

1. GENERAL

1.1. These General Conditions of Sales and Delivery of RCM Engineering GmbH, Zürich (here in after called "RCM") shall apply to all sales agreements entered into with Customers for all goods sold by RCM. Any conditions stipulated by the customer which are in contradiction to these General Conditions shall only be valid if expressly accepted by RCM

2. CONCLUSION OF THE CONTRACT

2.1. The contract shall be deemed to have been entered into upon receipt of written confirmation stating that RCM has accepted the order. RCM reserves the right to reject purchase orders without indicating the reasons therefore.

3. SCOPE OF SUPPLIES

3.1. The supplies are specified in the order Confirmation. Any material and services, which are not included therein, shall be additionally charged.
3.2. RCM shall be entitled to make any changes, as long as they lead to improvements in quality or performance.

4. PRICES

4.1. Goods sold by RCM shall be priced according to the price lists valid at time of receipt of the order
4.2. Unless otherwise agreed upon, all prices shall be deemed to be net ex works, in Euro
4.3. All cost for sea freight- and airfreight- packing, freight, insurance, duties, export, transit and import duties; permits and other certificates; as well as cost for installation, imitation and maintenance shall be borne by Customer.
4.4. RCM reserves itself the right to change the prices at any time with exchange rate fluctuations over 3%. The current rate is valid when ordering.
4.5. Reservations remain according to for price adjustments unexpected complications, partial changes after order, auxiliary orders, changes of order, etc.. Later by the customer caused dividing or materials alterations, which leads to changes at the machine and to further attempts on the part of the order taker, is charged for to the customer separately, to current hour beginnings plus material costs.

5. DELIVERIES TO FOREIGN MARKETS

5.1. Start-up and training locally, overall per day 640.- €
5.2. Cost for repair 86.- € / h
5.3. Technical training / Services per minute 0.97.- €
5.4. Price costs: with passenger car 0,48 € per driven km + 62.- € / h
5.5. Price costs: with airplane after ticket costs.
5.6. Hotel costs after vouchers

6. TERMS OF PAYMENT

6.1. Calculations of RCM at customers in Europe are, if nothing different one was agreed upon, in Euro payable 40% net during placing of order, 20% net with stock availability and 20% net within 20 days after distribution.
6.2. Payments by customers domiciled in Europe as far as no other terms have been agreed upon, shall be made within 20 days from date of invoice.
6.3. Payments by customers domiciled outside Europe, as far as no other terms have been agreed upon, shall be made by irrevocable letter of credit granted by a well-known reputable bank. Ordered goods shall only be delivered upon receipt of the written confirmation from the bank. All banker's charges and expenses in and outside of the country are on opener's account.
6.4. Payments shall be made by the customer to the registered address of RCM without any deduction for cash discount, expenses. Taxes or duties of any kind.
6.5. In case of delay in payment RCM is entitled to charge a default interest of 6 % p.a RCM shall have the right without prejudice to any other rights to withhold delivery of open purchase orders or to accept new orders against pre-payment or other securities.
6.6. Customer is neither entitled to partial payment nor to offset against counterclaims. Customer shall not have the right to withhold payment in case of complaints.
6.7. Bank account: Sparkasse Hochrhein, DE-79761 Waldshut-Tiengen, Deutschland

Account No.: 77018422

IBAN: DE78 6845 2290 0077 0184 22

BIC: SKHRDE6WXXX

BLZ: 68452290

7. PROPRIETARY RIGHT

7.1. RCM shall retain ownership of the products supplied until full payment has been received. The customer shall take all necessary measures for the protection of the proprietary of RCM, and to insure against theft, fire, water and other risks.

8. DELIVERY TIME

8.1. The delivery time shall start as soon as the order has been entered into and all technical and commercial points have been settled.
8.2. The delivery time shall be reasonably extended: - if agreed terms of payment are not met, letters of credit are opened too late, or the necessary import licenses are not received by RCM on time. - if hindrances occur which RCM cannot prevent despite using the required care. Such hindrances include, but shall not be limited to, epidemics, mobilisation, war, revolutions, serious breakdown in the works, late or deficient delivery by subcontractors of raw material semi finished or finished products, natural catastrophes.
8.3. There shall be no return of goods but in exceptional cases and subject to a written agreement.

9. DELAY IN DELIVERY

9.1. In case of a failure of RCM to keep a delivery time, which was confirmed in writing, the Customer shall be entitled to claim liquidation damages for delayed delivery, on condition, that the delay has been caused by a fault of RCM. Customer shall be obliged to prove that a loss has been suffered as a result of such delay. If substitute material can be supplied to the Customer, the latter is not entitled anymore to any liquidation damages for delay.
9.2. Damages for delayed delivery shall be fixed ½ % for every full week's delay and shall in no case whatsoever exceed 5 % of the contract price of the part of the supplies in delay. No liquidation damages at all shall be due for the first two weeks of delay.

10. FORWARDING, TRANSPORT AND INSURANCE

10.1. Transport shall be at the customer's expense and risk. Complaints in respect of transport shall be submitted immediately by the customer to the last carrier on receipt of the products or the shipping documents.
10.2. Insurance against risk of any kind is the responsibility of the customer. Can be organized by RCM.

11. INSPECTION AND TAKING-OVER OF THE SUPPLIES

11.1. The customer shall inspect the supplied products within 10 days after having received them and shall immediately notify RCM in writing of any deficiencies. If the customer fails in doing so, the products shall be deemed to have been taken over.

12. WARRANTY AND DISCLAIMER

12.1. RCM hereby warrants that the product delivered will be free from defects in material and workmanship.
12.2. The warranty shall valid for 1 (one) year after the delivery. In a one shift operation (8h per day) or 6 months with multi-shift operation. Excluded wearing parts are direct such as Sonotroden, knives, etc. as well as all parts with the ultrasonic in contact.
12.3. Work temperature with applications of ultrasonics. The standard attitudes take place with 20°C. The work temperature is to lie in the use between 15° and 45°
12.4. The sound emission values are with the ultrasonic without acoustic enclosure over 85 decibel. The control person should carry a protection of the ears. The sound pressure level is starting from a distance of 3 meter under 84 decibel. With the special acoustic enclosure, U-03688 the sound pressure level is max. 81 decibel and a protection of the ears is not necessary.
12.5. Goods or parts of goods proven to be defective shall, at RCM or its designee's option, be repaired or exchanged.
12.6. The warranty expires prematurely, if the customer or a third party without previous confirmation or approval by RCM undertakes inappropriate modifications or repairs or if the customer, in case of a defect, does not immediately take all appropriate steps to mitigate the damage and give to RCM the possibility of remedying such defect.
12.7. With respect to any defective material, design or workmanship, the customer shall not be entitled to any rights and claims other than those expressly stipulated in article 12.2 and 12.5
12.8. Not mentioned claims for compensation, for reduction, for termination and for withdrawal of the contract are excluded. RCM shall not be liable for any direct, indirect, consequential or incidental damages, including damages for loss of business, information, loss of profits, production interruption and the like, subject to the compelling product liability law.

13. GOVERNING LAW

13.1. The present contract shall be governed in all respects by Swiss Law.
13.2. Devices of RCM correspond the European Union to machine guidelines 89/392

14. JURISDICTION

14.1. The place of jurisdiction for any disputes shall be at the registered office of RCM.

15. FINAL PROVISIONS

15.1. RCM shall not acknowledge any General Terms and Conditions of Sale other than these provided herein. Customer hereby expressly waives the application of Customer's own General Terms and Conditions of Sale.
15.2. RCM acceptance of a purchase order shall not be deemed as an acceptance of Customer's General Terms and Conditions of Sale even if such acceptance appears in the purchase order.
15.3. The invalidity of a specific provision of these General Terms and Conditions of Sale shall not affect the validity of the remaining provisions.

Address:

RCM Engineering GmbH

Grubenstrasse 56

8045 Zürich

Switzerland

UID number: MWSt Nr.

CHE-110.180.766