

General Terms of Delivery and Payment

10/05

Unless otherwise agreed upon in writing, TEXTTEST's deliveries are subject to the following general terms:

Prices

Our prices are quoted in Swiss Francs, ex works. Packaging - except for seaworthy packaging - is included.

The transportation insurance from TEXTTEST's factory to the purchaser's premises is covered by TEXTTEST. **Important:** It is the purchaser's responsibility to inspect the goods immediately upon receipt for transportation damage. In case of such damage, the purchaser must immediately file a written claim with the carrier, copy to TEXTTEST. Non-compliance with this condition voids any claim.

For deliveries into Switzerland the value added tax (MwSt) is not included.

Conditions of Payment

If not otherwise agreed upon in writing, our invoices are payable net within thirty (30) days from the date of invoice. Place for payment is Zurich, Switzerland. Until full settlement of TEXTTEST's claims the property in all goods supplied remains with TEXTTEST. The purchaser has no right to withhold payment or any portion thereof on account of any complaint or to compensate for any counter-claim not recognized by TEXTTEST. Loss or destruction of or damage to the goods during transportation do not release purchaser of his obligation to comply with the terms of payment.

Warranty

TEXTTEST warrants that all goods delivered shall:

- a) correspond to the specifications contained in the technical manuals provided by TEXTTEST.
- b) be free from defects in design, material and workmanship,
- c) be of the quality required for the intended purpose for a period of twelve (12) months from date of delivery to purchaser. If the installation is delayed, any and all warranties shall expire at the earlier of twelve (12) months from date of installation or eighteen (18) months from date of delivery to purchaser.

TEXTTEST's warranty is expressly limited to the no charge replacement of defective parts; the labor cost is to be born by purchaser.

Defects covered by the warranty shall not include defects resulting from or caused by any failure to follow written instructions of TEXTTEST contained in any operating manual, service manual or other relevant document furnished by TEXTTEST. The warranty shall not apply if the goods in question do not operate properly because of modifications or changes made therein by purchaser.

Jurisdiction and Applicable Law

Contents and interpretation of our Terms of Delivery and Payment are subject to Swiss law. Venue is Zürich. Purchaser's terms of purchase are only valid if agreed upon in writing. Any oral agreements deviating from, or complementing the foregoing shall be valid only if confirmed in writing by TEXTTEST.