



# KELLER

**KELLER AG, Switzerland**

## **GENERAL TERMS AND CONDITIONS OF SALE & DELIVERY**

**General:** In as far as no specific terms and conditions of sale have been agreed upon, the terms and conditions stated below will apply to all sales and deliveries. Terms in contradiction to these which are stated on order forms or written orders, as well as different terms quoted by phone or fax will only become valid when confirmed expressly and in writing by KELLER AG.

**Tenders:** Our offers are valid for 60 days as from date of issue.

**Documentation:** The information contained in our documentation, printed matter, data sheets and price lists is without commitment. This information specifies the product but is no guarantee as such.

**Definition of goods and services supplied:** Only the parameters falling within the agreed specifications are subject of the sales contract.

The desired compatibility of our products with other components or instruments and installations remains the sole responsibility of the purchaser and he therefore will have to check the suitability of our products and services independently and at his own risk. If the products of trial or first deliveries show values below the specified parameter, or if the purchaser is making use of non specified qualities of our products, no right can be deducted from these facts; this applies in particular to subsequent orders.

**Prices:** Our prices are quoted net in Swiss Francs and include standard packaging, postage within Europe as well as insurance (cif within Europe). For instruments requiring special packaging, this can be charged additionally at cost. On deliveries subject to VAT (Switzerland & Liechtenstein), this will be posted and charged separately.

**Terms of payment:** Our invoices are due without any deductions and within 30 days of the date of issue of the invoice. Payments are to be effected by non-negotiable check or remittance to our postal or bank accounts. Cash payments at our offices can be accepted under exceptional circumstances only and are limited to a value of CHF 1'000.-.

**Acceptance of orders:** All orders must be validated by our written confirmation or invoice. Orders made verbally become valid only if we make express use of this right.

**Delivery date:** All delivery dates indicated in our tenders or related documents are without commitment. They are stated on the best of our knowledge, assuming normal availability of the necessary supplies and materials and normal conditions. Failure to meet the indicated delivery date or deadline does not entitle the buyer to cancel the order or claim compensation.

In case of a delay of delivery of more than 30 calendar days, the buyer has the right to cancel the order provided however that the delay is not due to an act of God, caused by the buyer himself and also provided an alternative date of delivery could not be agreed upon.

**Transportation:** The goods remain at the risk of the purchaser during transportation. Claims due to loss or delay have to be made when registered with the carrier in charge, while claims due to goods damaged during transportation have to be made immediately after receipt of the shipment again to the carrier involved.

**Title:** The supplier retains the title to the subject of the contract until the purchaser has fulfilled all obligations resulting from the particular contract. The purchaser assumes full responsibility in case of damage to, destruction or loss of goods after delivery.

### **Guarantee:**

- KELLER AG guarantees the faultless manufacturing according to prevailing industry standards of its products.
- The purchaser must check whether the product is suitable for the planned application.
- Sensors, transducers, transmitters and electronic instruments are guaranteed for twelve months from the date of delivery.
- Batteries and accumulators are excluded from this guarantee.
- The guarantee can consist of the repair of the faulty products, their replacement or a credit note, all at the supplier's discretion.
- Replaced parts become the property of the supplier.
- This guarantee is only valid if the recommended ways of transportation, storage and use have been followed.
- In a case which might be covered by the guarantee of the supplier, the buyer will bare the cost of transportation of the products back to the supplier. Provided the guarantee takes effect, the supplier will bare the cost of the new delivery to its original delivery address.
- If goods are returned under guarantee without there being any fault, a charge of CHF 75.- per device can be made for technical checking.

**Claims:** All claims must be made in writing within eight days from receipt of the goods concerned. The supplier has to be informed in writing by registered mail of faults not previously or obviously apparent at the latest eight days after their discovery.

In case of a justified claim the supplier can, at his discretion, either repair or replace the faulty product or issue a credit note; no further compensation will be made.

The purchaser cannot demand specifications which are above those described in our documentation (such as better linearity) and this even if this was the case in previous deliveries.

**Limitation of liability:** The liability of KELLER AG is limited exclusively to the correct functioning of its products according to the agreed specifications. It cannot be extended to a system into which these products might be integrated. Liability for indirect damages, loss of expected profits and other damages is excluded.

**Place of jurisdiction:** The contract is exclusively governed by Swiss law. The place of performance for delivery and payments is Winterthur. The place of jurisdiction is also Winterthur, but we reserve the right to appeal to the courts at the domicile of the purchaser or to any other competent court.

**Acceptance of terms:** Unless notification to the contrary is received within 3 days, the above terms and conditions of sales and delivery are considered to have been accepted by the purchaser.



# KELLER

**KELLER GmbH, Germany**

## **GENERAL CONDITIONS OF SALE**

**Offers:** Unless otherwise agreed in writing, offers are valid 60 days from date of issue. Our prices are based on the Swiss Franc (CHF).

**Orders:** - Acceptation of orders: The minimum amount accepted is equivalent to 125 CHF before VAT. All oral orders must be confirmed in writing. Orders are validated by our Acknowledgement of Order (A.O.) or Invoice. All prices quoted might be subject, by our decision, to a price adjustment at date of supply, if the rate of exchange of the quoted currency to the CHF has changed by more than 3%, according to the rates given by the Swiss bank UBS at date of goods shipment.

- Procedure: Orders are to be transmitted to your usual KELLER office who will forward them to the central office of KELLER (Europe) GmbH, who becomes the final Supplier. KELLER GmbH will issue the A.O., the Invoice, the Delivery Note and is responsible for the production and the delivery. All claims regarding delays and/or defective goods must be addressed to KELLER GmbH.

**Inclusive terms:** for a net weight below 1 Kg, our prices are FCA client's premises in the EC and are inclusive of: - transport costs/ - insurance / - standard packaging (light carton; special packaging is to the charge of the Buyer). In case of urgent/express transport requirement, our prices become ex-works EXW.

**Prices:** A discount of 2% is given for all payments made within 15 days from the Invoice date of issue. All amounts below 250 CHF are to be paid cash at reception of a Pro-Forma Invoice.

**Payments:** Terms are indicated on our A.O and on our invoices 2% interest per month is charged on overdue accounts.

**Dates of shipment:** All dates of shipment are quoted in good faith but without commitment. They are stated to the best of our knowledge, assuming normal supplies of the necessary material and normal conditions. Failure to meet delivery terms or deadlines does not entitle the Buyer to cancel the order or claim for compensation, unless agreed in writing by both parties.

**Title:** All goods or materials supplied by Keller GmbH remain its property until payment is received in full. All such goods and material are at the sole risk of the Buyer and in the event of being damaged, destroyed or lost after delivery, the Supplier is entitled to receive payment in full for the said goods.

**Documentation:** The information given in our documentation, printed matter, data sheets and price lists is without commitment. This information specifies the product but is no guarantee, unless agreed in writing.

**Guarantee:** Except in case of special agreements made in writing, our conditions are as follows:

- sensors, transducers, transmitters and electronic instruments are guaranteed for 12 (twelve) months from the date of delivery. Batteries and accumulators are excluded from this guarantee.
  - we guarantee the good quality of our products and that they are produced according to the highest standards.
  - the User must check that the product is suitable for its use; the guarantee applies only if the recommended conditions of storage and use have been respected by the Buyer.
  - the guarantee covers the repair or replacement of the faulty goods or a credit note, at the Supplier's discretion. Replaced parts become the property of the Supplier.
  - the Goods will be repaired without a formal quotation where the repair cost is not more than 50% of the price of a new product, and the Buyer has not immediately requested a quotation writing.
  - where goods are returned for repair, without being faulty, a charge of the equivalent of 75 CHF for technical checking per device will be made.
- Any other type of claim for non-conforming products is excluded, in particular compensation for direct or indirect loss or damage.

**Complaints:** All claims or dispute must be made in writing to the Supplier within 8 (eight) days from receipt of the goods. Written notice by registered mail must be received within 8 (eight) days of discovering faults not previously apparent.

If the warranty claims are justified, the Supplier is free at his discretion to repair, replace or credit and not further compensation for damages will be made.

The Buyer cannot demand better characteristics to those described in our documentation (for example a better linearity), even if better characteristics have previously been supplied on former deliveries.

**Limitation of responsibility:** Our responsibility concerns the correct function of our products only. It cannot be extended to the whole system in which they are used. Our responsibility is limited to the replacement, repair or reimbursement of the goods we accept as defective or non-conforming, any indirect loss or damage excepted. The claim must be made in writing 8 (eight) days from receipt of the goods.

**Place of jurisdiction/ Applicable law:** The competent court is located in Waldshut-Tiengen. Except for the above conditions, and the complementary conditions of German law, the present contract is ruled by the Convention of Vienna.