I. General provisions

1. This document is included as an integral part of all contracts concluded with KELLER AG für Druckmesstechnik / Switzerland. The Buyer accepts the terms and conditions as binding by placing an order with KELLER.

2. Deviating individual agreements shall only be valid if they are agreed in writing.

3. The provisions of these T&C shall also apply to legal entities, legal entities under public law and special funds under public law.

4. Conflicting provisions in the Buyer’s general terms and conditions shall only be binding if they have been approved in writing by KELLER.

II. Special provisions

1. Conclusion of the contract

a) The contractual parties shall hereinafter be referred to as the Buyer and Seller, regardless of the legal nature of the contract.

b) The contract must be tendered in writing in order to be valid. Verbal side agreements shall not be deemed valid. Changes to the contract must be confirmed in writing and agreed upon by both the Buyer and KELLER.

c) Orders shall only be deemed accepted upon written confirmation by KELLER. The content of the resulting contract shall be communicated to the Buyer at the latest within one working day (Monday to Friday) and the content of the order shall be determined by the text of the order confirmation.

d) Quotations shall be binding for a period of sixty (60) days unless otherwise agreed in writing.

e) All quotations, illustrations, technical drawings and similar documents shall remain the property of the Seller and may not be passed on or made accessible to third parties without KELLER's written consent.

f) The Buyer accepts responsibility for determining the merchantability and fitness for a particular purpose, including but not limited to, the material of construction. This shall also apply to the selection of suitable materials. The Buyer undertakes to acquaint itself with the possible uses of the products and products.

g) Unless otherwise specified in writing by KELLER, standard industry approximations shall apply to all technical data, materials data, etc. If these data, information and/or knowledge change, KELLER is obligated to inform the Buyer only if, in the opinion of KELLER, the change will affect a quality guarantee.

2. Prices

a) Subject to any provisions to the contrary, all prices shall be net (excl. VAT) and quoted in Swiss francs (CHF). The net price, excluding discounts, shall be quoted for acceptance of goods at the Winterthur site in Switzerland. The prices shall apply ex works (EXW) in accordance with Incoterms 2010. The costs of transport, insurance, customs and handling shall be borne by the Buyer.

b) The transport of all deliveries shall be provided at the expense and risk of the Buyer (see 3d) by a freight forwarding company chosen by KELLER and under KELLER’s standard terms and conditions, unless otherwise agreed in writing.

c) The prices quoted for a certain volume of goods shall only apply if the Buyer commits firmly to ordering the volume cited. This obligation may take place as part of a framework agreement without a clearly defined release quantity or as part of a framework agreement with a clearly defined release quantity. The delivery of the products ordered may – taking into account the minimum volume specified – take place over a maximum period of twelve months. Orders that fail to reach the minimum delivery volume may, at KELLER’s option, be subject to a price adjustment.

d) The minimum order volume is 120.00 Swiss francs (CHF) net. For orders that fall below this minimum order value, a flat fee shall be charged for order processing, as well as for packaging and shipping costs. This contribution to the coverage of costs shall amount to 60.00 Swiss francs (CHF) net.

e) Costs and charges for securities, especially for international businesses (letter of credit, etc.) shall be borne exclusively by the Buyer.

3. Delivery

a) The delivery period shall be stipulated in the written contract. KELLER shall be liable for breach of the delivery contract or late delivery, even after expiry of a period of time specified by the Seller, only in the event of wilful intent, gross negligence or the breach of essential contractual duties. A change to the burden of proof to the detriment of KELLER is not connected with this provision.

b) Any disturbances to KELLER's business operations for which it is not at fault, particularly including workers' strikes and lockouts, as well as cases of force majeure that cause unforeseeable and involuntary events, shall result in a corresponding extension of the delivery period. In such cases, the Buyer shall be entitled to withdraw from the contract only if (1) it sends a written delivery reminder after expiry of the extended delivery period, and (2) KELLER agrees to the delivery reminder and (3) delivery fails to take place within the agreed-upon delivery period.

4. Payment/default by the Buyer

If the Buyer fails to pay the invoiced amount within the time period as stipulated in the contract, it will default without warning. If the Buyer does not pay the invoiced amount within a grace period set by KELLER of no more than 10 days, KELLER, at its option, may announce its withdrawal from the contract; withdrawal from the contract may be threatened upon announcement of the grace period. Unless otherwise agreed in writing, the agreed price shall be payable at the end of the delivery period. KELLER shall bear the risk and expense of the payment process.

5. Warranty and liability

To the extent permitted by law (article 210 IV of the Swiss Code of Obligations), the warranty shall be limited to one (1) year from the date of delivery. KELLER guarantees that the goods will be free of manufacturing and material defects and that they will correspond to the technical specifications confirmed in writing. A change will affect a quality guarantee.

6. Intellectual property and copyright

The technical documentation provided by KELLER is the exclusive property of the same. The delivery of or access to these documents should in no way be interpreted as authorisation to use these rights, which are exclusively reserved to KELLER. This shall also especially apply to the models, drafts, documents, templates and tools developed by KELLER at the Buyer’s request.

7. Severability

If any individual clause of this contract is invalid or if the contract is found to contain an omission, this shall not affect the validity of the remaining clauses. In this event, the invalid clause shall be replaced by another, valid clause that mirrors the parties’ original commercial intent as closely as possible. The same shall apply in the event of an omission.

8. Applicable law, contract language, jurisdiction and data protection

a) These terms and conditions are exclusively subject to Swiss law excluding the UN Convention on Contracts for the International Sale of Goods. The contract language is German. In the event permitted by law, the jurisdiction for all disputes between the parties arising from delivery, performance and payments shall be KELLER’s registered office.

b) Note: We store all data necessary for our business relationship to the extent permitted by the Swiss Data Protection Act (Bundesgesetz über den Datenschutz, DSG).
I. General provisions

1. The present terms and conditions are included as an integral part of all contracts concluded with KELLER Gesellschaft für Druckmesstechnik mbH (hereinafter "KELLER") regarding the sale of goods, unless otherwise agreed in writing.

2. Deviating individual agreements shall only be valid if they are agreed in writing.

3. The provisions of this document shall also apply to legal entities, legal entities under public law and special funds under public law.

4. Conflicting provisions in the Buyer’s general terms and conditions shall only be binding if they have been specifically accepted by writing in KELLER.

II. Special provisions

1. Conclusion of the contract

a) The contractual parties shall hereinafter be referred to as the Buyer and Seller, regardless of the form of the contract.

b) The contract must be tendered in writing in order to be valid. Verbal side agreements shall not be valid. Changes to the contract must be confirmed in writing and agreed upon by both the Buyer and KELLER.

c) Orders shall only be deemed accepted upon written confirmation by KELLER. The content of the resulting contract and the form and content of the job shall be determined by the terms of the order confirmation. The Buyer shall check the order confirmation and immediately notify any objections in writing.

d) Quotes shall be binding for a period of sixty (60) days unless otherwise agreed in writing.

e) All quotes, illustrations, technical drawings and similar documents shall remain the property of the Seller and may not be passed on or made accessible to third parties without KELLER’s written consent.

f) The Buyer accepts responsibility for determining the merchantability and fitness for a particular purpose, including but not limited to, the material of construction. This shall also apply to all other documents, data or materials. The Buyer undertakes to acquaint itself with the possible uses of the goods and products.

g) Goods shall be generally specified in writing by KELLER. Standard industry approximations shall apply to all technical data, material data, etc. If these data, information and/or values change, KELLER is obligated to inform the Buyer only if, in the opinion of KELLER, the result of this change will affect a quality guarantee.

2. Prices

a) Subject to any provisions to the contrary, all prices shall be net (excl. VAT) and quoted in euros (€). The net price, excluding discounts, shall be quoted for acceptance of goods that are not directly intended for the Buyer.

b) The transport of all deliveries shall be provided at the expense and risk of the Buyer (see 3d) by a freight forwarding company chosen by KELLER and under KELLER’s standard terms and conditions, unless otherwise agreed in writing.

c) The prices agreed for a certain volume of goods shall only apply if the Buyer commits firmly to the order volume stipulated. This obligation may take place as part of a framework agreement without a clearly defined release quantity or as part of a framework agreement with a clearly defined release quantity. The delivery of the products ordered may – taking into account the minimum volume indicated – be reduced due to packaging and shipping costs. This contribution to the coverage of costs shall amount to 60.00 euros (€) net.

d) Costs and charges for securities, especially for international business (letter of credit, etc.) shall be borne exclusively by the Buyer.

3. Delivery

a) The delivery period shall be stipulated in the written contract. KELLER shall be liable for breaching the delivery period or late delivery, even after expiry of a period specified by the Seller, only in the event of willful intent, gross negligence or the breach of essential contractual duties. A proof of loss or damage of the delivered items that is submitted to the detriment of KELLER is not connected with this provision.

b) Any disturbances to KELLER’s business operations for which it is not at fault, particularly including workers’ strikes and lockouts, as well as cases of force majeure that cause unforeseeable and involuntary events, shall result in a corresponding extension of the delivery period.

4. Payment/default by the Buyer

a) If the Buyer fails to pay the invoiced amount within the time period stipulated as the contract, it will default without warning. If the Buyer does not pay the invoiced amount within a period of ten (10) days after the due date, KELLER, at its option, may announce its withdrawal from the contract; withdrawal from the contract may be threatened upon announcement of the grace period. Unless otherwise agreed in writing, the agreed price must be paid within thirty (30) days from the due date and receipt of an invoice or similar request for payment, in Swiss francs (CHF), without deductions and free of charge.

b) If payment is late, KELLER shall be entitled to charge late payment interest in accordance with article 288c of the German Civil Code. The Buyer shall have the right to furnish evidence of smaller loss or damage.

c) The Buyer has no option to pay to defaulting payments when recognised or legally established claims are in place.

d) Legal provisions regarding default and breach of contract shall generally apply.

5. Warranty and liability

a) To the extent permitted by law, the warranty shall be limited to one (1) year from the date of delivery. KELLER guarantees that the goods will be free of manufacturing and material defects and that they will correspond to the specifications confirmed in writing.

b) The Buyer shall inspect the goods for any defects immediately after receipt. Obvious defects shall be indicated to KELLER in writing within five (5) working days (Monday to Friday) and hidden defects shall be indicated within five (5) working days of discovery.

c) KELLER makes no guarantee of a specific product lifespan, especially if the products are used in difficult and previously unknown operating conditions. KELLER expressly disclaims all implied warranties of merchantability and/or fitness for a particular purpose. There are no warranties, express or implied, that extend beyond the description herein. The sole and exclusive remedy for any claims against KELLER shall be the warranty described in the contract.

d) The Buyer may request rescission of the contract or a price reduction if a defect is not rectified by KELLER within a period of time as agreed between the Buyer and KELLER, or if KELLER refuses or fails to make a replacement delivery within a period of time as agreed between the Buyer and KELLER. Any action taken with regard to contract rescission or price reduction is predicated on KELLER agreeing that the alleged defect in fact exists.

e) This warranty shall not extend to those damages for which the Buyer is responsible and especially to those damages caused by improper further processing, welding into/onto other components, use outside of that agreed in the specifications and mechanical modifications to the original construction.

f) To the extent permitted by law, the Buyer’s claims for damages and reimbursement of expenses – no matter the legal basis, including claims arising from tortious liability or for damages for defects or consequential damages due to the culpable breach of contractual obligations or for loss of earnings – are excluded.

g) KELLER’s liability under this warranty is limited to replacing or repairing, or issuing a credit note, at KELLER’s option, for any product returned to the factory, transportation charges prepaid, and which is determined by KELLER to be defective.

6. Retention of title/securities

a) The delivered goods shall remain the property of KELLER until all obligations arising from this contract are fulfilled. KELLER AG für Druckmesstechnik

b) The Buyer undertakes to safeguard the property of KELLER accordingly if the delivered goods are not directly intended for the Buyer, but for a third party. The Buyer shall expressly highlight this retention of title.

c) The Buyer shall handle all goods under retention of title with due care. The Buyer shall immediately notify KELLER in the event of a change of address, especially in the event of default of payment. The Buyer shall name the debtors of the sales contract or another third party in writing to KELLER upon expiry of a period specified by KELLER. KELLER shall have the right to collect claims in accordance with sections 684, 706, 823 HGB.

7. Intellectual property and copyright

a) The technical documentation provided by KELLER is the exclusive property of the same.

b) Deliveries shall be made exclusively from KELLER’s location at the expense and risk of the Buyer. All risk shall pass to the Buyer, freight forwarder or carrier upon handover of the products, but no later than the moment the products leave the location or warehouse to the Buyer. Upon default of acceptance by the Buyer, the risk upon readiness to ship shall be transferred, even if the default of acceptance only arises after readiness to ship. If the Buyer makes no specifications, the choice of shipping method shall be determined at the reasonable discretion of KELLER. At the request and expense of the Buyer, the delivery shall be insured against breakage, transport and fire damage.

8. Severability

a) If any individual clause of this contract is invalid or if the contract is found to contain an omission, this shall not affect the validity of the remaining clauses. In this event, the invalid clause shall be replaced by a valid one that mirrors the parties’ original commer-

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c) KELLER makes no guarantee of a specific product lifespan, especially if the products are used in difficult and previously unknown operating conditions. KELLER expressly disclaims all implied warranties of merchantability and/or fitness for a particular purpose. There are no warranties, express or implied, that extend beyond the description herein. The sole and exclusive remedy for any claims against KELLER shall be the warranty described in the contract.

d) The Buyer may request rescission of the contract or a price reduction if a defect is not rectified by KELLER within a period of time as agreed between the Buyer and KELLER, or if KELLER refuses or fails to make a replacement delivery within a period of time as agreed between the Buyer and KELLER. Any action taken with regard to contract rescission or price reduction is predicated on KELLER agreeing that the alleged defect in fact exists.

e) This warranty shall not extend to those damages for which the Buyer is responsible and especially to those damages caused by improper further processing, welding into/onto other components, use outside of that agreed in the specifications and mechanical modifications to the original construction.

f) To the extent permitted by law, the Buyer’s claims for damages and reimbursement of expenses – no matter the legal basis, including claims arising from tortious liability or for damages for defects or consequential damages due to the culpable breach of contractual obligations or for loss of earnings – are excluded.

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8. Severability

a) If any individual clause of this contract is invalid or if the contract is found to contain an omission, this shall not affect the validity of the remaining clauses. In this event, the invalid clause shall be replaced by a valid one that mirrors the parties’ original commer-