

## **Terms and Conditions for Spiral AG**

All our sales and deliveries are subject entirely to this provision, unless they are amended or supplemented by written agreement.

Furthermore, the provisions of the Swiss Code of Obligations (Art. 174 et seq.), as well as other Swiss laws and regulations, apply for the purchase contract.

### **Offers**

Our offers are of limited time, either in accordance with legal rules or according to the specific information in the bids themselves. Our offers are confidential and may only be inspected by such persons who are responsible for editing our offers. We reserve the rights of ownership and copyright to all designs.

### **Price and Packaging**

All prices listed on our price lists and brochures are non-binding. The prices apply to factory work, exclusive of all shipping, packaging and insurance costs. Shipments will include charges for packaging, postage, or transport costs. The acceptance and execution of orders can be made with an advanced burdens, tariff increases or strong currency fluctuations, we reserve the right to adjust prices accordingly. In the case of a customer cancelling an order, the handling costs will be billed to the customer.

### **Delivery Time, Fulfillment of Delivery, and Transport Damage**

We will always endeavor to meet our carefully calculated deadlines. However, if there are disruptions in business operations that we are not directly responsible for, including disruptions related to our suppliers, such as labor strikes, lockouts, as well as cases of elevated violence that are based on unforeseen circumstances and involuntary events, the terms will be extended accordingly. Any delivery delays do not entitle a cancellation of the contract nor a claim for compensation. A delivery shall be deemed fulfilled once the goods leave our warehouse, or in the case of direct deliveries, leaves the supplier's warehouse. Shipping and transport risks in all cases shall be borne by the buyer, even if covered freight costs or postage-free delivery of the goods is agreed upon. Packaging is done with the utmost care. However, in case of breakage or damage during transport, the receiver of the goods must immediately inform the shipping company accordingly and inform us of the damage in writing. This applies even if the packaging of the goods has no external damage. Always examine in detail before unpacking payment. During the course of processing an order, if there should be any surcharges, additional fiscal. When possible, transport damages must be immediately communicated directly to the driver, and then to the shipping company.

### **Returned goods and Exchanges**

Making a return can only take place according to our written agreement. The goods must be in perfect condition, in their original state, and in the original packaging. Custom-made goods are not returnable. For this inconvenience, we may make a reasonable deduction from the cost.

### **Payments**

Unless otherwise agreed, the purchaser must pay Spiral AG in full the total outstanding amount within 30 days from the invoice date. If the purchaser does not meet the agreed terms of payment, without any reminder from us on the agreed date, the purchaser shall be liable for an interest rate that is based upon the purchaser's place of residence, but that is at least 5% above the current discount rate of the Swiss National Bank. Any claim for further damages may also be determined.

### **Liability**

Granted entitlements due to obvious defects shall expire if the purchaser does not complain within 10 days after delivery.

Swiss law exclusively applies to any disputes. The jurisdiction is Horgen. Our company will at all times endeavor to amicably resolve any differences with you through a mutual agreement.

May, 2014