

General terms and conditions

of IGRALUB North America, LLC 1633 Sands Place,
SE Marietta, GA 30067 / USA.

I. General

All our contracts, sales, deliveries and other services, including consultancy services, are fully governed by these General Terms and Conditions, unless they have been modified or amended by written agreements.

II. Offers

Our offers have time limits, either according to legal rules or the specific information in the offers themselves. Our offers are confidential and can only be viewed by persons processing them. We reserve ownership rights and copyright to all drafts.

III. Prices and orders

All price information on price lists and brochures is non-binding. The stated prices are valid for the following payment methods: Cash payment, prepayment by bank/post transfer, COD payment, payment instruction (Internet & postal banking). The prices apply ex production plant, excluding shipping, packaging and insurance. We charge packaging, postage or transport fees for all deliveries. The acceptance and execution of orders can be made dependent on a credit-rating guarantee or pre-payment. If, during order processing, changes arise due to price surcharges, additional taxes, customs increases or drastic currency fluctuations, we reserve the right to adjust the prices accordingly. When orders are cancelled, the customer is charged the costs incurred for our efforts.

IV. Delivery period, fulfilment of delivery, and transport damages

We will always strive to uphold the delivery periods stated and carefully calculated by us. If, however, problems beyond our control occur as part of business operations or at our preliminary suppliers' ends, or in the event of force majeure based on unforeseeable events caused through no fault of our own, the delivery time is extended accordingly. Delivery delays do not entitle order cancellation or the assertion of damages claims. The delivery is considered to have been fulfilled if the item leaves the production plant or, for direct deliveries made by our suppliers, their establishment. In all cases, shipping and transport risks are borne by the purchaser, even if a freight-paid or postage-paid delivery is agreed on. Packaging is always performed with the greatest degree of care. In the event of breakages or transport damage, the item recipient must immediately make a relevant reservation with the transport company and inform us of the damage in writing. This also applies if the item's packaging does not display any external damage.

Always thoroughly check the item before unpacking. Transport damage must be immediately, if possible directly, reported to the driver and then the transport company.

V. Item returns, exchange

Items can only be returned if we have agreed to this in writing. The item must be in flawless, complete condition and in original packaging. Items ordered specially at the customer's request cannot be exchanged. We can charge a suitable fee for our efforts.

VI. Payment conditions and retention of title

Unless otherwise agreed, invoices are payable 30 days net from invoicing date, with no cash discounts. We reserve the right to ask for a different method of payment. Withholding payments and offsetting our claims against counterclaims not recognised by us is not permitted. For all items sold, we reserve the right of ownership under full payment of the purchase price.

VII. Guarantee

No express guarantee is provided beyond the description printed on the products. We exclude any warranty claim relating to saleability or suitability for the specific purpose. As we have no control over the use of our products after sale, we are not liable for secondary or indirect damages. We will, at our discretion, instead either replace the sold products or refund the purchase price in the form of a credit voucher. Any liability expires if the products are modified or changed by the purchaser in any way after delivery. Each user or consumer of our products must check the products' suitability for their specific purpose before use. The user/consumer expressly accepts all risks associated with product use, and bears sole responsibility for any resulting damages.

VIII. Jurisdiction

Swiss law applies exclusively for any disputes. The place of jurisdiction and fulfilment is Zurich. Our company will always strive to settle any differences with its customers amicably.

CH-8008 Zurich, March 2012