes an immediate declaration, decline subsequent performance or withdraw from the contract.
  - II. Request part-deliveries where possible. This must be agreed without delay.
5. The customer bears the transport costs. In cases where the customer wishes to give special instructions for consignment, these must be made known in good time and any additional costs of packaging and shipping shall be borne by the customer. Complaints in connection with consignment or transport shall be notified without delay to the last carrier by the customer when he receives the deliveries or freight documents.
6. Delivery is made both in Switzerland and in other countries without payment of carriage costs, duties and tax. The benefit and risk are transferred to the customer as soon as the consignment has been handed over to the person responsible for transport, unless otherwise agreed. If the consignment is delayed at the request of the customer or for other reasons for which ChemValve-Schmid AG is not responsible, the risk shall be transferred to the customer at the time originally scheduled for delivery ex-works. From that time onwards, the consignments shall be stored and insured at the cost and risk of the customer.
7. The customer must verify the deliveries and services and notify any deficiencies in writing to ChemValve-Schmid AG within two weeks. If he fails to do so, the deliveries and services shall be deemed to have been accepted. The customer is then required to effect timely payment.
8. For the purpose of repair under guarantee, the products and components must be dispatched to ChemValve-Schmid AG carriage-paid Welschenrohr. If the customer requires repairs to be effected on site, the travel expenses and any overtime must be refunded to ChemValve-Schmid AG. An appropriate credit note to cover the expenditure incurred is to be issued in advance.

#### IV. Prices

1. All prices are net prices and apply ex-works Welschenrohr. They do not include added value and other taxes, levies and charges as well as the costs of packaging, freight, transport, customs clearance, insurance, authorization charges, official documents and other dispatch costs.
2. Price changes in the form of discounts and amendments to the terms of payment shall be valid only if they have been agreed in writing.

#### V. Payment terms and reservation of ownership

1. Payment shall be made within ten days, without discount or rebate, to ChemValve-Schmid AG, save in cases where special payment terms have been agreed in writing. ChemValve-Schmid AG is entitled, at its own discretion, to require advance payment or instalment payments. Part-deliveries will be billed separately in each case and they shall be governed by the payment terms referred to above. Payments may not be reduced or withheld because of complaints or demands which are not accepted. Save where an enforceable ruling is made by the courts, counter-claims require the express written consent of ChemValve-Schmid AG.
2. If the customer fails to respect the agreed payment dates, he shall be required to pay interest on the arrears without a reminder from the agreed due date; this interest shall be charged on the normal conditions applicable at the customer's domicile, subject, however, to a minimum of 4% above the current discount rate of the Swiss National Bank. Claims for compensation of further prejudice are reserved.
3. If the customer is late in making payments or if there are doubts as to his solvency or willingness to pay, ChemValve-Schmid AG may, without prejudice to the rights of ownership, cancel payment dates previously granted or, after setting a reasonable period of grace, withdraw from the contract and require compensation payment for non-performance.
4. The product that has been delivered or placed in storage remains the property of ChemValve-Schmid AG until the purchase price has been paid in full. The customer must treat the goods with due care.

#### VI. Warranty and liability for defects

1. ChemValve-Schmid AG undertakes to exercise proper care and shall deliver products of good quality. It further undertakes to make a careful selection of the employees used, to ensure their proper training and professional working methods and to supervise their work. The warranty period is 24 months. A warranty period is also allowed on spare parts, without however extending the warranty granted on the entire purchased object.
2. The characteristics of the goods shall be determined in principle only by the manufacturer's description of the product. Public statements, claims or advertising of the manufacturer on the other hand do not constitute a contractual description of the characteristics of the goods.
3. If defects are found to exist in the delivered objects, the customer may seek cancellation or reduction or else require goods of the same kind to be supplied as replacements. The provisions of the Swiss Law of Obligations shall apply. Normal commercial or minor differences that are unavoidable for technical reasons in the quality, colour, height, width, finish, weight or design do not constitute grounds for complaint.
4. Defects and faults for which ChemValve-Schmid AG is not responsible are excluded from the warranty; they include normal wear and tear, force majeure, improper use, intervention by the customer or third parties, excessive strain, unsuitable means of operation or extreme environmental influences.
5. If the customer sells on the products, he is responsible for ensuring compliance with domestic and foreign export regulations. If the customer modifies the products that are sold on, he is liable to ChemValve-Schmid AG, the purchaser or third parties for any damage suffered as a result.
6. Claims of the purchaser against ChemValve-Schmid AG, and its servants, on any legal basis whatsoever, in particular on grounds of culpable action, on the occasion of contractual negotiations, for late performance, positive breach of contract and/or unauthorized action, shall be excluded unless they are based on deliberate intent, gross negligence or breach of an essential contractual obligation.

#### VII. Ownership and copyright

1. The vendor reserves his right of ownership and copyright in cost estimates, drawings and other documents; they shall not be disclosed to third parties. The vendor is required to refrain from disclosing any plans marked as confidential by the purchaser, without his consent.
2. The customer has sole liability if, as a result of the performance of his order, rights, in particular the copyright of third parties, are infringed. The customer shall release the vendor from all claims of third parties based on any such breach of rights.

#### VIII. Identification

ChemValve-Schmid AG may display its company name in a suitable manner on the contractual products. The customer may only withhold his consent thereto, if he has an overriding interest in doing so.

#### IX. Place of performance, place of jurisdiction and validity

1. The place of jurisdiction and the place of performance is the head office of ChemValve-Schmid AG in CH-4716 Welschenrohr. ChemValve-Schmid AG may, however, also take action in the court holding jurisdiction at the place where the customer has his registered office.
2. The parties shall endeavour to settle any disputes arising out of the performance of this contract by amicable means.

Welschenrohr, January 2010