

## GENERAL TERMS AND CONDITIONS.

### **1. General remarks/scope of application**

Business relations between Ulrich AG (hereinafter called "Ulrich") and the purchaser (hereinafter called "Customer") shall be exclusively governed by the following general terms and conditions (hereinafter called "GTC") in the version that is valid at the point in time at which the order is placed. Any conditions deviating from the GTC shall only be applicable if and insofar as they have been confirmed in writing by Ulrich.

The updated and binding version of the GTC is published at [www.ulrich-swiss.ch](http://www.ulrich-swiss.ch). Additionally, a printed version of the GTC is available from Ulrich.

### **2. Conclusion of an agreement**

The offers in the price list/catalog of Ulrich and on the website [www.ulrich-swiss.ch](http://www.ulrich-swiss.ch) are nonbinding. Prices, designs and forms may be subject to modifications to the extent to which they reflect the state of technology at any given time.

### **3. Offer**

Any product descriptions, images, photos, text and media data shall be subject to Ulrich's sole legal right of use. The products listed in the sales documents and on the website [www.ulrich-swiss.ch](http://www.ulrich-swiss.ch) are protected by law. Any reproduction and imitation of such products is prohibited and shall be sanctioned.

### **4. Prices**

All the prices are net prices excluding VAT and packaging and shipping costs.

A small quantity surcharge of CHF 20.00 will be invoiced for small order volumes of up to a value of CHF 100.00.

### **5. Postage and packaging**

Postage and packaging costs of CHF 13.50 shall be invoiced for shipments inside Switzerland with an invoiced amount of CHF 200.00; goods shipments in amounts exceeding CHF 200.00 shall be delivered postage free. Express surcharges shall be invoiced to the Customer. Shipments to resellers shall be subject to a minimum postage of CHF 28.00.

### **6. Payment**

Invoice payments must be paid net within 30 days after the invoice date unless any different agreements have been made in writing.

If subsequent to the conclusion of an agreement, Ulrich is informed that the Customer is unable to guarantee payment within the stipulated deadline, then Ulrich may withdraw from the agreement prior to delivery or demand payment before the goods are shipped.

If the Customer is in arrears or if he has been granted a respite, Ulrich shall be entitled to charge interest at the statutory rate of 5%, as well as default charges; any claims for further losses shall be reserved. Furthermore, Ulrich shall be entitled at its own choice to refrain from making any further shipments without extending the deadline, to demand payment before the shipment of further goods or to withdraw from the agreement.

If goods are exchanged or returned, which shall only be possible with Ulrich's consent, Ulrich shall reserve the right to charge an administrative fee.

## **7. Retention of title**

Any goods ordered shall remain in Ulrich's ownership until they have been completely paid for. Ulrich shall be entitled to make an entry in the relevant retention of title register. Such retention of title shall also extend to goods that are processed further.

## **8. Delivery/notice of defects**

The place of performance shall be St.Gallen.

Force majeure and non-operational influences shall exempt Ulrich from its obligation to make deliveries.

Any delays in delivery shall not entitle the Customer to cancel the order nor to be granted a price reduction nor to be paid damages.

The hazard of accidental destruction shall be incumbent on the Customer as soon as the goods have left Ulrich's premises.

The Customer shall have to check the goods immediately on receipt and notify Ulrich of any defects in writing without delay, describing the exact nature of the defects.

## **9. Warranty**

Ulrich shall undertake and warrant to repair or exchange, at its own option, any goods with manufacturing defects after previous appraisal. The goods shall have to be shipped to Ulrich postage free for such appraisal. Any further claims on the Customer's part to any reduction or cancellation of the purchase shall be excluded unless the repair or replacement delivery has failed.

Any claims for damages and in respect of any consequential losses shall be wholly excluded unless there is evidence that they are due to an intentional and grossly negligent infringement of the agreement by Ulrich.

The guarantee shall not extend to such damage as has been caused by wear and tear or by improper treatment. Ulrich shall not warrant that the goods satisfy the statutory requirements applicable in the Customer's country.

## **10. Samples**

If articles that have been sent to the Customer for selection are not returned within four weeks, Ulrich shall be entitled to invoice them without consulting the Customer.

## **11. Forum and applicable law**

Swiss law shall be applicable. For international transactions, any application of the Convention of Contracts for the International Sales of Goods (CISG) shall be excluded.

The exclusive forum shall be St.Gallen. Ulrich shall reserve the right to assert its rights at the Customer's place of residence/domicile.

V 02/13

### **Ulrich AG**

Mövenstrasse 12  
Postfach  
CH- 9015 St.Gallen

Tel. +41 71 314 62 62  
Fax +41 71 314 62 99

info@ulrich-swiss.ch  
www.ulrich-swiss.ch