

General Terms of Sale and Delivery

Liability

These general terms of sale and delivery are mentioned in all documents and are therefore binding. Differently conditions are only valid if they are confirmed in writing by us. Other applicable documents are publications on our website and all project-related documents.

Contracts

Purchase agreements are only valid if we authorize an order by a plenipotentiary person from PAVO AG.

Sales agreements are valid only if an order is confirmed by us in writing by an order confirmation.

If the customer order is cancelled we can invoice the material so far processed, accrued work and the income expected from the contract.

Prices and terms of payment

Our product and service prices are for delivery ex works (Incoterms 2010; EXW) and include no taxes, transportation costs and customs duties.

Payment made within 30 days after the invoice date without any deductions to be made.

Maximum, the sharing of the bank charges will be accepted (in Europe SEPA).

Other deals to prices, taxes, transportation costs, customs, the bank charges and the terms of payment are set out in writing in the order confirmation and invoice.

Delivery time

The delivery time will be confirmed after complete clean-up of all concerns with the order confirmation. Are not timely delivered information to the execution or by the purchaser subsequently changed, we the delivery period adequately extended.

Events of force majeure which not can be averted despite application of due care by the Contracting Parties, as well as third parties, change the delivery time. This includes also delayed deliveries for raw and semi-finished products by suppliers or governmental actions.

Are there open bills after the agreed payment terms or are credit limits are exceeded or letters of credit are to late be opened so will be changed the delivery period or the delivery will be stopped until the clean-up.

Compensation for delay

Is a delay in delivery is demonstrably caused by us, the buyer can claim compensation for a delay, if a resulted damage is proved. This claim shall not apply if we helped by a replacement delivery. For the first two weeks do not exist a right to a compensation. Starting from third week can per week of delay can be claimed not more than 0.5% of the corresponding position value of the contract. The maximum compensation amounts to 5% of the corresponding position value. For all other delays of deliveries or services, the purchaser is not entitled to a compensation.

Packaging

The packaging material we do calculate the customer at our cost.

Shipping / transport / check / acceptance

The shipping is organized generally by the purchaser. Shipping is always of at the risk of the purchaser. Even if we arrange the shipment, the cost goes to the customer and are mostly invoiced from the freight carrier directly at the customer. Other arrangements are set out in writing in the order confirmation and invoice.

We reserve the right to deliver parts in custom design with a difference of 10% to the order quantity (mostly an over delivery).

The delivered goods are to check immediately. Any complaints are to report us in writing by the buyer within 10 days (two work weeks). After this time, the deliveries are complete and without lacks.

Warranty and liability

The PAVO AG provides products that are free from manufacturing and material defects. Should the products be defective, so the customer can do:

- Require replacement during the warranty period of 24 months from the date of delivery
- Or demand the repair of the defective parts.

Should the lacks be not fixed within reasonable period with a replacement or an elimination of the fault, so the customer can do:

- Demand a reduction of the purchase price fixed by both sides
- Or demand the rescission of the contract.

The guarantee expires prematurely if:

- The customer or third have done modifications or repairs
- The customer, just as he has observed the damage and he hasn't taken immediately all appropriate measures to mitigate the damage
- We do not get an opportunity from the customer to do remedy the deficiency

The following are excluded from the warranty and liability:

- Damages caused by improper or technical in an unusual manner handling during transport, in cargo handling, storage, installation and in using or through acts of vandalism and harmful environmental influences
- Damages caused by exceeding our published limits values
- Damages during Assembly by failure to observe of the installation guidelines published by us or assembly instructions
- Damages, which aren't caused of poor materials, faulty construction, poor workmanship or for all reasons outside of our responsibility.

All violations of contract and their legal consequences as well as all claims of the customer, no matter why they are being, is finally regulated with these terms and conditions. All not expressly mentioned claims for damages, abatement, annulment of the contract, or withdrawal from the contract are excluded. Liability for consequential damages is excluded, as far as the fact do not veto the legal provisions of the product liability.

Reservation of proprietary rights

The delivered goods remain until their complete payment a property of the PAVO AG. The PAVO AG is entitled to have the registration of title in the corresponding registers also with the involvement of the customer.

Drawings

Drawings and technical documents shall remain the property of the PAVO AG. Copies, even in extracts, are prohibited. Forwarding to third parties is permitted only with our express permission.

Court of jurisdiction

Court of jurisdiction and place of fulfilment for both parties is the Court of the city of Aarau (Switzerland). These conditions are subject to Swiss law.