

General

All offers and deliveries shall be subject to the present terms and conditions of delivery and payment. CSK- BIO terms and conditions shall remain in force for the duration of the business relationship even if no reference is made to them prior to each transaction.

Any claims held against CSK-BIO GmbH may not be assigned to third parties.

1.0 Quotation, order and acceptance

1.1 As regards to price, quantity, delivery time and the ability to deliver, our Offers/quotation are made without engagement.

1.2 Orders shall be deemed accepted by CSK-BIO only after our acknowledgement of order. Verbal agreements and ancillary covenants must be confirmed in writing in order to be enforceable.

1.3 CSK-BIO offers shall lapse in case no conforming acceptance by the Purchaser has reached CSK-BIO within four weeks from the date of the order.

2.0 Performance

2.1 The performance of CSK-BIO, shall only include the deliveries specified in the order confirmation, and pursuant to the conditions below. CSK-BIO, undertakes to deliver goods of ordinary good quality with respect to materials and workmanship.

2.2 All drawings, illustrations, and technical specifications contained in catalogues etc. are given only for guidance, and CSK-BIO, shall not be responsible for any errors in this material.

3.0 Prices

3.1 All orders shall be quoted to the current prices of the order date, unless otherwise agreed. The price shall apply ex works and shall apply in the currency and for the goods and performances stated in the order confirmation. The price shall be quoted exclusive of VAT, packing and shall be based on the currency rates, prices of materials, wages and salaries, cost of transportation, and duties in force on the date of the order confirmation. In case of alterations, thereof CSK-BIO, reserves its right to adjust its prices according to the current situation at the time for delivery.

3.2 The prices quoted in our order confirmation shall solely apply. Additional services will be invoiced separately.

The Minimum invoicing is 300 CHF, 200 Euro, or USD 300.

4.0 Delivery

4.1 Delivery shall be ex works. Unless the Purchaser arranges for the collecting of the goods, CSK-BIO, offers to arrange for carriage of the goods to the place stated by the Purchaser. The carriage shall be at the expense and the risk of the Purchaser. Insurance of the Purchaser's risk of transport shall only be affected by CSK-BIO, if so agreed in writing.

4.2 Unless otherwise agreed, the carriage shall take place at the earliest possible time after the time for delivery has occurred and by use of CSK-BIO usual carriers.

4.3 Any stated delivery lead times shall be adhered to as far as possible, but shall not be deemed binding. The customer cannot derive any claims to indemnification whatsoever on grounds of delayed delivery. This shall not affect any statutory right to withdraw from the contract

4.4 We may perform partial deliveries and render partial services if such action would not unreasonably affect the Customer

5.0 Time for delivery

5.1 Except where the parties have agreed otherwise, delivery shall take place at the earliest possible time. In case a time for delivery has been agreed upon, delivery up to 10 working days before or after the stipulated time for delivery shall be deemed punctual in every respect.

5.2 CSK-BIO, has the right to claim extension of the time for delivery in case of alterations of the order at the request of the Purchaser, in case of force major cf. Clause 11 of these Conditions, or in case of suspension of or delays in the execution of the delivery because of public instruction.

5.3 In case of substantial delay in the delivery, the Purchaser shall be entitled by notice in writing to terminate the contract. Does the delay only apply to a part of the goods sold; the Purchaser shall only be entitled to terminate the contract with respect to the relevant part. Does the delay apply to goods manufactured according to the instructions of the Purchaser, or are the goods of a nature which CSK-BIO, normally does not stock, the Purchaser shall only be entitled to terminate the contract if, as a result of the delay, the Purchaser purpose of the purchase cannot – to a fundamental degree – be fulfilled.

5.4 Is the Purchaser able to prove that the delay was caused by an act or omission on the part of CSK-BIO, and that he has suffered a loss, and then the Purchaser shall be entitled to liquidate damages for the loss suffered as a result of the delay. However, the damages shall not exceed a rate of 0.5% of the agreed payment for the delayed delivery for each complete week of delay, and the maximum liquidated damages receivable shall not exceed 5.0% of the agreed payment.

6.0 Terms of payment

6.1 Unless otherwise stated in the order confirmation payment shall be made 30 days net as per the date of invoice. Is a certain time of payment stated, the payment shall then be deemed punctual only if the payment has reached CSK-BIO's bank account, at the time in question. If payment is not made punctually, or is credit allowed according to an agreement, CSK-BIO shall be entitled to 5 per cent interest for each month or fraction thereof of the amount. Offsetting against counterclaims is prohibited unless such claims are uncontested or have been upheld by final court judgment.

All the Products remain CSK-Bio's property unless fully paid.

7.0 Defects

7.1 Within a period of 12 months from the date of invoice CSK-BIO, undertakes to remedy any defect in the goods delivered by either repair or replacement at-CSK-BIO's option. CSK-BIO, obligation to remedy defects is subject to the Purchaser proving that the goods are defective and to the Purchaser supplying documentation that the goods have been stored, installed, used and maintained properly and in accordance with the instructions of CSK-BIO.

7.2 CSK-BIO, obligations shall lapse if components not manufactured or approved by CSK-BIO, are used in connection with the goods supplied by CSK-BIO,

7.3 CSK-BIO, obligation to remedy or replace only includes wages, salaries, and materials directly connected with CSK-BIO, obligation to remedy or replace. CSK-BIO carries no responsibility for any other cost connected with an appeared defect, including transport, compensation for waiting time, costs for board and lodging and other living expenses, and costs of dismantling defective parts or making them accessible.

7.4 Save as stipulated above CSK-BIO, shall undertake no further liability for the deliveries, and consequently the Purchaser shall not be entitled to terminate the contract, to claim a proportional reduction of the purchase price. To claim damages or to withhold the purchase price partly or totally.

8.0 Notification of defects

8.1 Notification of defective deliveries shall forthwith be submitted in writing to CSK-BIO, when the Purchaser has discovered or ought to have discovered the defect. Notifications concerning delivered quantities must be submitted in writing no later than 21 days after the date of invoice.

8.2 Irrespective of the nature of the defect no goods may be returned without written agreement with CSK-BIO, and only when the Purchaser has received CSK-BIO, RMA (Return Authorization Number), **this number must always be stated in the forwarding papers.** Notifications of defects accepted by CSK-BIO are only credited according to further written agreement.

8.3 The Purchaser shall be obliged to cover the costs of CSK-BIO, in connection with the Purchaser's notification of defects in case the notification of defects is groundless or in case of defects for which CSK-BIO, is not responsible.

9.0 Product liability

9.1 CSK-BIO shall be liable for personal injury only if it is proved that such injury was caused by reason of errors or omissions on the part of CSK-BIO, or others for whom CSK-BIO is responsible. Damages for personal injury shall never exceed the level of damages in force according to this stipulation of Swiss law. on the same conditions as those that apply to personal injury CSK-BIO, shall be liable for damage to real and personal property, the damages shall, however, never exceed the maximum limit of the product liability insurance of CSK-BIO, to the extent CSK-BIO, might incur product liability towards any third party, the Purchaser shall indemnify CSK-BIO, for liability exceeding the limitations in these General Conditions. If a claim for damages is lodged by a third party according to this clause against CSK-BIO and the Purchaser shall be mutually obliged to let themselves be summoned to the court examining claims for damages lodged against one of them on the basis of a damage allegedly caused by the goods delivered.

10.0 Limited liability

10.1 The liability of CSK-BIO, does in no respect apply to consequential damages and losses, such as loss of production. Loss of time, loss of profit, or other consequential damage or indirect loss.

10.2 Should any of the clauses of these Terms and Conditions be wholly or partially invalid, the validity of the remaining clauses or parts thereof shall not be affected.

11.0 Force major

11.1 CSK-BIO, carries no responsibility whatsoever for non-fulfillment or delayed fulfillment of the contract if due to force major, war, riots, civil commotion, governmental intervention or intervention from public authorities, fire, strike, lockout, export and/or import prohibition, lacking or defective deliveries by sub-suppliers, shortage of work force, fuel, power or any other circumstance beyond the control of the CSK-BIO, which may delay or impede the production and delivery of the goods sold,

11.2 In the event of perfect or punctual delivery being temporarily impeded by one or several of the above circumstances, the time for delivery shall be extended by a period equivalent to the duration of the impediment plus a reasonable period to allow for a normalization of the conditions. Delivery at the time thus postponed shall be considered punctual in every respect. If the delivery impediment is expected to last for a longer period than 8 weeks, CSK-BIO, as well as the Purchaser shall be entitled to terminate the contract without this termination being considered as breach of contract.

12.0 Cancellation

12.1 Cancellation of orders may take place only with CSK-BIO, acceptance and subject to CSK-BIO, charging the Purchaser with the costs thus incurred by CSK-BIO, however, at least 15% of the invoice value of the cancelled order.

Orders, manufactured according to specification / instructions of the Purchaser cannot be cancelled or returned.

13.0 Applicable law and venue

13.1 Any dispute between the parties shall be finally settled in accordance with Swiss law or through arbitration at CSK-Bios' option.

13.2 In cases where CSK-BIO chooses to settle a dispute through arbitration, the Arbitration Tribunal shall be composed of three members all to be designated by the According to the Swiss law. One of these members shall be qualified as a judge whereas the two other members shall be technically qualified in the area of the dispute