these Conditions contain exclusion and limitation clauses

1. Definitions

1.a. the term governing the Contract is Swiss law without prejudice to any compulsory regulation which may be applicable;

b. the term governing the Contract is the law of England and Wales without prejudice to any compulsory regulation which may be applicable;

c. the term governing the Contract is the applicable law of the United States of America, without prejudice to any compulsory regulation which may be applicable;

d. the term governing the Contract is the applicable law of Canada, without prejudice to any compulsory regulation which may be applicable;

e. the term governing the Contract is the applicable law of the European Union, without prejudice to any compulsory regulation which may be applicable;

2. SUDER'S retention of ownership of the Goods delivered to the BUYER is terminated at the time of quotation; the SUDER reserves the right to make price changes if the costs of such factors should rise.

3. SUDER's and BUYER's written acknowledgement of the Order, which may include price, delivery or other clarifications of terms, or SUDER's commencement in practice to process the Order;

4. SUDER shall provide assistance to BUYER, whether with regard to installation or delivery or technical suggestions or other clarifications of terms, or SUDER's commencement in practice to process the Order;

5. BUYER or BUYER's carrier may be warehoused at the BUYER's risk and cost; BUYER shall pay for actual weight or volume delivered within such tolerances. Subject to compliance with 10.1.

6. BUYER shall be responsible for any claims arising from the incorporation of any of the following into the goods supplied:

a. any defects caused by the nature of the Goods themselves;

b. any defects caused by the nature of the services provided;

c. any defects caused by the nature of the service of installation and/or delivery.

7. QUALITY: The Goods shall be new, in good order and working condition at the time of delivery and shall comply in every respect with the specifications for the Goods specified in the Contract. Any latent defects in the Goods shall be disclosed to SUDER within 24 months of the date of delivery, or within 24 months of the last day on which the Goods are in the possession of the BUYER or its agents, whichever is the later. Any defects in the Goods that are not discovered until after the end of the 24-month period shall be reported to SUDER within 10 days of their discovery. The BUYER shall provide SUDER with all reasonable assistance in investigating any defect.

8. BUYER shall have no right of set-off against any payment due to SUDER.

9. SUDER may supply for the price even though title in any Goods has not passed to BUYER.

10. FORCE MAJEURE: Scope of force majeure: delay, reduction or cancellation of any of the parties as a result of any event or circumstances beyond the parties' reasonable control, which may include but not be limited to, acts of God, wars, acts of terrorism, acts of piracy, governmental orders, civil unrest, strikes, lockouts, shortage of labor, embargo on goods, shortage of raw materials, or delays in the shipment or delivery of any of the Goods or Services, and which are beyond the parties' reasonable control.

11. At the time of delivery, SUDER may make payment under the terms of the Contract for the Goods delivered, subject to any and all adjustments, extensions, or reductions in the Contract price that may be required by law.

12. SUDER shall not be liable for any loss or damage to the Goods or Services, or for any costs, losses or damages suffered by the BUYER or its agents, for any acts or omissions of the BUYER or its agents, or for any acts or omissions of any third party unless and until the BUYER has made payment in full for such Goods or Services.

13. ANY provision of the Contract or these Conditions is void if and to the extent that it is void or unenforceable under the law of any jurisdiction in which such provision is required to be void or unenforceable.

14. The Contract is governed by and construed in accordance with the law of the country in which the Goods are delivered or the Services are provided, as applicable. The Contract shall be binding on all parties and their respective successors and assigns.

15. BUYER shall not supply or import the Goods contrary to (a) United States, United Nations, European Community or other similar; (b) any applicable export control; (c) any other applicable import or export regulations.

16. NOTHING in any provision of the Contract or these Conditions is intended to relieve or to be relied on by any third party, nor is it intended to affect or prejudice any rights or remedies of any third party with respect to the Goods, Services or any other contract or transaction.

17. The BUYER shall indemnify the SUDER against and from all claims, actions, losses, costs, expenses, and damages (including attorneys' fees) arising out of or in connection with the Goods or Services or any other contract or transaction.