

General Terms and Conditions (TnC)

1. General

1.1 These General Conditions of Sales and Delivery are valid for all offers and contracts of Diener Precision Pumps (hereinafter called DPP).

1.2 Any other conditions stipulated by the customer which are in contradiction to these general conditions shall only be valid if expressly accepted by DPP in writing.

1.3 All agreements and legally relevant declarations of the parties to the contract must be in writing in order to be valid.

2. Scope of Goods

2.1 The goods are specified in the order confirmation (including possible appendices and enclosures).

2.2 All products are custom made, designed, developed, and manufactured to customer's specification. Thus, all orders are final and cannot be re-scheduled nor canceled. The same is true for service orders.

3. Prices

3.1 All prices shall be deemed to be net ex works, in Swiss Francs (or USD for USA destinations) and shall not include any packing, freight, insurance taxes and duties.

3.2 Precautions for any currency fluctuations must be borne by the customer.

4. Terms of Payment

4.1 Payments shall be made within 30 days net.

4.2 Payments shall be made by the customer to the registered address of DPP without any deducting for cash discount expenses, taxes or duties of any kind. Other terms of payment may be agreed separately.

4.3 In case of delay in payment DPP is entitled to discontinue planned deliveries and to charge a default interest of 6 % p.a.

4.4 Delivered goods will remain DPP's property until full payment is settled by the customer.

5. Lead Time

5.1 The lead time shall start as soon as the contract has been entered into and all technical points have been settled.

5.2 The lead time shall be reasonably extended:

-if the Information required by DPP for performance of the contract is not received in time, or if the customer subsequently changes it.

-if agreed terms of payment are not met or if letters of credit are opened too late.

-if problems occur which DPP cannot prevent despite using the required care, regardless whether they affect DPP or the customer or a third party. Such problems include, but shall not be limited to, epidemics, mobilisation, war, revolution, serious breakdown in the works, accidents, labour conflicts, late or deficient delivery by subcontractors of raw material, semi-finished or finished products, the need to scrap important work pieces, official actions or omissions by any state authorities or public bodies, natural catastrophes, acts of God.

6. Forwarding, Transport and Insurance

6.1 The products will be packed by DPP. The packing will be charged separately at the cost price.

6.2 Special requirements regarding forwarding and insurance shall be communicated to DPP in good time. Transport shall be at the customer's expense and risk. Complaints in respect of transport shall be submitted immediately by the customer to the last carrier on receipt of the products of the shipping documents.

6.3 Insurance against risks of any kind is the responsibility of the customer. Even when taken out by DPP, it shall be at the customer's expense.

7. Delivery Quantity

7.1 Provided that nothing else is agreed upon, DPP reserves the right to apply quantity deviations determined by processing procedures or extraordinary events of +/-10 %.

8. Inspection and Acceptance of Goods

8.1 The customer shall inspect the supplied products within a reasonable period after having received them and shall immediately notify DPP in writing of any deficiencies. If the customer fails to do so, the products shall be deemed to have accepted.

9. Warranty and Disclaimer

9.1 DPP hereby warrants that the products delivered will be free from defects in material and workmanship.

9.2 Guaranteed features or warranted characteristics are only those expressly specified as such in the order confirmation based on the countersigned technical specs. A warranty is valid until the expiry of the warranty period at the latest.

9.3 In case delivered products are defective, the customer may request for replacement delivery or elimination of defect by DPP during the warranty period of two years beginning on the date of delivering the products or the day of DPP's notification that the products are ready for dispatch. This workflow will be initiated by the customer through a CC-process.

9.4 If a defect according to Article 9.3 is not eliminated or replaced by DPP within a reasonable period, the customer may ask for price reduction or annulment of the contract.

9.5 The warranty expires immediately, if the customer or a third party undertakes inappropriate modifications or repairs or if the customer, in case of a defect, does not immediately take all appropriate Steps to control the damage and give DPP the possibility of correcting the defect in line with the CC-process.

9.6 Excluded from DPP's warranty and liability for defects are all defects which cannot be proved to have their origin in bad material, faulty design, poor workmanship or resulting from any reason beyond DPP's control.

9.7 With respect to any defective material, design or workmanship as well as to any failure to fulfil warranties, the customer shall not be entitled to any rights and Claims other than those expressly stipulated in Articles 9.3 and 9.4 hereof.

9.8 All Claims for compensation, reduction, termination or for withdrawal of the contract need to be notified to DPP in writing. DPP shall not be liable for any direct, indirect, consequential or incidental damages that are not arisen on the product, including damages for loss of business Information, loss of profits, production interruption and the like, subject to the compelling product liability law.

10. Tools and Devices

10.1 Tools and devices, which are manufactured for the performance of an order remain exclusively DPP's property, even if they are partly or fully charged to the customer.

11. Governing Law

11.1 The present contract shall be governed in all respects by Swiss law for DPP Ltd. and California law for DPP, Inc.

12. Jurisdiction

12.1 The place of jurisdiction for any disputes shall be at the registered office of DPP.

13. Offers and Conclusion of Contract

13.1 The contract shall be deemed to have been entered into upon receipt of DPP's written confirmation stating its acceptance of the order.

13.2 Offers which do not stipulate an acceptance period shall not be binding.

14. Regulations in Force in the Country of Destination

14.1 The customer shall inform DPP, upon placing the order at the latest, about the Standards and regulations applicable to the execution of the goods and Services, to the Operation of the plant as well as to the health and safety of personnel.