

1. Applicable Conditions

The price of the Goods shall be the price stated in the Order Confirmation of the seller. As a rule, and if not otherwise agreed, the Incoterms in their last official version shall be applicable. The decisive date is the date of the RAHN order confirmation. If no Incoterms are agreed, all RAHN prices are meant to be net and ex factory. All additional costs and charges such as Value Added Tax, permits, certification etc, shall be borne by the Customer. Unless otherwise agreed, the Customer shall pay the price of the Goods without any deduction 30 days after delivery. In case of default Customer has to pay default interest of 5 % above the then prevailing discount rate of the Swiss National Bank. The terms and conditions on RAHN's Invoice and set forth below constitute the complete and exclusive agreement of the parties concerning the sales of goods covered by RAHN's Invoice. No other terms and conditions whatsoever shall be controlling unless contained in a formal written agreement signed by Seller and Buyer dated after the respective Invoice. In the event the parties have previously entered into a formal written agreement concerning the sale of goods covered by an Invoice, the terms and conditions of this Invoice shall control and shall constitute the complete and exclusive agreement of the parties. The Seller shall use all reasonable endeavours to deliver the Goods on the stated delivery date but the dates and times quoted for delivery of the Goods are approximate only and the Seller shall not be liable for any delay in delivery of the Goods where the delay is beyond the Seller's reasonable control however caused.

2. Modification

Neither party shall claim any modification, limitation or release from any of the terms or conditions herein except by written agreement to that effect signed by Seller and Buyer. No modification of, addition to, or deletion from the terms and conditions contained herein shall be affected by the acknowledgement or acceptance by Seller of any Purchase Order, Acknowledgement, Confirmation, Release, or other form submitted by Buyer containing other or different terms and conditions.

3. Weights

Seller's weights shall govern, except that in the case of proven error, adjustment shall be made.

4. Payment And Security

Payment shall be as provided on the face of RAHN's Invoice. If payment is not made as agreed, or if Buyer's financial responsibility becomes unsatisfactory to Seller, Seller may, at its option: (1) elect to withhold future deliveries of goods to Buyer until such breach has been cured or Buyer's financial responsibility has been established to Seller's satisfaction; (2) require payment in advance as to future deliveries; or (3) demand return from Buyer of any goods under this or any other Invoice for which payment has not been made; or (4) cancel this agreement. If deliveries of goods are to be made in installments, the purchase price of each installment shall, at the Seller's option, be recoverable as a separate sale. The remedies contained in this paragraph are cumulative and shall be in addition to any other remedies available to Seller under applicable law.

5. Title And Risk Of Loss

Title to all goods shall remain with Seller until the purchase price and all other amounts due hereafter have been paid. Notwithstanding the foregoing, risk of loss of the goods shall pass to Buyer upon tender of the goods by Seller to the carrier at Seller's shipping point.

6. Containers

All returnable containers shall remain the property of Seller and shall be returned by Buyer to Seller at Buyer's expense, freight prepaid, to Seller's shipping point no later than sixty (60) days from the date the goods are placed with carrier for shipment to Buyer. Buyer shall not use Seller's returnable containers for any purpose other than the reasonable storage of the goods originally delivered therein. Buyer assumes all responsibility for and all liability arising out of damage to or destruction of Seller's returnable containers from the time of Seller's tender to carrier at Seller's shipping point to the time of their return to Seller's shipping point, reasonable wear excepted.

7. Indemnity

Buyer shall indemnify, defend and hold Seller and its directors, officers, employees, agents, suppliers, parents, affiliates, subsidiaries, successors, and assigns harmless from any and all fines, penalties, suits, actions, claims, liabilities, judgments, costs and expenses (including attorney's fees) resulting of arising from (i) Buyer's negligence or breach of this agreement; (ii) Buyer's use, sale, handling, storage or disposal of goods or any product or waste derived therefrom; (iii) Buyer's discharge or release of the goods or any product or waste derived therefrom into water, onto land or into air; (iv) Buyer's exposing any person (including Buyer's employees) to the goods or any product or waste derived therefrom, including failure to warn of such exposure; or (v) the transportation of the goods to Buyer after tender of the goods by Seller to the carrier at Seller's shipping point. The foregoing shall apply, but not be limited to, injury to person (including death) or damage or harm to property or the environment.

8. Warranties

All recommendations or statements about the goods by Seller, including statements concerning substances present or not present in the goods, are based upon Seller's research and experience and are believed to be reliable, but such recommendations or statements shall not constitute a warranty. Buyer must determine for itself, by preliminary tests or otherwise, the suitability of the goods for Buyer's purpose and the substances present or not present in the goods. Seller warrants only that the goods shall conform to the description on the face of RAHN's Invoice and agreed specifications, that Seller will convey good title thereto, and that such goods shall be delivered free from any lawful security interest or encumbrance unknown to Buyer. Unless otherwise agreed, the seller warrants that the goods will correspond with their specifications for at least three months after the time of delivery. Seller makes no other warranty, express or implied, except as expressly provided herein. Seller makes no warranty that the goods are merchantable or fit for any particular purpose.

9. Patents

Seller warrants that the goods, except as specifically made for Buyer according to Buyer's design, do not infringe any United States patent. Buyer agrees that it shall promptly notify Seller of any claim or suit alleging patent infringement, shall permit Seller to control the defense or compromise of such claim or suit, and shall provide Seller with all necessary information, authority and assistance. With respect to goods furnished which are not manufactured by Seller, only the patent indemnity of the manufacturer, if any, shall apply. Seller does not warrant that buyer's particular use of the goods either alone or in combination with other materials or that any product obtained therefrom will not infringe a patent.

With regard to all illustrations, calculations, technical descriptions and other documents, we reserve our property rights, copyrights, and other patent rights. The Buyer may only pass these documents on to third parties with our written consent, regardless of whether we have marked these as confidential or legally protected.

10. Limitation Of Seller's Liability

The total liability of Seller, on all claims for any kind, whether in contract, warranty, indemnity, tort (including negligence), strict liability, or otherwise, arising out of or related to these Terms and Conditions or from the use of any goods shall not exceed the price allocable to the goods giving rise to the claim. Seller shall not be liable for loss of profits, loss of production, or other special, incidental or consequential damages, regardless of negligence. Seller's liability and Buyer's exclusive remedy for any cause of action arising out of the sale, use or non-delivery of the goods is expressly limited at Buyer's option to replacement of non-conforming goods at f.o.b. Seller's shipping point or payment not to exceed the purchase price of the goods for which damages are claimed.

11. Inspection And Notice Of Claim

Buyer shall inspect the goods immediately upon delivery and shall provide Seller with written notice for (or oral notice followed by written confirmation) of any or all claims with respect to the goods. Buyer's failure to give notice of a claim within thirty (30) days from the date of delivery shall constitute a waiver by Buyer of such claim(s).

12. Force Majeure

Neither party shall be liable in any respect for failure or delay in the shipment or acceptance of the goods if hindered or prevented, directly or indirectly, by war, national emergency (act of terrorism), inadequate transportation facilities, inability to secure materials, supplies, fuel or power, fire, flood, windstorm or other act of God, strike, lockout, or other labor dispute, order or act of any government, whether foreign, national or local, whether valid or invalid, or any other cause of like or different kind beyond the reasonable control of such party. Strikes, lockouts, or other labor disputes involving employees of either party shall be deemed to be beyond the reasonable control of such party. Any quantity of goods so affected shall be deducted from the total quantity purchased by Buyer. Seller, during any period of shortage due to any of the above causes, may allocate its available supply of goods among itself and its customers on whatever basis it deems desirable.

13. Exclusive Jurisdiction

This Agreement shall be governed by the laws of the State of Illinois. The exclusive jurisdiction is the Circuit Court in Kane County, Illinois. International agreements are not applicable and have no effect on the terms and conditions.

14. Consignment Of Goods

In the event Seller is consigning product for resale to the Buyer the ownership and the control of the product shall remain with the Seller until payment is made by the Buyer and received by the Seller in full. At the election of Seller Buyer shall execute the necessary documents (such as UCC-1's) to give notice to purchasers that Seller owns the product. It is the responsibility of the Buyer to ensure the consignment inventory is properly insured against loss by a reputable insurer.

15. Validity

The invalidity, in whole or part, of any of these terms and conditions shall not affect the validity of the remainder of these terms and conditions.