

## General terms and conditions of sale and supply

### 1. Applicability

The business relation between Systronics AG (hereafter called "seller") and the customer (hereafter called "buyer") is subject to the following terms and conditions, if not altered by means of a written agreement. They overrule any other terms and conditions that have been issued by the buyer.

### 2. Offers

The sellers offers are not-binding. Documents and information relevant to offers are handed out personally to the buyer and may not be disclosed to any third party in any form. These documents and information are to be returned upon the sellers request.

### 3. Orders

Orders for supplies become binding upon written order-confirmation issued by the seller after clarification and acceptance of all order details. Buyers alterations to orders are subject to immediate notification in writing. Verbal and written agreements as well as changes to orders require the sellers written confirmation in order to become valid. The seller may agree to the order cancellation or alteration of a confirmed order depending on the state of the works. Any costs arising from cancellation or alteration of orders will be borne by the buyer.

### 4. Prices

Unless otherwise agreed, prices are ex works, unpacked, exclusive VAT, insurance and any other taxes, charges, duties, etc. Prices on price-lists, flyers or hand-outs are subject to change without notice. Prices shown in a currency other than Swiss Francs are based on the exchange rate applicable at the sellers headquarters the day of order-confirmation. If the offer contains a currency-clause, the seller may, but must not, alter the price according to the exchange rate applicable at the sellers headquarters the day of order-shipment.

### 5. Terms of payment

Unless otherwise agreed, invoices for amounts due in Swiss Francs are to be paid cost-free within 30 days of the date of invoice. Invoices for amounts due in any other currency are due according to the indication in the offer or invoice. Any costs for financial transactions are to be borne by the buyer. On any amounts due that exceed the payment-deadline the buyer will be charged a 7% interest plus handling-fees. Holding back or setting-off any amounts due without prior written agreement of the seller, are unacceptable.

### 6. Reservation of title

All goods remain the sole property of the seller until all payments owed by the buyer are received in full. The seller has the absolute right to have the reservation of title recorded in the official register at the buyers registered headquarters. In case of amounts due exceeding the payment-deadline any other fulfilment of duties (incl. correction of defects), even if not in direct relation to the actual sales-operation, may depend on suitable financial securities furnished by the buyer, such as cash-advance payments etc..

### 7. Delivery, acceptance and transfer of risk

When all execution details of concluded contracts are clarified and the buyer meets all requirements, the time of delivery starts. The buyer is obliged to accept all goods within the delivery-deadline. The non-compliance with the agreed delivery-deadlines does not constitute a right for any claims for compensation or for payment of liquidated damages. If the buyer explicitly asks for partial deliveries not corresponding to the agreements made in the offer or order confirmation, the prices and conditions for that particular quantity of delivery apply.

It is the buyers responsibility to inspect the received goods immediately. Complaints concerning the nature, quantity or damage occurring in transport are valid only if they are made known to the seller in writing immediately upon receipt of the goods, or in case of hidden defects immediately following their discovery within the warranty period. Failure to do so within the appropriate time will be deemed as acceptance of the delivery.

Benefit and risk are transferred to the buyer at the latest upon dispatch of the delivery at the sellers headquarters. If dispatch is not possible and no fault is attributable to the seller, risk transfers to the purchaser with the notification that the goods are ready for dispatch.

Unless otherwise agreed, delivery is at the buyers cost and risk. Complaints concerning transportation are to be reported without delay by the buyer to the last carrier upon receipt of the goods or the freight documentation.

Events of force majeure release the seller from his fulfilment obligations. In such events the buyer renounces claims of any kind.

## 8. Guarantee

Unless otherwise stated, the guarantee period of delivered goods is limited to 1 year starting from the date of invoice. The invoice is considered to be the "guarantee-bond". For guarantee claims a copy of the invoice is to be sent along with the returned material.

The sellers liability is restricted to repair of the defective goods or remuneration of the invoiced value of not replaced goods. Claims are valid if and only if the defects are proven to result from bad materials or production-problems. Product modifications or repairs caused by the buyer or done without the sellers consent, void guarantee claims. Explicitly excluded are all claims based on damages caused by wear, force majeure and ignorance of the operational procedures.

## 9. Return material

The seller maintains a standardized procedure to handle material-shipments. For return of material e.g. repairs, the buyer needs to request an RMA-number (**R**eturn **M**aterial **A**greement) prior to shipment. Return-material without RMA-number fails to be accepted and is returned to sender at his expense.

## 10. Liability

The choice and the use of the goods supplied lies within the sole responsibility of the buyer.

## 11. Jurisdiction

All business activities of the seller follow Swiss law. Place of jurisdiction is the sellers headquarters.