

General Terms and Conditions, Novitronic AG

1 Applicability

- 1.1 These General Terms and Conditions govern the conclusion, contents and implementation of delivery contracts with our customers. Deviating agreements or subsidiary agreements are only binding if confirmed by us in writing.
- 1.2 The General Terms and Conditions of our contract partners are rejected. They are only valid insofar as they are accepted by us expressly and in writing.

2 Offers, Conclusion of Contract

- 2.1 Offers from us which contain no acceptance period are not binding. We retain the right to amend the products presented and described in the sales documentation in technical or formal respects at any time.
- 2.2 A contract is first formed by the sending of our written order confirmation or by the execution of the order. The order confirmation is decisive for the determination of the content and scope of the contractual services. The specifications contained therein are binding unless notice to the contrary is given within 5 working days after sending the order confirmation.

3 Prices

- 3.1 Our offer prices are net in the indicated currency, excl. VAT, without packaging and shipping costs from our domicile and without any deductions.
- 3.2 Price adjustments after conclusion of the contract may occur if sliding scale prices have been agreed.
- 3.3 In the event of increases in material procurement costs, especially the world market prices for electronic components, after conclusion of the contract with the buyer, we shall be entitled to adjust our prices if a period of more than four months lies between the time of the conclusion of the contract and the delivery.
- 3.4 If the delivery of products over a period of more than four months is agreed in the contract, or framework delivery contracts have been concluded over a corresponding period, the above-mentioned provision applies accordingly.
- 3.5 In the event that our costs for the fulfilment of our contractual obligations increase due to changes in a statute, regulation or other provision with force of law after conclusion of the contract, we have the right to increase the sales price to the extent of the price increase.

4 Conditions of Payment

- 4.1 Payments must be made in the invoice amount without deductions within 30 days after invoicing at the place where payment is indicated to be made. The buyer bears the cost of bank charges in the country of payment. For partial deliveries, payment must be made for each individual delivery in accordance with the agreed conditions of payment.
- 4.2 If the date of payment is not adhered to, the buyer shall be liable for late payment interest of 6% p.a. from the due date without a separate reminder. The payment of late payment interest shall not release the buyer from his obligation of payment in accordance with the contract.
- 4.3 If the buyer is in arrears with the payment of the purchase price, we may set the buyer a grace period of ten days and, after its expiry without use, either declare the revocation of the contract and compensatory damages (positive or negative interest in the performance of the contract) within a further ten days or continue to require the payment of the purchase price.
- 4.4 In the event of arrears in payment by the buyer we are also entitled to require the immediate payment of receivables due at a later date. We retain the right to require appropriate security or advance payment. If these are not provided, we shall be entitled to hold back our delivery without releasing the buyer from his obligations.

5 Delivery Periods

- 5.1 The delivery period begins to run from the date of the conclusion of the contract and is deemed to be fulfilled with shipping on the final day.
- 5.2 The delivery period will be extended accordingly:
 - a) If the specifications that we require for the execution of the order are not received by us in due time or if the buyer subsequently alters them and thus causes a delay in the delivery; or
 - b) If hindrances occur which we are unable to avoid despite exercising all due care (force majeure), such as for example natural events and epidemics, mobilisation, industrial disputes affecting us or our suppliers, serious factory breakdowns, accidents, delayed or faulty deliveries of raw materials, semi-finished or finished goods, measures by the authorities, and transport obstructions; or
 - c) If the buyer is behind schedule with work he needs to execute or in arrears with the fulfilment of his contractual obligations, especially when he fails to abide by the conditions of payment.
- 5.3 In the event of delayed delivery the buyer shall have no right to compensatory damages, price reductions or revocation of the contract. A contractual penalty for delayed delivery requires a separate agreement in writing.

6 Transport and Insurance

- 6.1 Special wishes with regard to shipping and insurance must be notified to us in a timely manner. Otherwise our deliveries are made suitably packed per post, rail freight (railway receiving station) or lorry, whereby we reserve the right to choose the method of shipping. Additional costs for express shipping, air freight or courier will be invoiced separately in all cases.
- 6.2 Transport takes place at the buyer's cost and risk. Complaints in connection with the transport must be directed by the buyer to the final freight carrier without delay on receipt of the delivery and the freight documents.

- 6.3 Insurance against damages of whatever kind is the responsibility of the buyer. If desired, we can conclude insurance provision in the name of the buyer and at his cost.

7 Delivery

- 7.1 The buyer is obliged to take receipt of the delivery and to inspect it for completeness, content and any defects immediately upon receipt. Legal claims due to damage, defects, shipping errors or due to refusal to accept the delivery item or parts of it must be notified by the buyer in writing within three (3) days after receipt of the delivery item at the place of delivery. Otherwise the buyer loses his legal claims on the above-mentioned grounds and the delivery item is deemed to have been irrevocably accepted by the buyer. The buyer's only legal remedy for such legal claims is for repair or exchange of the delivery item by us. After expiry of the three-day period the buyer shall only be entitled to the rights under Article 9 (Guarantee). The shipper must be notified of any transport damage immediately upon receipt of the goods.
- 7.2 If the buyer is in arrears with the taking of receipt, we may set the buyer a grace period of ten days and, after its expiry without use, either declare the revocation of the contract and compensatory damages (positive or negative interest in the performance of the contract) within ten days or continue to require receipt to be taken.

8 Place of Performance, Transfer of Benefits and Risks

- 8.1 The place of performance for delivery and payment is our place of business in Zurich.
- 8.2 Benefits and risks shall be transferred to the buyer when the goods leave our domicile. For validity, any agreement that the delivery shall take place in compliance with an ICC Incoterms clause must be in writing. In the event that the shipping is made impossible or is delayed for reasons for which we are not responsible, we shall place the goods in storage at the buyer's cost and risk.

9 Guarantee

- 9.1 We guarantee the freedom from defects and the functionality of the products sold for use in accordance with specifications.
- 9.2 The period of guarantee for our products is 12 months from the time of delivery. Within this period, defective products where the defect is proven to be due to errors in materials, execution or construction will be remedied or replaced. We may refuse the rectification demanded by the buyer if it is impossible or disproportionate, or if the defects complained about are insignificant. The guarantee is invalid for products to which changes or repairs have been carried out by the buyer or third parties. This also applies when the decisive assembly and operating specifications have not been observed by the buyer or third parties.
- 9.3 Products that have been manufactured according to the buyer's own specifications or models are excluded from the guarantee if the defect is due to construction faults (also but not exclusively applying to the choice of materials). For these products the costs of inspection and approval of whatever kind as well as the costs of alteration arising from official inspections shall be borne by the buyer.
- 9.4 The guarantee obligation shall be excluded and shall end immediately in the event that the faults and defects described in Article 9 are not proven to have been caused by us. Items not caused by us include among other things the false use of the delivery item, faulty installation or putting into service, or failure to follow the operating and maintenance instructions, lack of proper maintenance, alteration or repair of the delivery item by the buyer or a third party, normal wear and tear of the delivery item, false or careless operation, etc..
- 9.5 All further claims by the buyer, especially for revocation of the contract, price reductions or compensatory damages, are excluded.

10 Disclaimer of Liability

- 10.1 Notwithstanding any provisions to the contrary in the contract and in the documents belonging to the contract, and to the maximum extent permitted by law, we shall be in no circumstances liable towards the buyer for claims for indemnity, breaches of contract, breaches of law or tort (including through negligence), for foregone profit, foregone contracts or other income, damages caused by delay, interrupted operations or loss of production, downtime, foregone business opportunities, indirect or direct consequential damages, compensatory damages for atypical damage, or damages for incidental or consequential costs. The herein mentioned legal remedies of the buyer are final, and our liability with respect to the contract, indemnity, tort (including through negligence), from guarantee, absolute liability or liability based on causation, or otherwise, shall be limited to one hundred percent (100%) of the contract price, unless the claims are directly due to a grossly negligent or deliberate breach of duty on our side or to our liability for personal injuries unlawfully caused by us.

11 Retention of Title

- 11.1 For delivered goods we are entitled to enter the retention of title in the register of the responsible debt enforcement authority at the buyer's place of business and at the buyer's cost until payment of the purchase price in full. The buyer is obliged to provide the necessary written agreement to the entry of the retention of title, insofar as the signing of these General Terms and Conditions is not considered by the debt enforcement authority to be sufficient. Such goods may be neither pledged nor assigned by way of security by the buyer. The buyer is entitled to sell the reserved goods in the ordinary course of business, in which event the buyer shall already assign to us as security all claims on the amount of the purchase price arising from the resale, without any requirement for a separate declaration. The buyer is obliged to make available all necessary documents for the recovery of the debt on first request.
- 11.2 We shall be entitled to immediate repossession of the reserved goods in the event that the buyer ceases his payments or becomes over-indebted.

12 Further Provisions

- 12.1 The assignment of rights or obligations in this contract requires the prior written agreement of the other party.
- 12.2 The buyer is not entitled to set off his own claims against our claims.

13 Applicable Law, Severability Clause, Place of Jurisdiction

- 13.1 All legal relationships with us are governed by Swiss substantive law, to the exclusion of the Convention of the United Nations on Contracts for the International Sale of Goods as well as disregarding of the reference norms of international private law.
- 13.2 Should individual provisions of these General Terms and Conditions be or become invalid, the validity of the remaining provisions is not affected. In such a case the parties commit themselves to replacing the invalid provision in such a way that its intended economic purpose is assured to the extent permissible.
- 13.3 The place of jurisdiction is our place of business, currently Zürich. However we also reserve the right to take legal action against the contract partner at his domicile or at another responsible court according to our choice.