

General Terms and Conditions of Accuratus AG

Version of 07.07.2010

1. Scope

- 1.1. The present general terms and conditions govern the relationship between Accuratus AG and the customer. They constitute an integral part of any contract or order.
- 1.2. The present general terms and conditions shall still apply if the customer uses its own general terms and conditions and these contain conflicting or varying conditions. Such conditions will not be recognised.
- 1.3. Variations from the present general terms and conditions must be made in writing.

2. Conclusion of contract

- 2.1. If the goods ordered are deliverable upon receipt of the order, the contract shall come into being directly with the order.

In the case of large quantities or where desired, the contract shall come into being through our verbal or written confirmation of the order.

- 2.2. We reserve the right to make variations in relation to descriptions, drawings, illustrations and indications of weights and measures contained in our price lists, prospectuses, catalogues and product range.

3. Offers

All offers shall be understood to be without obligation and subject to the possibility of supply by our subcontractors. Offers are further subject to the sale of goods in stock.

4. Dispatch, delivery, delivery dates

- 4.1. Goods are always dispatched at the risk of the consignee.
- 4.2. Delivery dates will be discussed individually. The probable delivery dates indicated are non-binding.
- 4.3. Late deliveries do not confer entitlement to any claim for compensation.

- 4.4. Delays in delivery which are not attributable to Accuratus AG do not entitle the consignee to withdraw from the contract.
- 4.5. In the event of causes and occurrences which do not fall within the sphere of responsibility of Accuratus AG, including, by way of example, force majeure, shortages of raw materials or energy supplies, strikes and/or similar circumstances, we shall be relieved of our obligation to fulfil the contract for the duration and to the extent of the said circumstances. The same shall apply where such circumstances affect our subcontractors.

We shall notify the consignee of such circumstances without delay.

- 4.6. If delivery cannot be made within six months due to the above-mentioned circumstances, both parties shall have the right to withdraw from the contract.

5. Prices and payment

- 5.1. Our prices shall be understood to be in Swiss francs and exclusive of value-added tax, packing, insurance and transport costs, as well as customs charges for deliveries abroad.
- 5.2. In the case of orders received from abroad or from new customers, delivery shall be made only against payment in advance.
- 5.3. Invoices are payable within thirty days net.

6. Surcharge for small quantities and express delivery

In the event of repairs for express delivery, we apply a corresponding express delivery surcharge. In certain exceptional cases, we apply a small quantity surcharge. Any surcharges will be notified to the customer in advance

7. Consignments of samples, sampled offers

- 7.1. If consignments of samples or sampled offers are not returned within 30 days of the date of delivery, they shall be deemed to have been accepted and will be invoiced. The same shall apply if the instruments are damaged or if instruments supplied in sterile packaging are returned by the customer with the packaging opened.
- 7.2. Instruments that we have lent out must be returned cleaned and sterilised. The instruments must be accompanied by a certificate to show that they have been cleaned and sterilised.
- 7.3. The cost and transport risk for returning samples and/or sampled offers shall be borne by the customer.

8. Repairs

- 8.1. Repairs of instruments will be invoiced on the basis of labour cost, plus value-added tax and dispatch costs. Costs for spare parts will be invoiced separately.
- 8.2. Instruments sent in for repair must be cleaned and sterilised. The sterilisation must be confirmed in writing. To this end, an order form for repairs can be downloaded from www accuratus.ch.
- 8.3. At the request of the customer, an estimate will be drawn up. Otherwise, the repair will be carried out directly as per order.

9. Warranty

- 9.1. All Accuratus instruments are manufactured with the utmost care. They satisfy all the criteria of the highest quality level of Accuratus AG. For demonstrable defects of materials or manufacture, we provide the following warranties:
 - Accuratus instruments: 3 years
 - Subtilis product line instruments: 5 years
 - A warranty for third party products is given in so far as the subcontractor's warranty is passed on to us.

Warranty claims of any kind whatsoever shall be excluded in the event of improper use or handling, modifications, defective repairs by third parties or other causes not attributable to us.

- 9.2. Instruments with demonstrable defects of materials or manufacture will be repaired or, at our discretion, replaced as soon as possible.
- 9.3. The warranty period shall begin with the delivery of the order.

10. Retention of title

The goods delivered by us shall remain our property until all claims arising out of the business relationship have been settled. The assertion of the retention of title shall not be deemed withdrawal from the contract.

11. Place of jurisdiction

The place of jurisdiction as well as the place of performance and payment is Berne. The present terms and conditions are subject to Swiss law.