

General Conditions of Trade for instruments and calibration

1 General

- 1.1 These General Conditions of Trade (GCT) are valid and legally binding as of 1st January 2011 for any instrument sales and calibration services between any person or entity (hereinafter "Client") and the Physikalisch-Meteorologisches Observatorium Davos/World Radiation Center (PMOD/WRC).
- 1.2 Any agreement is entered by PMOD/WRC on the assumption that the other party to the agreement has read and accepted these General Conditions of Trade.
- 1.3 These General Conditions of Trade are overruling any General Conditions of Clients and are deemed to be in force without specific reference for any number of future and/or consecutive transactions.
- 1.4 The PMOD/WRC General Conditions of Trade are publicly available on the internet at www.pmodwrc.ch/GCT.

2 Contracts

PMOD/WRC's Quotations are non binding. Contracts are in effect after the order of the Client has been confirmed by PMOD/WRC. Any supporting document to the quotation such as drawings, sketches, elaborations of any kind remain the property of PMOD/WRC and are not to be made available to third parties nor may these documents be copied.

3 Price Quotations

- 3.1 Prices are generally quoted in Swiss Francs, ex works Davos and excluding VAT unless otherwise specified in the letter of quotation and are valid for a specified period of time.
- 3.2 Prepayment in full or in part may be demanded from the client.
- 3.3 In case of cost increases due to unforeseen fiscal charges, higher prices for raw materials, additional transport cost, rate-of-exchange variation of more than 2 % or other cost increases PMOD/WRC is notifying the client and reserves the right to adjust the quotation and the order confirmation.
- 3.4 All quotations are net and no discount shall be possible.

4 Ownership (applicable for the sale of instruments)

Until full payment of invoice the Instruments remain the property of PMOD/WRC. If PMOD/WRC is obliged to initiate collection proceedings it is entitled to charge any costs to the client.

5 Contract Obligation

- 5.1 Delivery terms are deemed to be met by PMOD/WRC if the instruments depart in time from the premises of PMOD/WRC or the premises of its subcontractors.
- 5.2 Indications to time of delivery in letters of confirmation are reflecting the actual situation at the time of quotation or letter of confirmation and are not legally binding.
- 5.3 In case of delay, the client allows for a consecutive delivery period equal to the originally agreed period after PMOD/WRC has notified the clients of its inability to deliver on time. After expiration of the consecutive period both parties have the right to cancel the contract without any cost to the other party. In case of calibration orders the client can demand the return of the subject instrument at its own cost.

6 Warranties (on PMOD/WRC products only)

- 6.1 PMOD/WRC warrants these products to be free from defects in material and workmanship for a period of 18 months from date of shipment. This warranty does not cover defects resulting from product modifications by the customer without explicit written consent by PMOD/WRC. This warranty is neither applicable to any software delivered with the product nor to normal wear and tear or damage induced by external events like fire, flooding, earthquake etc.

According to Article 201 of the Swiss Code of Obligations, the Client must examine a purchased product after receipt and immediately inform PMOD/WRC on any defects found. For the purpose of this agreement, "immediately" shall mean 10 days after detection of the defect. Non compliance with this obligation leads to the loss of any warranty claims.

- 6.2 The use of any instrument manufactured or calibrated by PMOD/WRC is at the sole risk of the user.
- 6.3 PMOD/WRC is in no circumstances liable for any instrument whilst not in its proper custody, after unauthorized changes on the instruments or during transport between its premises and the premises of its clients.
- 6.4 After acceptance of defects, PMOD/WRC will in its own discretion replace the defective instrument, repair it or refund already made payments upon return of the defective instrument.
- 6.5 PMOD/WRC are not liable for de-assembly, transport or re-assembly at remote locations.

7 Transport

- 7.1 Incoterms2010 for transport to and from the premises of PMOD/WRC are applied.
- 7.2 Principally the transactions are done on the basis of "FCA Davos Dorf Incoterms 2010 (Free Carrier)" for any shipment leaving PMOD/WRC to its clients whether for Instruments purchased or Instruments calibrated.
- 7.3 Any Shipments of calibration devices to PMOD/WRC shall be effected "DAP, Incoterms 2010" (Delivered at Place Davos Dorf).
- 7.4 PMOD/WRC in principle does not assume any liability for transports. In case a client asks for transport arrangements such arrangements are done at the risk and at the cost of the client.

- 7.5 Instruments are covered by all-risk insurance at goods value whilst in the custody of PMOD/WRC. Clients are requested to take transport insurance according to generally accepted terms. Upon request the client has to supply PMOD/WRC with a copy of the respective insurance-certificate.
- 7.6 PMOD/WRC supplies, against payment, a suitable transport box for deliveries of new instruments and in case of necessity for the transport of calibrated instruments.
- 7.7 In case of damage a survey must be made. The surveyor must be approved by the government and be accepted by the insurance company. A copy of the survey-report shall be transmitted to PMOD/WRC immediately.

8 Terms of Payment

- 8.1 The particular payment terms are reflected in the letter of quotation and the individual letter of confirmation.
- 8.2 Payment delays are subject to an interest charge on the basis of 9 % per annum.
- 8.3 In case of payment delay exceeding the agreed payment terms by 30 days after final reminder PMOD/WRC may cancel the contract and demand the return of the sold instrument at the cost of the client. The information of cancellation and the demand of return become valid 8 days after the respective notification.
- 8.4 Payments are deemed as effected at the date of irrevocable credit of the funds on the account of PMOD/WRC. Instruments remain the property of PMOD/WRC until full payment is received.

9 Applicable Law

- 9.1 Swiss law applies and the court of law is situated at Chur. PMOD/WRC reserves the right to take legal action at the seat of the client or at any other legally qualifying court of law.
These present general conditions of trade shall apply exclusively and, on a subsidiary basis, the provisions of the Swiss code of obligations; the applicability of the Vienna law on sales (CISG) and of conflict-of-law rules (in particular IPRG) which refer to foreign law, shall be excluded.
- 9.2 In case of arbitration the rules and regulations of the international chamber of commerce are applicable.

10 Notification

Any notification pertaining to changes or additions to these General Conditions of Trade shall be in writing only.