

## Terms and Conditions of Sale and Warranty

### I GENERAL

Until otherwise agreed, in writing, the following conditions are valid. The Buyer, as referred into the terms of sale, is a CLA-VAL Europe customer.

### II PRICE

- 1- Our prices are net, ex works and subject to packing and carriage charges. The prices are exclusive of any applicable VAT.
- 2- VAT is charged extra at the rate applicable at the time of invoicing.
- 3- Freight and packaging (wooden crates, pallets etc) will be charged at cost for each shipment.
- 4- Orders with a net value of less than CHF 150 (EUR 100) will be subject to a CHF 150 (EUR 100) handling fee.
- 5- All order modifications made 48 hours after order acknowledgement will be subject to a CHF 150 (EUR 100) handling fee. CLA-VAL Europe reserves to charge additional costs depending on production processing status of the order as well as modification cost consequences on open order.
- 6- No handling fee will be applied to orders placed through the CLA-VAL Europe internet ordering system ([www.cla-val.ch](http://www.cla-val.ch)).
- 7- We reserve the right to make partial deliveries, which can be invoiced separately.
- 8- We reserve the right, if freight was quoted, to charge fuel increase at time of shipment.
- 9- If not quoted, tests, certificates, special documents, legalisation, installation and commissioning are not included in our prices and will be charged according the CLA-VAL Europe IT421 price list.
- 10- Quotation validity 3 months from the date of issue.

### III PAYMENT

- 1- For any national order (territories: Switzerland, France, UK and Ireland) we request 30 days net payment due from the shipment date (or dispatch date) from one of our Euro locations.
- 2- For any national signed framework agreements (territories: Switzerland, France, UK and Ireland) where business volume is granted, payment terms could be adapted but must be approved by the Managing Director in charge of the said CLA-VAL Euro location.
- 3- For any international order CLA-VAL Europe can request, on a case by case basis, a L/C (Letter of Credit) opened with a CLA-VAL Europe approved bank and referring to CLA-VAL Europe L/C standards.
- 4- For day to day international business below EUR 10'000 with established European Distributors we request 30 days net payment due from the shipment date (or dispatch date) from one of our Euro locations.
- 5- For day to day international business below EUR 10'000 with non European Distributors we request maximum 90 days net payment due from the shipment date (or dispatch date) from one of our Euro locations.
- 6- For all new international customers advance payment or Letter of Credit is requested.
- 7- Advanced payment is considered to be 100%.
- 8- CLA-VAL Europe does not accept any liquidated damages, penalties or retention.

### IV TITLE AND RISK

The Buyer becomes owner of the goods as per Incoterms.

The Buyer is responsible for cover against all risks of loss, damage or destruction of goods until full payment has been made to CLA-VAL Europe.

The Buyer shall store and label all goods belonging to CLA-VAL Europe for which payment has not been made so that the goods shall be identified as such.

### V DAMAGE OR LOSS IN TRANSIT

CLA-VAL Europe assumes no liability for damage or loss of shipment. All shipments should be unpacked and examined immediately upon receipt. Any external evidence or loss or damage must be noted on the freight bill or carrier's receipt and signed by the carrier's agent at the time of delivery. Failure to do so will result in the carrier's refusal to honour the claim. Buyer should then notify CLA-VAL Europe with a copy of the freight bill or damage report so that CLA-VAL Europe then can file a claim for loss or damage in transit with the carrier. If damage does not become apparent until shipment is unpacked, customer must make a request for inspection by the carrier's agent and file with the carrier within 15 days after receipt of product and notify CLA-VAL Europe. CLA-VAL Europe is not liable for consequential damages resulting from the installation of damaged product.

### VI DELIVERY

Any dates for delivery, although quoted in good faith, are estimates only and CLA-VAL Europe shall not be liable for any delay in delivery of the goods however caused.

CLA-VAL Europe undertakes to match its delivery estimate but does not accept cancellation of order or liability for any direct or indirect losses which may arise, for any reason whatsoever, from our failure to match to such estimate.

### VII ORDER CANCELLATION

Orders are not subject to cancellation or change in specifications, shipping schedules or other conditions originally agreed upon without CLA-VAL's written consent and then only upon agreement to compensate the CLA-VAL Europe for loss caused by such cancellation or changes.

In the event that the buyer cancels all or parts of an order, once confirmed, the buyer is subject to a 50% cancellation fee of the amount as stipulated in the Order Acknowledgement.

The buyer is obligated to accept and pay for any product build and ordered as non-standard product or solution product.

### VIII RETURN OF GOODS

- 1- Buyer must obtain written approval from CLA-VAL Europe prior returning any material.
- 2- CLA-VAL Europe reserves the right to refuse the return of any product.
- 3- Only goods in original packaging can be accepted. Goods returned must be in condition for resale as new equipment to qualify for credit.
- 4- Products more than **six (6) months** old cannot be returned for credit.
- 5- Specially produced, non-standard models cannot be returned for credit.
- 6- Rubber goods such as diaphragms, discs, o-rings, etc..., cannot be returned for credit.
- 7- Goods authorized for return are subject to a **50% (min. 100 Euro / 150 CHF) restocking charge and a service charge** for inspection, replacement of rubber parts, retesting, repainting and repackaging.

Authorized returned goods must be packaged and shipped prepaid to CLA-VAL Europe - Switzerland.

## Terms and Conditions of Sale and Warranty

### IX WARRANTY

- 1- Automatic valves and controls manufactured by CLA-VAL Europe are warranted for **three (3) years** from date of shipment against manufacturing defects in material and workmanship which develop in the service for which they are designed, provided the products are installed and used in accordance with all applicable instructions and limitations issued by CLA-VAL Europe. Normal wear is not covered by this warranty.
- 2- We will repair or replace defective material, free of charge which is returned to our factory, transportation charges prepaid, provided that after inspection the material is found to have been defective at time of shipment.
- 3- This warranty is expressly conditioned on the Buyer's giving CLA-VAL Europe immediate written notice upon discovery of the defect.
- 4- Electronic components manufactured by CLA-VAL Europe are warranted for **one (1) year** from the date of shipment.
- 5- Rechargeable lead batteries and super capacitors are warranted for **six (6) months** from the date of shipment.
- 6- CLA-VAL Europe warranty does **not cover** dry batteries and rechargeable Li-Ion or Ni-Mh batteries.
- 7- Components used by CLA-VAL Europe, but manufactured by others, are warranted only to the extent of that manufacturer's guarantee.
- 8- This warranty shall not apply if the product has been altered, repaired, adjusted or modified by non CLA-VAL Europe employees or specially CLA-VAL Europe trained technicians, and CLA-VAL Europe shall make no allowance or credit for such repairs or alterations unless authorized in writing by CLA-VAL Europe.
- 9- Repaired, replaced or exchanged product will be warranted for the repair warranty period which comes into effect as of the date the repaired, exchanged or replaced product is shipped by CLA-VAL Europe, or the remainder of the original warranty, whichever is longer.
- 10- Products found to be defective for which warranty is applicable will be replaced or repaired at CLA-VAL's discretion. CLA-VAL Europe is not responsible for charges resulting from the removal and/or replacement of product.
- 11- Before removing a product from the installation we suggest contact an AUTHORIZED CLA-VAL Europe technical support technician.
- 12- The CLA-VAL Europe specialist will work with the field technician to troubleshoot the problem. (Many problems are site-related and can be solved over the phone.)
- 13- New products ordered in an attempt to circumvent the warranty process may not be reimbursed if, upon receipt of a returned product, it is determined that the product defect is actually field related, or product has been returned for cosmetic reasons only.
- 14- Due to vibration in shipping CLA-VAL Europe products, we strongly recommend checking all tubing, fittings and cover bolts prior to system start up.

### X DISCLAIMER OF WARRANTIES & LIMITATION OF LIABILITY

The foregoing warranty is exclusive and in lieu of all other warranties and representations whether expressed, implied, oral or written, including but not limited to, any implied warranties or merchantability or fitness for a particular purpose. All such other warranties and representations are hereby cancelled.

CLA-VAL Europe shall not be liable for any incidental or consequential loss, damage or expense arising directly or indirectly from the use of the product.

CLA-VAL Europe shall not be liable for any damages or charges for labour or expense in making repairs or adjustments to the product. CLA-VAL Europe shall not be liable for any damages or charges sustained in the adaptation or use of its engineering data and services.

No representative of CLA-VAL Europe may change any of the foregoing or assume any additional liability or responsibility in connection with the product.

The liability of CLA-VAL Europe is limited to material replacements, Ex-Works CLA-VAL Europe.

The liability of the CLA-VAL Europe is defined conclusively in section X. Any other buyer claims towards CLA-VAL Europe, irrespective upon which legal basis these are made, especially those concerning price reduction or cancellation, are excluded and expressly dismissed.

### XI FORCE MAJEURE

Neither CLA-VAL Europe nor the Buyer accept liability for damage of any kind if obstacles occur which they are unable to prevent despite all due care, irrespective of whether these occur at the site of CLA-VAL Europe, the Buyer or a third party. Such obstacles as for example, epidemics, mobilization, war, uprisings, serious operational problems, accidents, labour disputes, delayed faulty delivery of the required raw materials, semi-finished finished goods, off-spec rejection of important work piece institutional measures or injunctions, natural hazards or other circumstances which are, to a large extent, not within the scope of control of the CLA-VAL Europe or the Buyer. However, payment may not be retained or delayed for product(s) delivered to Buyer with reference to such circumstances. In such case both parties shall undertake all effective measures, which can be expected of them to prevent damage, or if damage occurs to minimize the scope of this damage as far as possible.

### XII NON-STOCK AND NON-CATALOGUE ITEMS

Products not listed in the current price list or catalogues are considered to be special order items and subject to minimum order quantities, special handling charges, and/or other condition stipulated to us by suppliers. Such items normally are subject to longer delivery times. Special order items may carry cancellation charges once an order is placed and may also be subject to a restricted return policy.

### XIII PROPER LAW AND JURISDICTION

The contract of sale and the respective rights and obligations of the Buyers and CLA-VAL Europe with regard thereto shall be governed by and construed according to the laws of Switzerland. **The jurisdiction place is Lausanne (Switzerland).**

The implementation of the UN agreement on contracts for international sale of goods of 11 April 1980 (Viennese right to purchase) is expressly excluded.