

1. General

Until otherwise arranged, in writing, the following conditions are valid.

The terms stated in this Agreement take precedence over any conditions, which may appear on a standard order form of Buyer, and no such contradictory provisions or conditions, if any, of such form, except as expressly stated herein, shall be binding. Notice of objection to any additional or different terms or conditions is hereby given.

2. Price

Our prices are net, ex works factory Wetzikon, Switzerland (EXW = Ex works Incoterms 2000) in EUR unless specified otherwise.

Delivery costs will be charged at cost. We are entitled to make partial deliveries, when necessary, which can be invoiced separately. Packing for normal consignments is included in the price. Wooden crates, pallets, etc. will be charged separately. Wiring diagrams, installation and commissioning are not included in our prices.

The prices do not include tax of any type or custom duties and similar tariffs and fees, which may now or hereafter be applicable to, measured by, or imposed upon or with respect to the transactions described herein, the Products, the sale of the Products, their value, or their use, or any services performed in connection therewith. Buyer agrees to pay or, at Vector Controls option, reimburse Vector Controls for any such taxes and charges which Vector Controls or its subcontractors, suppliers or affiliates are required to pay.

Vector Controls is entitled to change its prices without notice. Quotations remain valid for 3 month from date of quotation unless specified otherwise.

3. Payment

Invoices are payable in EUR according to agreed terms without any deductions. Payment is not affected by the date of receipt.

If, in the judgment of Vector Controls, the financial condition of Buyer, at any time during the manufacturing period or at any time before the applicable Products are shipped to Buyer, does not justify the terms of payment specified, Vector Controls may require full payment in advance.

An interest charge of 2% per month will be included on all overdue payments.

Shipments for new orders and warranty replacements will not be made if payment is overdue.

4. Delivery

We undertake to make every endeavor to adhere to our delivery promise(s), but do not accept cancellation of contract or liability for any direct or indirect losses which may arise, for any reason whatsoever, due to our failure to adhere to such promise(s).

If Vector Controls is late in delivery it is assumed that the Buyer still insists on delivery.

The day of delivery is the day the goods are collected from the factory. In case the goods are not collected on the agreed date, Vector Controls is entitled to invoice the goods and store them on cost and risk of the Buyer.

Vector Controls reserves the right not to supply the products ordered in case they are not available anymore. In such a case Vector Controls will immediately inform the Buyer and refund an already made down payment.

5. Title and Risk

The products shall remain the personal property of Vector Controls until full settlement of all claims existing against the Buyer. The Buyer agrees to perform all acts which may be necessary or appropriate to perfect and assure the retention of title in Vector Controls of all of the Products until such point in time;

Title and risk pass to Buyer according to the agreed terms of delivery (Incoterms 2000).

6. Return of Goods

Standard goods received by the Buyer can be returned if agreed upon with Vector Controls and if goods are still part of the standard sales program, less than 6 month old, unused, in original packaging and in good condition.

There is no obligation for Vector Controls to accept returned goods. A return for custom made products is not possible.

An overhead charge of 10% of the invoice value will be deducted.

Products are to be returned to a previously assigned Vector Controls Factory on the cost of the Buyer.

7. Specifications

The data which were published in Vector Control catalogs, brochures, websites, install sheets or other publications describe the nature and application of the products of Vector Controls, and are not a quality or durability guarantee. The make of the delivered products may differ in material, color or shape from pictures or exhibits.

Vector Controls assumes no responsibility regarding the suitability or fitness of products for a particular purpose. Specifications communicated by Vector Controls are to be regarded as orientation guidelines. Vector Controls reserves the right to change product specifications without notice.

8. Warranty

Vector Controls guarantees that the Delivered products fulfill the specifications outlined in the associated datasheets. Other warranty aspects are excluded to extent permitted by law.

We undertake to replace or repair free of charge, any part or parts of equipment, which may develop defects, caused through faulty material or workmanship within 12 months from the date of invoice.

The consequences of ordinary wear and tear, damage due to negligence or improper use, or other causes beyond our control are excluded from this guarantee.

This guarantee shall be null and void should the Buyer or any other persons:

- Use the products in applications or environments which are not specified in datasheets, especially in areas where failure could lead to loss of life or property;
- Does not follow local rules and regulations or disregards technical specifications and mounting instructions;
- Use the products under special conditions, especially in an environment of aggressive gases or liquids or outside the permissible environmental parameters;
- modify or repair any part of our equipment;
- Store the products not appropriately.

9. Disclaimer

In the event of a breach of this warranty, Vector Controls sole responsibility shall be to furnish a replacement part EXW factory or, at the option of Vector Controls, to repair the defective part. Vector Controls hereby excludes all implied warranties of merchantability and fitness and all other express or implied warranties whatsoever with respect to the products. In no event shall Vector Controls be liable for loss of profit, loss of production, loss of business or goodwill, liability of Buyer or ultimate user to others, increased or uncovered operating or fixed costs, inefficiency, theft or any other consequential or indirect or remote damages in any manner directly, or indirectly, related to design, manufacturing, supply or use of the Products or any other act or failure to act by Vector Controls or its agents or contractors. All products are designed for use ONLY as operating controls. Where an existing control failure would result in personal injury and/or loss of property including property damage, it is the responsibility of the Buyer to add any devices (safety, limit controls) or systems (alarm, supervisory) that protect against, or warn of, control failure.

10. Indemnification

The buyer will fully indemnify Vector Controls on first demand against all third party claims, which they are facing. This also applies to claims under product liability.

11. Damage or Loss in Transit

Vector Controls shall not be liable for failure to perform or for delay in performance due to fire, flood or other natural cause, strike or other labor difficulty, act of any governmental authority or of Dealer or its agents or customers, riot, embargo, car shortage, wrecks or transportation delays or failure, inability to obtain necessary labor, materials, or manufacturing facilities from usual sources or due to any other unforeseen circumstance or cause beyond its reasonable control. In the event of delay in performance due to any such cause, the date of delivery or time for completion shall be postponed by such length of time as may be reasonably necessary to compensate for the delay.

12. Alterations of standard terms

Vector Controls reserves the right to change its terms and conditions of sales at any time without notification.

13. Efficacy in invalid clause

Should one or more provisions of these terms become invalid, the other terms and conditions herein are not affected and continue to be effective.

14. Proper Law and Jurisdiction

This contract is and shall be deemed to have been made in Switzerland, and shall in all respects, be governed by Swiss laws. For any dispute resulting from the implementation and application of this contract, the place of jurisdiction are the courts based in Zürich, Switzerland.