



General Terms of Sale and Delivery

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General Terms

The current General Terms of Sale and Delivery (GTSD) define the rights and duties of Hybrid SA (the Vendor) and its customer (the Buyer) and are applicable in every contract and purchase between these parties for product sales and for services under the restriction of specific terms, amendments or modifications made to the current GTSD by written agreement of the parties in the case of a particular purchase.

With the exception of such derogation negotiated on a case-by-case basis, the current GTSD are meant to govern the relation between the parties in an exclusive and comprehensive manner. As such, they will in no way be superseded or changed in part or in whole by contradictory specifications figuring solely on the documents of the Buyer such as general or specific buying terms which are, in principle, wholly inapplicable to commercial relations between parties concerning products.

Offer

Each offer specifically provides an inseparable package of individual items as detailed in the offer.

All offers and relating documentation are confidential and must not, under any circumstances, be transmitted to a third party.

Excepting other terms of validity explicitly defined in the offer of the Vendor, said offer is firm and irrevocable only for a period of thirty (30) working days from the date of issue. After this deadline, the offer shall not bind the Vendor unless the Vendor expressly communicates otherwise in writing.

Orders and Order Confirmation

The correct and complete name of the product must be on each order.

It is the Buyer's whole and full responsibility to attach to the order any technical specifications that define different product specifications as well as any other information necessary for the provision of services.

Any order addressed to the Vendor is binding only if it complies with the Vendor's final offer.



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Orders of merchandise whose value does not exceed 500 Swiss Francs can be subject to a surcharge for small quantities.

The Vendor will be exonerated of all rights and contractual responsibility if the Buyer has not, in due time, provided the necessary elements to the Vendor for proper execution of the order, or if said Buyer has provided erroneous elements that do not permit the Vendor to execute the order in accordance with what was agreed upon. In this case, the parties will meet and discuss the terms of an amendment to the order so as to remedy the situation and to review the offer.

If, after confirmation of order and in the case of the provision of services, technical problems relating to materials furnished by the Buyer should arise, the Vendor is authorized at all times to reconsider accepting the order.

Price and Terms of Payment

The prices listed on the offers are valid for 30 days and are net and exclusive of taxes. Unless otherwise stated, postage, freight, customs, packaging, insurance and similar costs are the responsibility of the Buyer.

All bills including partial deliveries are payable within 30 days of the invoice date.

In the case of violation of terms of payment, the Vendor reserves the right to withhold deliveries until the Buyer has paid the outstanding invoices.

Prices include specific currency, and the Vendor is entitled to adjust the price in relation to the exchange rate in effect.

Contestation

The Buyer must check the merchandise and services provided within 20 working days after delivery.

If no fault is found and brought to the attention of the Vendor in writing within that period, then the merchandise and services are considered complete and without defect.

All returns accepted and recognized by the Vendor, in the case of a defect or nonconformity of the merchandise or services provided, allow the Buyer to obtain a replacement or a refund of his payment, excluding any other compensation or damages.

Liability and Guarantee

The responsibility of the Vendor is limited to the production and delivery of products that meet the plans and requirements agreed upon between the parties.

The responsibility of the Vendor does not, under any circumstances, extend to the design or definition of components and products, the Buyer otherwise being fully responsible for product approval.

The Buyer is liable for all errors and omissions in the product specifications.

The Vendor is not, under any circumstances, liable for consequential damage or lost profit.

Deficiencies resulting from storage or product use by the Buyer or customers of the latter under abnormal conditions or not in accordance with good practice shall be excluded from all guarantees. Any repairs made to a product without the consent of the Vendor, including a product found to be defective, will result in the loss of any guarantee, and any right of redress against the Vendor.

The responsibilities defined above cover only repair or replacement of services delivered by the Vendor, after the Buyer returns the products deemed faulty and excluding freight, packaging, assembly, disassembly and any additional costs, which remain the responsibility of the Buyer.

As part of the provision of services, the Vendor assumes no responsibility for damage that may occur in products, merchandise, components, and other objects provided by the Buyer.



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Intellectual Property

Ownership of drawings and other documents submitted by the Buyer for consideration or the execution of an order shall be forfeited by said Buyer.

The Vendor retains intellectual and/or industrial property of processes and tools fabricated in relation to the requested work, even if the Buyer is financially responsible for the project.

Delivery Periods

Only delivery times confirmed in writing by the Vendor are authentic.

When it is agreed upon that the Buyer shall validate the manufacturing program, the period shall begin from the time the Vendor is notified of this validation.

The limits may be extended if obstacles arise for which the Vendor is not responsible, such as force majeure, decisions by authorities, natural phenomena, war, problems of exploitation or transportation, strikes, accidents, illness and delayed, defective or incomplete delivery.

A delay in delivery cannot, under any circumstances, justify cancellation of the order and/or penalties or claims for damage and interest lost.

The Vendor is authorized to make partial deliveries and to bill them.

Delivery

Delivery is considered complete when the merchandise leaves the Hybrid SA factory. Transportation risks are the responsibility of the Buyer. (EXW Incoterms 2000).

Unless otherwise agreed upon, the Buyer accepts shipments of a quantity of 10% above or below the quantity ordered. The quantity actually delivered is the quantity charged.

Without specification from the Buyer, the Vendor reserves the right to choose the nature and extent of packaging, transport, insurance and certifications.

Applicable Law and Place of Jurisdiction

These terms and conditions as well as all contracts between the Vendor and the Buyer shall be exclusively subject to Swiss law.

In case of dispute, failing amicable agreement, the jurisdiction is the competent court at the head office of the Vendor.