

VICI AG International desires to provide its customers with prompt and efficient service. All products and services furnished by VICI AG are sold only on the General Terms and Conditions stated herein.

## 1. ORDERS

Notwithstanding any terms or conditions on customer's order, VICI AG's performance of any contract is expressly made conditional on customer's acceptance of, and agreement to VICI AG's General Terms and Conditions of Sale. Commencement of performance and/or shipment shall be for customer's convenience only and shall not be deemed or construed to be acceptance of customer's terms and conditions, or any of them. By ordering any product or service from VICI AG, the customer accepts VICI's Code of Conduct ([www.vici.ch](http://www.vici.ch)) and the General Terms and Conditions stated herein.

## 2. PRICES AND QUOTATIONS

VICI AG International's prices and quotations are subject to the following:

- a) All published prices are subject to change without notice, and shall be exclusive of transportation, packing, insurance, any kind of taxes, custom fees, duties or other related charges. VICI AG shall try to publish price changes as early as possible.
- b) Invoicing is according to list prices in effect at date of order or according to respective price quotation.
- c) Quotations expire sixty (60) days after date of letter/telefax/e-mail, unless otherwise stated in writing by VICI AG.

## 3. TERMS OF PAYMENT

All payments on approved credit accounts shall be due upon shipment and fulfilled within thirty (30) days from date of invoice without any deduction, unless credit is granted. Partial shipments will be billed as made and payments therefore are subject to terms of payment stated herein. VICI AG reserves the right to define the payment terms of the customer. Standard payment terms are:

- 30 days, net (open account) preferably by bank transfer or credit card (Visa + MasterCard)
- Prepayment for new customers preferably by bank transfer or credit card (Visa + MasterCard)

Date of payment is the clearance date of the receiving Swiss bank of VICI AG.

If the customer delays in the agreed term of payment VICI AG will act as follows:

- Overdue payment for undisputed balances over sixty (60) days:  
All shipments to customer of any product will be on hold till a written statement of payment is received at VICI AG.
- Overdue payment for undisputed balances over ninety (90) days:  
All shipments to customer of any product will be on hold till payment is received, for all open undisputed balances, at VICI AG's bank account.

#### **4. DELIVERY AND TRANSPORT**

All deliveries by VICI AG are Ex Works Schenkon, Switzerland or Ex Works Padova, Italy and all transportation costs shall be at the expense of the customer.

- VICI AG covers a transportation insurance and reserves the right to pass on charges for that to the customer.
- Regular freight expenses, cheapest way or courier service, prepaid by VICI AG and added to the invoice.  
Alternatively on request at customers account with courier service. Air freight expenses collected at destination from customer.
- On demand we may arrange special deliveries.

#### **5. PERFORMANCE, ACCEPTANCE AND WARRANTY**

VICI AG shall make every effort to meet delivery dates, but any such dates are approximations only and VICI AG shall incur no liability for failure to observe them. Customer may, as a sole remedy, cancel its order, and shall have no rights to damages, penalties or otherwise. Each product furnished by VICI AG shall be deemed accepted by customer unless written notice of defect or nonconformity is received by VICI AG within twenty (20) days of receipt of the product at customer's designated receiving address.

VICI AG warrants each of its products sold to be free from defects in material and workmanship for twelve (12) months from date of shipment.

For designated items warranty differs as follows:

Gas generators: 24 months from date of shipment

Gas generators incl. on board air compressor: 8000h of operation or twenty four (24) months from date of shipment (whatever will be reached first).

Gas generator spare parts: twelve (12) months from date of shipment.

VICI AG EXCLUDES AND DISCLAIMS ANY LIABILITY FOR LOST PROFITS, PERSONAL INJURY, INTERRUPTION OF SERVICE, OR FOR CONSEQUENTIAL INCIDENTAL OR SPECIAL DAMAGES ARISING OUT OF, RESULTING FROM, OR RELATING IN ANY MANNER TO THESE GOODS.

Wear parts and damages caused by misuse or abusive applications are not covered by any warranty.

Before any products are returned, authorization from VICI AG must be obtained with instructions as to how and where the goods should be shipped. The return of Goods is defined in the form "Decontamination Report".

Any product returned to VICI AG shall be sent prepaid to Schenkon, Switzerland or Padova, Italy via the transportation method indicated as acceptable by VICI AG.

Returned goods for credit shall be subject to a minimum restocking charge of 10% for stock items and 20% for valves and gas generators based on the invoiced net price which will be deducted from the credit note. In addition a charge for testing and examination may be made, at VICI AG's sole discretion, on any returned product older than three (3) months.

Customized items / special orders cannot be returned unless defective.

For customized and rarely sold items VICI reserves the right to refuse cancellation of orders by customers.

## 6. PLACE OF JURISDICTION

Place of implementation and jurisdiction for both parties shall be Schenkon, and be subject to Swiss law. Subject to change on short notice.

Schenkon, February 1988.

Revision: 6/95, 3/99, 8/99, 5/05, 8/16