

## GENERAL CONDITIONS OF SALES

### Definitions

The “Seller” shall be a reference to KEM.TECH, the “Customer” shall be a reference to the purchaser of any products from the Seller, and the “Product(s)” shall be a reference to any item(s) supplied by the Seller to the Customer.

### 2. Application of Conditions

Unless otherwise agreed in writing by the Seller, all Products are supplied on the terms and conditions specified herein to the exclusion of any terms or conditions stipulated by the Customer and of any representations, conditions, warranties or communications not expressly incorporated herein.

### 3. Formation of Contract

(a) No contract shall be deemed to come into existence until the Customer's order has been confirmed in writing by the Seller or until the Products have been dispatched to the Customer.

(b) An order must be accompanied by sufficient information to enable the Seller to proceed with the order forthwith and thereafter any modification must be agreed in writing. All telephoned orders or amendments to orders must be confirmed in writing. When ordering Products the Quotation reference (if any) must be stated and all communications relating to orders must specify the number and date of order, description of the Products and reference number.

### 4. Quotations

Subject to Condition 5, the Seller will endeavour to hold the terms of any quotation given by it for a period of 30 days or for such other period as is specified in writing, but without obligation or liability.

### 5. Prices

All prices are net ex-works unless otherwise stated and are subject to alteration without notice: the contract price shall be that ruling on the day of dispatch or (if earlier) when delivery is made or tendered. All prices are exclusive of VAT

Should the Seller incur additional expense in supplying the Products which is not provided for in the Seller's quotation or price list, owing to any circumstances whatsoever outside the Seller's control, such additional expense shall be added to the invoice and paid for by the Customer accordingly.

### 6. Payment

Payment must be made at order. Each Product will be invoiced on dispatch or (if earlier) when delivery is made or tendered. No discount or will be made unless specifically so stated by the Seller in writing.

### 7. Passing of Property and Risk

(a) The Product shall (without prejudice to (b) below) remain the Seller's sole and absolute property as legal and equitable owner until payment therefore and for all other Products comprised in the same consignment has been received by the Seller in full.

(b) So long as the Product's remain, the Seller's property the Customer shall, if the Seller so requires, keep the Products separately stored and/or marked at the Customer's expense so as to be clearly identifiable as the Seller's property.

(c) The Seller may at any time recover and resell the Products (if in the Customer's possession) if payment there for is overdue and for this the Seller's employees or agents may enter upon the Seller's or other premises upon which the Products are situated or are reasonably thought to be situated.

### 8. Delivery

(a) Any date or period quoted or agreed by the Seller for dispatch/delivery shall be deemed an estimate only, and the Seller shall not be liable for the consequences of any delay. Any such date or period quoted or agreed shall in any event only run from receipt by the Seller of a written order together with all information necessary to enable the Seller to complete the contract.

(b) The Customer shall at the Seller's option accept delivery by instalments.

(c) Unless otherwise specified by the Seller the place of delivery shall be the Seller's place of business. Costs of delivering elsewhere will in any event be charged to the Customer unless the price specifically includes such costs.

### 9. Damage or Discrepancies on Delivery

Where the price includes delivery and if the Customer accepts a transport price with Insurance the Seller will at its option either repair, replace free of charge or credit goods lost or damaged in transit provided that the Customer notifies the Seller in writing of such loss or damage within 1 day of delivery. Any Products in respect of which no such notification is given to the Seller shall be deemed in all respects in accordance with the contract and the Customer shall be bound to accept and pay for the same accordingly.

### 10. Specifications

The Products supplied will correspond within the limits normally accepted within the industry with the Seller's specification, save that the Seller shall be entitled to vary the specifications or provide substitutes where such variation or substitution shall not materially affect the characteristics of the Products and where such varied or substituted Products are of a quality equal or superior to those originally specified.

### 11. Liability and Warranty

(a) The Seller will where practical repair or replace any Products which are accepted by it as having been defective by reason of faulty workmanship or production or the use of defective materials or failures to attain any expressly guaranteed performance figures, provided the Customer notifies the Seller of the defect within 24 months of receipt of such Products by him or his agent and returns the defective Products to the Seller carriage paid.

(b) Defects in either quality or quantity of any consignment of the Products shall not be a ground for cancellation of the remainder of any order for the Products, subject to the Seller's performance of his obligations under (a) above.

- (c) The Seller accepts responsibility for all technical advice given by its officers or servants and for which a charge is made. Technical advice made available to Customers without charge is given with all reasonable care but without liability on the part of the Seller. In the absence of any special written arrangements to the contrary it is the Customer's responsibility to ensure that the nature, capacity and performance of the Products ordered by him are sufficient and suitable for his purpose.
- (d) The Seller's liability in respect of defective Products shall be limited in terms of sub-clause (a) hereof and any statutory or other warranty, description or representation, express or implied, as to the description, quality, merchantability or fitness of the Products for any purpose is hereby expressly excluded. The Seller shall in no circumstances be liable for damages of any kind whether direct or consequential (including but not limited to loss of profit, expenditure incurred or delay in the execution of any works being carried out by or for the customer) or otherwise howsoever arising out of or in connection with the Products or work done in connection therewith, except that nothing herein shall limit the Seller's liability for death or personal injury arising out of its negligence where such liability arises in respect of the supply of products under a non International Supply Contract (as defined in the Unfair Contract Terms Act 1977, as may be amended) or for damage caused by a defect in the Products within the meaning of Part 1 of the Consumer Protection Act 1987.
- (e) After one year, no warranty is the product is not check by an independence according the CE regulation for lifting equipment
- (f) No warranty on the wear parts like carbon brush, end stop level, load limiter, steel wire, wheels, electric switch and cables, motor housing
- (g) It's strictly forbidden for the Customer, to resell the products in CANADA and USA.

**12. Force Majeure**

The Seller shall not be liable in respect of any claim for loss, delay, or non delivery arising by reason of riot, civil commotion, war, whether declared or not, accident, shortened hours of labour, strikes, lock-outs, mechanical breakdown of facilities, failures by third parties to supply it with materials or goods, storm, flood, fire or any other circumstances whether of the kind herein before mentioned or not, beyond the reasonable control of the Seller. The Seller shall not, however, be relieved from supplying the products nor the Customer from accepting them when the above causes interfering with delivery shall have ceased.

**13. Waiver and Assignment**

- (a) The rights of either party shall not be prejudiced or restricted by any indulgence or forbearance extended to the other party, and no waiver of rights in respect of any breach by the other party shall operate as a waiver in respect of any other breach.
- (b) The Customer shall not transfer his rights or any part there of against the Seller to any third party without the Seller's prior written consent.

**14. Termination**

If the Customer shall commit a breach of any term of a contract for the supply of Products or if any distress or execution shall be levied upon his property or assets, or if he shall make or offer to make any arrangement or composition with his creditors or commit any act of bankruptcy, or if any petition or receiving order in bankruptcy shall be presented or made against him, or if the Customer is a limited company and any resolution or petition to wind up such company's business (other than for the purpose of amalgamation or reconstruction) shall be passed or presented, or if a receiver of such company's undertaking, property or assets or any part thereof shall be appointed or if the Customer suffers or takes any similar or analogous step in consequence of debt, the Seller shall have the right forthwith to determine any contract for the supply of the Products then subsisting and upon written notice of such determination being posted to the Customer's last know address any such subsisting contracts shall be deemed to have been determined without prejudice to any claim or right the Seller may otherwise make or exercise. The Customer shall compensate the Seller for any loss suffered by the Seller arising out of or in connection with such a determination of contract. In addition, the Customer's right to possession of any Products, the title to which has not yet passed, shall cease and the Seller shall be entitled to repossess the Products in accordance with Clause 7(c) hereof.

**15. Variation**

No purported variation or waiver of these terms and conditions shall be of any effect unless in writing and signed by a Director of the Seller.

**16. Law**

These conditions shall be construed and shall take effect in all respects in accordance only with the Swiss law.