

## General Business Terms

Meister Abrasives Ltd., CH-8450 Andelfingen



abrasives  
**Meister Abrasives**  
Make A Quality Decision  
Switzerland

### 1. General

- a) The General Business Terms specified hereinafter apply for any of our offers, deliveries and services, also for future business relations with customers, unless otherwise explicitly agreed.
- b) Alternative conditions or general business terms of the purchaser are only valid if we have approved them explicitly and in writing.
- c) Should a provision of these General Business Terms be or become ineffective, this shall not alter the rest of the General Business Terms. The parties hereto hereby undertake to replace the ineffective clause by an effective clause coming as close as possible to it in economic result.

### 2. Prices and Conditions of Payments

- a) Unless otherwise agreed, our prices are net, ex-works, without packaging, without transport, without insurance and without tariffs or import- and value added taxes, where applicable.
- b) Unless otherwise agreed, our deliveries and services become due with immediate effect.
- c) In case of delayed payment we reserve the right to immediately stop any further scheduled deliveries and the claiming of delayed delivery by the customer is forfeited.

### 3. Delivery and Delivery Period

- a) Unless otherwise agreed, our goods will be delivered ex warehouse or manufacturing plant (ex-works). The products are carefully packaged and the packaging will be charged to the purchaser at cost.
- b) All delivery times/dates specified in our offers and order confirmations for delivery of the products are estimates only. We shall notify the customer as soon as possible if we anticipate that delivery times/dates will not being met.
- c) Fixed term transactions must be expressly designated as such in our written order confirmation.
- d) The customer can withdraw from the contract, if he has set us a 4-week period of grace with the threat that he will refuse performance when that period expires. The customer shall have no claims on account of late delivery before the mentioned period for subsequent delivery has expired.
- e) Unless otherwise agreed, blanket or call off orders must be fully depleted within 12 months. All open quantities will be delivered and invoiced to the customer after the 12 month deadline expires.
- f) If orders for customer specific items are placed, we reserve the right to provide surplus or short delivery of up to 10% for production reasons, unless otherwise agreed.

### 4. Passage of Risk

The risk of accidental loss or accidental damage to the goods shall pass to the customer upon handover of the goods to the carrier or freight forwarder.

### 5. Reservation of Title

- a) The delivered goods shall remain our property until payment has been received in full. At our request the purchaser shall assist us in taking any measures necessary to protect our title to the product.
- b) The retention of title shall not affect the passing of risk under clause 4.

### 6. Warranty and Liability

- a) Claims for defects expire 1 year after passage of risk of goods. Obvious defects must be notified in writing at the latest within 10 working days after receipt of the goods - otherwise the delivered goods are deemed accepted.
- b) If the products are defective, the purchaser can claim a replacement delivery during the warranty period.
- c) We assume no liability for the suitability of our goods for a use intended by the buyer. Statements and advice provided by our employees with regard to the suitability of our products for an intended use by the buyer do not constitute any warranty claims. A suitability of our goods can only be taken as a basis for the assertion of warranty claims if we have confirmed the suitability of our goods for a certain use intended by the buyer in writing.
- d) We especially do not assume any liability for an incorrect use, storage or handling of our goods and the resultant risks and losses.
- e) We are not liable for indirect or consequential losses including loss of production, loss of profit, loss of image, or other indirect losses. We especially do not assume any liability for the risk of delivery postponement as described under clause 3b.
- f) Our liability (however arising and including any liability for any indirect or consequential loss) shall not under any circumstances exceed 100% of the purchase price for the products to which such liability relates. Any further liability is excluded.
- g) The above liability restrictions are necessary to enable the products to be provided at the price specified in the contract.

### 7. Indemnity

- a) We shall not be liable for any damage to property or personal injury caused by the product after it has been delivered and risk has passed. Especially we are not liable for any damage to products manufactured by the customer.
- b) If a claim for damage is lodged by third parties against us, the customer shall indemnify, defend and hold us harmless.

### 8. Governing Law

- a) All legal relations between us and the customer shall be governed by the laws of Switzerland.
- b) Application of the United Nations Convention on Contracts for the International Sales of Goods (CISG) is explicitly excluded.

### 9. Jurisdiction and Place of Performance

- a) The place of performance and jurisdiction for all claims arising from the contractual relationship shall be CH-8450 Andelfingen, Switzerland.
- b) We shall at our option also be entitled to pursue the customer at his general place of jurisdiction.