

General Terms and Conditions of Business

These General Terms and Conditions of Business apply to all business relations between Montech AG and the customer. **Deviations** therefrom and **special agreements** must be **confirmed in writing** by Montech AG.

I. Safety regulations

The goods supplied by Montech AG comply with the requirements of the laws of Switzerland relating to the safety of technical equipment and devices, as well as EC Machinery Directive 89/392.

II. Scope of delivery

The scope of delivery is solely that shown on the Montech AG confirmation of order. Goods or services not mentioned therein will be invoiced separately to the customer.

III. Prices

Unless otherwise agreed, prices are quoted inclusive of packing, carriage and insurance but exclusive of VAT. The price does not include assembly costs at the place of installation. In addition, special deliveries and express deliveries as well as deliveries of items over 3 metres are not included in the price. The minimum order value must be respected.

IV. Terms of payment

Unless otherwise agreed, payment must be effected strictly net, within 30 days of the invoice date, without discount or other deductions, to the domicile of Montech AG. For goods ordered via the online shop, the following conditions shall apply exclusively: payment must be effected strictly net, within 30 days of the invoice date, without discount or other deductions. The online discount cancels out any existing or regular conditions in this respect. Discounts are not cumulative to other discounts.

If the customer fails to comply with the terms of payment, Montech AG reserves the right to charge interest on arrears from the date on which the invoice falls due for payment. Offsetting with counter-claims not recognized by Montech AG is not admissible. In the event of partial deliveries, payment shall be made in proportion to the extent of the partial delivery.

V. Late payments

Following the entry into force of EU Regulation 2000/35/EU, Montech AG reserves the right to automatically charge interest on arrears from the day following the agreed payment date at its rate applicable on that date.

Save where otherwise agreed between the parties, interest on arrears charged by Montech AG is calculated in compliance with that Regulation on the basis of the half-yearly interest rate published by the European Central Bank which is determined by the latter on the basis of the interest rate for the most recent refinancing operation of the European Central Bank on the 1st day of each half-year (e.g. on 18.11.2002: 3.25% - available at www.ecb.int) plus a percentage of 7%.

VI. Right of ownership

Montech AG shall retain the right of **ownership of goods delivered until they have been paid for in full**.

VII. Checking the consignment

The completeness of the delivery must be checked by the customer when the consignment is received. Failing immediate

notification within ten working days of receipt of the goods, the scope of delivery as stated on the delivery note shall be deemed to have been approved.

VIII. Complaints

In the case of defects covered by the guarantee, the customer **must complain in writing within maximum 14 days of their discovery**.

IX. Guarantee

Montech AG guarantees that all goods supplied will function correctly. **However, conveyor belts, shock-absorbers and sensors are not included in this guarantee.**

Also excluded are: damage caused by insufficient maintenance, disregard of the operating instructions, the use of unsuitable equipment, and unsatisfactory work not undertaken by Montech AG.

The guarantee runs for 2 years. It begins on the date of consignment. The customer is entitled to a repair of any defects.

In the absence of the Montech AG type plate on the product, or if the plate has been damaged, all claims under the guarantee will lapse.

In the case of defects covered by the guarantee, Montech AG is authorized to repair or replace at its own discretion parts of the consignment which do not function correctly. If parts which are to be replaced are not held in stock by Montech AG, they will be procured by the latter within the shortest possible manufacturing time.

X. Returns

The following requirements apply to returns:

- Before the return, an **RMA No.** (Retour Material Authorization) must be requested from the Service Center (service@montech.com); this number **must be displayed** in a prominent position on each individual package.
- Correct completion of the return form which must have been obtained beforehand guarantees orderly processing and smooth importation across the Swiss border (UE customer)
- To ensure fast and cost-effective resolution of the problem, a **clear description of the specific fault** is required.
- Binding statements as to the time needed for repair cannot be made. Fixed dates indicated by the customer are not regarded as binding.
- To expedite processing, a non-binding cost estimate/repair **offer which is valid for 2 months is sent to the customer in advance**. The prices indicated in the quotations and order confirmations are binding, errors and technical modifications excepted. 2 months after receiving the cost estimate or the repair offer, the customer shall be given a further 2 months to reach a decision. If the customer fails to communicate his decision within this period, Montech AG will dispose of the goods and invoice the customer for any storage and/or disposal charges incurred.
- The customer is asked to use for all return consignments the original packaging or an equivalent and to enclose all the accessories belonging to the appliance. Failing this, the guarantee claim may lapse.
- If the indicated fault is not possible to reproduce despite detailed tests, the goods about which the complaint was

made will be returned and a handling charge will be made.
Any additional costs will also be invoiced.

XI. Returns without RMA or in the event of incorrect orders

Returns in the event of incorrect orders can only be made with the prior agreement of the Montech AG Service-Center. Montech AG reserves the right to charge a restocking fee of 20% of the order value, however at least 100CHF, 75€ or 100 US. For organizational and technical reasons relating to customs formalities, we cannot process returns forwarded without a RMA No. If Montech AG has to dispose of the goods, the customer will be charged CHF 100, €60 or USD 80 to cover the costs, unless a new order is placed for goods worth the same amount.

XII. Minimum value for orders

The minimum value for orders from Switzerland is 100CHF, for orders from Member States of the European Union 100€ and for all other orders 350€ or 400US\$. If this minimum value is not reached, Montech AG makes an additional order handling charge. In the case of deliveries to Switzerland, this charge is 30CHF, to Member States of the EU 25€; an additional charge of 60€ or 75US\$ will be made for deliveries to all other countries.

XIII. Express surcharge

If a customer requests that a product or service of Montech AG be provided sooner than would be necessary for an acceptable downtime, Montech AG will impose an express surcharge.

XIV. Limitation of liability

Montech AG is not liable for any losses, direct or indirect, suffered by the customer or by any third party which extend beyond the terms of guarantee.

XV. Contractual penalty

No provisions on contractual penalties will be legally enforceable. Should a contract prove impossible to perform because the goods or services ordered are not available, customers will be duly informed.

XVI. Product liability obligation

The customer is required to comply strictly with all warning notices and operating instructions. If the customer establishes the existence of design, manufacturing or instruction faults in respect of Montech AG products or parts thereof, he must notify Montech AG without delay.

XVII. Delivery date

The agreed delivery date is based on the assumption that the conditions foreseen by Montech AG at the time of ordering will continue to prevail.

Delivery goes into abeyance when obstacles are encountered which are outside the intentions of Montech AG, regardless of whether they arise at Montech AG, the customer or a third party. Such obstacles are, for instance, delayed or deficient delivery of the necessary semi-finished or finished goods, serious plant disturbances, labour conflicts, accidents or natural phenomena.

XVIII. Terms of delivery

Montech AG deliver exclusively in accordance with Incoterms 2000 as set out in ICC no. 560.

XIX. Intellectual property

The customer recognizes that the design of the goods supplied and the relevant technical documents are the industrial property of Montech AG.

By purchasing the goods, the customer does not acquire the right to utilize the industrial rights of Montech AG in any way, for example by imitation, preparing own drawings or copying other documents.

XX. Damage during transport

- The customer must check the goods for damage before initialling the delivery papers. If damage during transport is suspected, the goods may only be **accepted or acknowledged subject to reservation**. If manifest damage has occurred during transport, this must be confirmed by the signature of the **carrier and notified to the Montech AG Service Center** (service@montech.com) by the customer without delay and in any case no later than before the expiry of the period of 7 days allowed for complaints. When goods which have been damaged during transport are returned, **a copy of the freight papers must be attached in every case.**

All liability on the part of Montech AG will be excluded under the following circumstances:

- Damage to returns during transport because of inadequate packaging (this also applies if the Montech AG UPS-PICK UP collection service is used).
- Deliberate damage
- If parts which do not belong to the original scope of delivery are sent back without noting them on the return form.

XXI. Service missions

The following requirements apply to service missions:

- If the appointed date for a service mission is delayed, changed or cancelled, Montech AG reserves the right to charge the resulting costs incurred to the customer.
- If the mission is delayed through the fault of the customer, Montech AG reserves the right to charge additional working hours incurred as a result.
- The customer must make sure that the place at which the mission is performed is suitably equipped and prepared for the mission to be performed by the service personnel. If any difficulties are experienced and if special safety provisions and so forth have to be respected at the place of performance, the customer is asked to notify this fact to the Montech AG Service-Center in advance. If the customer fails to do so, Montech AG reserves the right to bill any additional costs incurred as a result to the customer.

Place of performance, applicable law and legal venue

The place of performance is Derendingen in the Swiss canton of Solothurn. Swiss law shall apply. **The legal venue for both parties is Derendingen in the Swiss canton of Solothurn. Montech AG is, however, also entitled to take action against the customer at the latter's domicile.**

Amendments

Amendments to the General Terms and Conditions of Business will be valid only if they are made in writing.

June 2009