

Sales and Delivery Conditions

September 2009

Purchase order

These conditions of sale and delivery shall apply unless otherwise exceptionally agreed and confirmed in writing for an individual case. Alternative contractual conditions set down by the purchaser shall not be binding on us unless exceptionally agreed to and confirmed in writing by us.

All quotations set out in our offers and price lists shall be understood to be unconditional and shall only become binding on us up to the expiry of the term that we have specified for the acceptance of the contract.

We cannot accept responsibility for any damage or loss to drawings, samples, models, etc. provided by the purchaser with the exception of such damage or loss caused through malice or gross negligence. Any technical documentation and samples produced by us shall remain our property and shall not be reproduced or be made available to a third party. These items, together with the offer shall be treated in confidence. Should an associated order not ensue we reserve the right to request the return of all relevant material.

Prices

Quotations are valid for three months. We reserve the right to take changes in costs expressly into account up to the time of delivery. Unless stated otherwise, all our prices are always quoted as being without packaging, ex-works.

Payment conditions

- a) 30 days from date of invoice without any deduction
- b) Pre-payment

All bank charges abroad shall be absorbed by the purchaser.

Retention of title

The supplier shall remain the property owner of the whole delivery until the payments have been made in full by the customer as set down in the purchase agreement. MBR GmbH shall be empowered by the customer, through the successful conclusion of the contract and at the customer's cost, to record ownership of the goods purchased in official registers, ledgers or similar in cognizance of applicable local law.

Delivery terms

Our information concerning delivery terms is calculated from the date of written confirmation of order or from receipt of pre-payment. Delivery date means date ex works Switzerland.

Transfer of usage and risk

Shipment of the goods shall be at the expense and risk of the purchaser. Said shipment shall be at the expense and risk of whomsoever places the order when we take care of the transport arrangements.

Insurance

Arrangements for any legally required public liability and material insurance in the country of destination for our products shall be the concern of the client. We explicitly cannot accept any responsibility for failure to make the necessary arrangements for such insurance protection.

Checking and acceptance of the delivery

The customer shall promptly check the delivery upon receipt and notify us in writing of any shortcomings within a period of 8 (eight) days. Failure to do so shall be taken to mean that the delivery is accepted.

Guarantee

MBR ultrasonic soldering systems thereof the exhibit constructional or material faults will be repaired/replaced free-of-charge during a period of 1 (one) year reckoned from the date of dispatch from the factory. Should a complaint concerning our products arise for the specified reasons within the guarantee period, they shall be returned to our factory in 8636 Wald/Switzerland where they can be examined. Shipping costs need to be covered by the customer. Our guarantee warranty shall not apply to heater and soldering tips. The warranty is not valid in the case of

- 1- Defect caused by misuse, neglect, accidents or tempering
- 2- Improper repairing by any person not authorized by MBR ELECTRONICS GmbH
- 3- Modification, alteration of any sort.

Liability

We shall only be held liable within the limits of the legally binding requirements for a damage that is not covered by the guarantee conditions. We expressly cannot be held liable for damage in connection with components that were not manufactured in our factory. MBR Electronics GmbH cannot be made reliable for consequential damages on any material or for any production downtime.

Patents / Copyright

The customer is hereby obliged to exonerate us from any claim by a third party arising from an infringement of a patent, registered design or other protected or copyrighted matter.

Location of contractual fulfillment

Wald, Switzerland shall be considered to be the location of contractual fulfillment for both parties for all rights and obligations arising from this legal transaction.

Seat of Justice and applicable law

The legal courts of Wald/Switzerland shall be regarded as the Seat of Justice in the event of any dispute arising from the present contract. Swiss Law shall apply to the legal rights between the parties to the contract.

Acceptance

Unless reported to the contrary within ten (10) days, the above sales and delivery conditions shall be taken as being accepted by the customer.