

## General terms and conditions of sale and delivery

### 1. Validity of these Terms and Conditions / Validation of offers by BUSER

Offers, confirmation of orders, execution of orders as well as orders by BUSER have to be in written form and have to be based on these general terms and conditions, as long as offers or confirmation of orders by BUSER do not adhere any amendments.

In case that an execution of order or an order by the Buyer is placed that is covered by its own terms and conditions, but is based on an offer by BUSER which adheres the terms and conditions of BUSER, only the terms and conditions of BUSER are valid. The terms and conditions of the Buyer are valid only if explicitly acknowledged in written form by BUSER.

Offers and/or confirmations of orders are subject to change without notice, unless explicitly declared mandatory by BUSER for a specific period of time.

### 2. Delivery and nature (quality) of goods

The goods have to correspond with the DIN standard EN 14879 – 1.

### 3. Time of delivery

The times of delivery agreed upon are, as far as possible, to be complied with, but are not mandatory. In case of delay, the Buyer is not entitled to cancel the order or make claims of liability.

The risks by force majeure are to be reserved.

### 4. Part – delivery

Deliveries can be split. BUSER has the right to invoice the executed part – delivery immediately.

### 5. Transport and insurance

The dispatch of goods is governed by Incoterms (always actual standard, currently 2000) ex factory (EXW) and unpacked. The dispatch of goods is effected at the risk and on account of the Buyer. An insurance of goods is only effected at the explicit request of the Buyer and on the account of the Buyer.

### 6. Examination and Acceptance of delivery, Notification of defects

The Buyer shall inspect the Goods immediately upon receipt and shall notify BUSER in written form within 10 days of delivery if the Goods are defective (damaged or do not comply with any of the Contract). The Goods are approved by the Buyer without notification.

### 7. Default in acceptance

In case that the Buyer does not accept the due delivery, BUSER has the right to invoice and to store or deposit the delivery on account and risk of the Buyer.

### 8. Warranty / Guarantee

BUSERS warranty is restricted to the quality of the affixed material in the specification agreed upon and to the proper execution of the coating.

The time of warranty is 12 months and starts with the time of dispatch (delivery) of the goods to the Buyer. An

aberrant time of warranty has to be agreed upon in written form. By means of this warranty, the Buyer gains only the right to have the coating repaired by rejected goods or have the rejected goods recoated; depending on the decision stated by BUSER. Excluded of this warranty are damages caused by normal abrasion, improper handling, use of improper media, apparition of separation of the coating caused by diffusion as well as other causes, BUSER is not to be held responsible for.

In case that the construction to be coated does not comply with the "guidelines of construction" by BUSER and the Buyer demands its coating even after the dissuasion by BUSER, every warranty of BUSER is forfeit.

In case the Buyer did not or not completely inform BUSER about the intended use of the parts to be coated (incl. temperature, chemicals etc. the parts are exposed to in its usage), every warranty of BUSER is forfeit.

BUSER does not take on any implied warranty of fitness for the coating concerning the purpose of usage or the fitness of usage intended by the Buyer.

### 9. Liability

BUSER can not be held responsible for consequential damage nor claims by third parties. Furthermore, the Buyer will not prosecute BUSER for any claims enforced by third parties.

BUSER denies any liability for the coating material when provided by the Buyer or in the case, that the coating material / product to be used was specified by the Buyer.

In the area of the exclusions of warranty according to article 8 every liability is excluded.

### 10. Consulting

Counsel or recommendation by BUSER or its employees is given without responsibility and establish by no means any contractual relationship.

### 11. Certification

For heavy anti-corrosion coatings, the test records are included in the costs. Extraordinary expenditures for further certification will be charged separately.

### 12. Place of performance, place of jurisdiction, application of Law

Place of performance and exclusive place of jurisdiction is Wiler, Canton Bern, Switzerland. BUSER is however legitimated to prosecute the Buyer on its registered office. Applicable Law is solely Swiss Law. The application of the United Nations Convention on Contracts for the international Sale of Goods (CISG) of 11. April 1980 shall be excluded.

This translation has been provided for informational purposes only and has no legal force and effect. The Swiss German version is the only official, complete and exclusive version.