
General Business Conditions of LUCOMA AG

(valid as of 30.01.2013)

1 General

1.1

All contracts are subject to these General Business Conditions (GBC). Any deviating or additional conditions are only recognised by LUCOMA AG if they are expressly agreed upon in writing.

Furthermore the conditions of the Swiss Code of Obligations for sales agreements (Art. 184 ff. OR) shall apply as well as other Swiss laws and regulations.

If the legal validity of a provision should be or should become ineffective or there is a gap in these GBC provisions, the legal validity of the remaining provisions shall remain unaffected (severability clause).

1.2

The contract shall be considered concluded on receipt of written confirmation from LUCOMA AG, after which the purchase order is deemed to be accepted (order confirmation). "N.B.: Quotations made by LUCOMA AG which contain no quotation validity are non-binding."

2 Scope of supplies and services

All supplies and services are listed in the order confirmation, including any possible annexes thereto.

3 Drawings, technical documents and price lists

3.1

Brochures, catalogues and price lists shall remain non-binding unless otherwise agreed. Specifications in technical documents are only binding if they are explicitly guaranteed.

3.2

All technical documents including drawings, descriptions, illustrations, dimensional drawings, schematic diagrams and other specifications are only approximations; LUCOMA AG reserves the right to make alterations as they appear necessary. All rights to plans and technical documents are reserved by LUCOMA AG. The buyer acknowledges these rights and shall not make such documents accessible to third parties.

4 Price and payment conditions

4.1

All prices are quoted net and excluding value added tax, ex works excluding packing, shipping costs or other deductions, unless otherwise agreed. All ancillary costs shall be borne by the ordering party. LUCOMA AG reserves the right to make price adjustments should there be a change in the purchase order. Additional work not contained in the contract price shall be invoiced separately.

4.2

Invoices shall be paid as agreed.

If the buyer fails to comply with the agreed payment dates, a default interest amounting to 5% p.a. shall be levied without a reminder being issued with effect from the agreed date on which the payment was due. Starting with the second reminder an additional processing fee of CHF30.- shall be levied per reminder. The right to claim further damages is reserved. If the customer defaults on his payments or if he appears to be insolvent, LUCOMA AG shall be entitled to withdraw from the contract forthwith and demand the return of items delivered.

4.3

Order amounts greater than CHF 50,000.- or EUR 40,000.- shall be mandatorily subject to the following payment conditions: 50% advance payment, 50% according to payment agreement.

At the customer's wish, an advance payment guarantee may be concluded. Any costs incurred therefrom shall be borne by the buyer.

5 Withdrawal

Withdrawal from contracts is only permitted by written consent. LUCOMA AG reserves the right to invoice any incurred costs and expenditure.

6 Retention of title

LUCOMA AG remains the owner of the delivered products until payment has been received in full as specified in the contract. Upon conclusion of the contract and at the buyer's expense, the buyer shall authorise LUCOMA AG to take all the necessary steps together with all the associated formalities in conjunction with the entry of the retention of title in the official register.

The buyer shall keep the delivered items in good condition at his own expense for the duration of the retention of title and shall conclude an insurance against all possible risks said items to the benefit of LUCOMA AG.

7 Delivery period

LUCOMA AG shall endeavour to meet the agreed completion dates. Any claims to damages by the customer arising from non-compliance shall be excluded. The benefits and risk shall pass to the customer at the latest on departure of the deliverables from our factory. Should shipment ex works or ex warehouse be delayed for reasons for which the buyer or his customer is responsible, the risk shall pass to the buyer at the time originally foreseen for the ex works shipment. From this moment on, the shipment shall be stored at the customer's account and risk and, depending on the circumstances, said shipment shall be insured and invoiced accordingly. LUCOMA AG reserves the right to invoice any incurred costs and expenditure to the buyer.

8 Warranty

Immediately on receipt the buyer shall examine the shipment and inform LUCOMA AG of any defects, otherwise the shipment shall be deemed as accepted. The warranty period is 24 months and for replaced and repaired parts 12 months. The warranty shall expire prematurely in case of improper handling or repairs carried out by the buyer or third parties without the assistance of LUCOMA AG. Guaranteed properties only cover those which are designated as such in the product specifications. The order confirmation is decisive in such cases.

9 Exclusion of further liability on the part of the supplier

All cases of contract violations, their legal consequences and all claims made by the buyer, no matter on what legal grounds they are asserted, are covered finally and completely by these terms and conditions. All claims for compensation, reduction in contract price, rescission of the contract or withdrawal from the contract by the buyer shall be excluded unless they are expressly mentioned. All claims by the customer for damages not affecting the delivery item itself, such as loss of production, loss of use, loss of orders, loss of profits or any other claims for indirect or consequential damages shall be excluded in all cases. Any liability for any type of negligence shall be excluded. This shall also apply to agents of LUCOMA AG.

10 Place of jurisdiction

The sole place of jurisdiction shall be the locality of the head offices of LUCOMA AG, LUCOMA AG reserves the right to take action against the buyer at his registered office.