

SALES TERMS AND CONDITIONS

1. General Terms and Scope

1.1. Definitions

The "Seller" refers to IAR Group Holding AG headquartered at Henzmannstrasse 8, 4800 Zofingen, Switzerland, including all its international subsidiaries and affiliates.

The "Buyer" refers to the firm, company, or entity purchasing equipment or machinery from the Seller.

1.2. Acceptance of Terms

All sales are subject to these Terms and Conditions. Any offer, acceptance, or acknowledgment by the Buyer signifies acceptance of these terms.

1.3. Contract Formation

The contract is formed upon the Seller's written confirmation of the Buyer's order (Order Confirmation). Any offers without a specified acceptance period are non-binding.

1.4. Amendments and Modifications

Any modifications to these terms must be agreed upon in writing by both parties.

2. Delivery Terms

2.1. Scope of Delivery

The deliveries and services to be provided are conclusively listed in the Order Confirmation. The Seller reserves the right to make improvements that do not increase the agreed price.

2.2. Delivery Dates

Delivery dates are estimates and are contingent upon timely receipt of all necessary information and approvals from the Buyer.

2.3. Risk Transfer

The risk of loss or damage passes to the Buyer upon dispatch from the Seller's premises. If delivery is delayed at the request of the Buyer, the risk transfers when the goods are ready for dispatch.

2.4. Shipping and Insurance

Shipping costs are borne by the Buyer unless otherwise agreed. The Buyer is responsible for insurance from the point of dispatch.

3. Payment Terms

3.1. Payment Structure

Payments are due as follows:

- 60% upon order placement
- 30% upon notification of readiness for dispatch
- 10% upon delivery, or within 60 days after installation if acceptance testing is delayed due to the Buyer's fault.

3.2. Late Payments

Late payments incur interest at the rate of 4% above the 3-month LIBOR rate or the highest rate permissible by law, whichever is greater.

3.3. Retention of Title

The Seller retains title to all goods until full payment is received. The Buyer agrees to cooperate in registering the Seller's retention of title in public registers if required.

4. Warranty and Liability

4.1. Warranty Period

The warranty period is 12 months from the date of delivery or 6 months for multi-shift operations.

4.2. Liability for Defects

The Seller warrants that the goods are free from defects in material and workmanship. The Seller's obligation under this warranty is limited to the repair or replacement of defective parts.

4.3. Exclusions from Liability

The warranty does not cover damages resulting from improper use, lack of maintenance, or modifications by the Buyer.

4.4. Limitation of Liability

The Seller's liability is limited to direct damages. The Seller is not liable for indirect, incidental, or consequential damages, including but not limited to loss of profit, loss of production, or business interruption.

5. Intellectual Property and Confidentiality

5.1. Retention of Rights

The Seller retains all intellectual property rights to designs, plans, and documents provided to the Buyer. These may not be disclosed to third parties or used for any purpose other than the execution of the contract without the Seller's prior written consent.

5.2. Confidential Information

Both parties agree to treat as confidential all information disclosed in connection with the contract and not to disclose it to third parties without prior written consent.

6. Legal Jurisdiction and Governing Law

6.1. Governing Law

This contract shall be governed by and construed in accordance with the substantive laws of the country where the Seller's main office or relevant subsidiary is located. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.

6.2. Jurisdiction

The exclusive place of jurisdiction for all disputes arising out of or in connection with this contract shall be the courts of the country where the Seller's main office or relevant subsidiary is located. The Seller also reserves the right to bring claims at the Buyer's place of business if deemed necessary.

7. Safety and Compliance

7.1. Compliance with Regulations

The Buyer is responsible for ensuring that all equipment complies with applicable safety regulations and for maintaining appropriate safety measures during operation.

7.2. Indemnification

The Buyer agrees to indemnify and hold the Seller harmless from any claims, damages, or losses arising from the Buyer's failure to comply with safety regulations or improper use of the equipment.

8. Miscellaneous

8.1. Assignment

The Buyer may not assign any rights or obligations under this contract without the Seller's prior written consent.

8.2. Severability

If any provision of this contract is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

8.3. Entire Agreement

This document constitutes the entire agreement between the parties and supersedes all prior agreements or understandings, whether written or oral, relating to the subject matter hereof.

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