



General Terms and Conditions of ILB Helios AG

1. General information

These terms and conditions apply to all supplies of ILB Helios AG ("Supplier"). Different terms and conditions of the customer have validity only if they were accepted by the Supplier expressly and in writing. All agreements and relevant law explanations of the Contracting Parties require written acceptance of both parties for their validity.

2. Offer

Catalogues, price lists and information on electronic media or in Internet are for information only and do not represent an offer. All goods on stock are subject to prior sale. The supply does not correspond to other regulations and standards than those from the Supplier. The validity of the offer is 30 days starting from its issue date.

3. Prices

The prices are net price ex work according to INCOTERMS 2000, without packaging, without any deductions, plus applicable taxes.

4. Terms of payment

The customer shall make the payments net in full, without deduction of discount, taxes, charges, fees and tariffs etc., at the domicile of the Supplier within 30 days from invoice date. The obligation to pay is fulfilled, if at the domicile of the Supplier the full amount of the outstanding were put at the free disposal of the Supplier. If the customer does not pay as contractually required, the Supplier is entitled without issuing a reminder, to levy default interest at the rate of 5% from the due date stated on the invoice, and to set a period of grace for settlement of the payment. If full payment is not made within that period, the Supplier is entitled to hold to the contract or withdraw, and in each of these cases to claim payment of damages from the contract. The customer has no right of set-off.

5. Worsening of clients' financial position

If the client falls into arrears of payment or if other circumstances emerge which, by proper commercial reckoning, indicate a significantly worsened financial situation, the Supplier shall be entitled to require cash in advance or appropriate collateral security, thereby overriding the Supplier's obligation of advance performance.

6. Retention of title

The Supplier remains owner of the supplied goods, until he receives the complete payment in accordance with the contract. The customer is obliged to apply all measures necessary for the protection of the Supplier's property without participating costs for the Supplier.

7. Delivery period

Delivery period begins, as soon as the contract is signed, all necessary official formalities are fulfilled and all order-related documents are available and finalized. The delivery period is kept, if up to its expiration a note about readiness for shipment has been sent to the customer. The delivery period will be reasonable extended, if a delivery delay occurs due to events for which the Supplier is not liable.

In case of a delivery delay, the customer can claim default damages if the Supplier is provably responsible for the delay and the customer can prove damage as a consequence of the delay. If Supplier offers replacement delivery, the customer is not entitled to default compensation.

The default damage amounts to for each full week of the delay 0.25 %, however not more than 2 % of the contract price of the delayed part of delivery. The customer is not entitled to default compensation for the first three weeks of delay. In case of a bigger delay, the customer cannot claim for any other compensation beyond these regulations.

8. Passing of risk and benefit

Transaction costs and responsibilities are regulated in the contract and/or with terms of Incoterms 2000. If delivery is delayed upon request of the customer or for other reasons for which is the Supplier not liable, the customer bears costs and responsibilities from the originally planned ex works delivery date. This regulation applies, if another as the commercial clause specified above and in clause 3 is applicable.

9. Warranty

The Supplier ensures only that the supply does not have defects in material and manufacturing which suspend or substantially reduce its usability for its ordinary use or render it unfit for that purpose. The customer has to inform the Supplier in writing about any defect immediately or latest within eight days after detection.

If the delivery proves to have such defects, the Supplier will, at his option, eliminate the defects or replace defective parts. The liability of the Supplier for defects will expire six months after x works delivery date. Any other compensation beyond these regulations defects in delivery, in particular due to a changing right are not entitled to the customer.

10. Liability

The liability of the Supplier for loss of production, use loss, escaped profit as well as indirect or indirect damage is expressly barred. The liability of the Supplier for any damage from or in connection with the contract is altogether limited to the height of the contract value.

11. Place of delivery

The place of delivery for the Supplier and the customer is the domicile of the Supplier.

12. Venue and applicable right

Exclusive area of jurisdiction for the customer and the Supplier is the domicile of the Supplier. The contract is subordinate to the Swiss material right, under exclusion of the convention of the United Nations about contracts of the international goods purchase from 11 April 1980.