

**TERMS of DELIVERY of
MALI Common Rail Technologies AG, Anthoptstrasse 9, CH- 8222 Beringen**

1. Area of application

1.1. All agreements and offers of MALI Common Rail Technologies AG (hereinafter supplier) are based on these general terms of delivery.

These terms apply exclusively. Conflicting or deviating rules of the delivery conditions are not recognized by the vendor, unless he has agreed to their ruling unconditionally in writing. The delivery terms apply also in the case that the supplier performs to the customer unconditionally by notice of conflicting or deviating conditions.

1.2. All agreements made in relation to the contract between the customer and the supplier must be laid down in writing. The writing requirement can be waived only in writing.

These terms and conditions apply for an indefinite period and also for all future transactions of the supplier, even if not separately agreed. In addition, the statutory provisions of the Swiss Code of Obligations obtain.

2. Offers of supplier

2.1. Price lists and brochures contain non-binding information and guideline. Offers in writing, by telephone, in personal conversation, by fax or email are considered as binding only as the supplier confirms the mandate given after the offer. As the customer requires not included products, deliveries or services, these have to be paid separately.

2.2. All documents and designs which are handed out with the offer submitted remain property of the supplier. Without the agreement of the supplier a third party is not allowed to have a look on the offer documents. Information which the supplier describes as benchmarks are not binding and must be used only to estimate serving sizes.

2.3. An offer is accepted by the customer in writing, by telephone, fax and email or in personal conversation. The supplier confirms the acceptance in writing, by fax or email. If the Customer wishes a change of the order confirmation, the supplier informs him within two weeks whether the change is possible and their impact on the performance, the dates and prices. To an offer to change the performance the supplier is bound for two weeks. For products which are already delivered, the change will not apply.

3. Delivery dates

3.1. If the parties do not expressly and in writing determine, delivery dates of the supplier are not binding.

3.2. If the parties agree on binding delivery dates, these will be appropriately moved if obstacles occur which are outside of the will of the supplier, he in particular can not avoid them despite application of due diligence, as natural events, mobilization, war, riots, epidemics, accidents and illness, significant operational problems, work conflicts, late or incorrect deliveries, as well as administrative measures. For other delays, the customer may

I. renounce further deliveries: The supplier must be informed without delay.

II. ask for partial deliveries, if this is possible: This must be explained immediately.

III. fix the supplier a reasonable deadline for subsequent performance: If the supplier does not execute until the expiry of this deadline, the customer may, if it is explained immediately, renounce the subsequent performance or resign from the contract.

The supplier shall inform the customer as quickly as possible about delays.

4. Execution of the Contract

4.1. For scope and execution of delivery the order confirmation are decisive. The supplier delivers the products in the ordered execution, software in machine-readable form in the version valid at the time of delivery.

4.2. Where no particular place of performance is agreed on by the parties or is shown by the nature of the business, the headquarters of the supplier is regarded as the provision of delivery of products.

4.3. Unless otherwise agreed, benefits and risk pass over from the sender to the customer with the departure of the goods.

4.4. Unless a special inspection procedure is agreed, the customer must examine the products himself and notify any deficiencies in writing. If the customer omits the notification within two weeks after delivery, the products are regarded in all functions free of defects and the delivery as approved. The customer is then obligated to timely payment.

5. Prices and payment conditions

5.1. Prices mentioned in the order confirmation rule. The VAT will be added. The seller bears the cost of measuring, weighing and packaging. The buyer assumes the transportation costs and the costs for the examination of the product.

5.2. Where the parties do not otherwise agree in writing, the customer is obliged to pay within 10 days after delivery. For deliveries over CHF 30 000 one fourth of the purchase price must be paid when signing the contract, the rest 10 days after delivery. As the customer pays by credit card or a loan is acknowledged, the entire amount is charged 10 days after the delivery.

5.3. Service costs must be paid within 30 days after the invoice date without deduction.

If payment terms are not met, the supplier is entitled to

I. claims against the buyer immediately become due

II. or to require securities for all outstanding debts

III. and / or to perform outstanding deliveries only against advance payment run.

5.4. If security benefits or payments have not been provided even after running out of a reasonable grace period set by the supplier, the supplier may cancel the contract even if the goods or part thereof have already been delivered. If payment terms are not met by the customer, the supplier is entitled to claim damages.

5.5. The customer is allowed to counter claims against the supplier invoice, provided that they are uncontested and due or a final court ruling is available.

5.6. If payment dates are not met by the customer, he has to pay a default interest without reminder from the date of maturity on, which depends on usual rate ratios at the location of the supplier, but not less than 5% above the discount rate of the Swiss National Bank.

6. Reservation of Title:

The vendor remains the owner of all supplies until they are paid in full. The purchaser authorizes the supplier to do the registration or reservation of ownership in the official registers at its own expense and to do all concerned legal formalities to be provided in this country.

7. Warranty

7.1. In the case of deficiencies in the delivered goods, the customer may require supplementary performance within a reasonable period. The vendor has the right to choose between remedy or additional delivery. If the supplementary performance miscarries or if it does not take place within a reasonable period the customer has the right to require rescission or reduction by Swiss Law at his own option.

7.2. Excluded from the warranty are defects and malfunctions the customer has to represent.

7.3. In the case of resale of the products the customer is responsible for compliance with domestic and foreign export regulations. If the customer modifies the resold products, he is liable for the resulting damage to the supplier, buyer or a third party. The Produkthaftpflichtgesetz rules unconditionally.

8. Damages

8.1. Claims for compensation against the supplier, for whatever legal reason, are excluded. This does not apply if law intend a conclusive liability, especially if the supplier is ashamed of intention or gross negligence and in the case of violation of life, body and health.

8.2. In addition, the supplier is not liable for the misconduct of employees.

9. Information

The parties inform each other about specific technical requirements as well as about legal, regulatory and other requirements at the destination in time if they are important for the execution and the use of the products. The parties also inform each other about obstacles which might jeopardize the conventional performance or lead to inappropriate solutions.

10. Withdrawal

The supplier undertakes in accordance with Regulation on the return, return and disposal of electrical and electronic equipment (VREG), to take back electrical equipment and to an environmentally sound disposal. The customer assumes the costs for transportation and disposal.

11. Jurisdiction

Jurisdiction is the domicile of the supplier. The supplier may, however, call the court at the seat of the contractor.

12. Applicable Law

Swiss law shall apply to the exclusion of the Vienna CISG.

13. Final provisions

13.1. Binding is the German version of these general conditions.

13.2. If any provisions of these conditions are invalid, the validity of the contract is not affected. In place of the invalid provision rules the legal provision.

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