
General Terms and Conditions of Delivery

The SwissT.net business conditions of delivery strive for a well ordered running of business in the area of automation, electronics, information technology and medical technology. The following general terms and conditions set out the fundamentals for the

delivery of parts, appliances, systems and services.

Thereby, the delivery can consist of a product or a service, hardware or software, or an integration of different products and services rendered.

1. Validity

These terms and conditions apply to the entire business relationship between the customer and the supplier. By placing an order, these General Terms and Conditions (GTC) become an integral part of the contract. Changes to these GTCs or deviating GTCs are only effective if the supplier confirms them in writing.

2. Contract conclusion and scope of services

Offers from the supplier are subject to change. A legally valid contract is concluded only when the written order confirmation is issued by the supplier.

For range and execution of the products and services, the confirmation of order takes precedence, or where it is not evident - the offer made by the supplier.

Services that are not expressly guaranteed, namely documentation, programming, customisation, installation, commissioning, training and application support, are not part of the scope of services.

Alterations to the confirmation of order by the supplier are permissible in as far as the product has the same functions or the services fulfil the same purposes.

3. The Customer's Duty to Inform

At the destination of delivery the customer must give the supplier timely notice of any technical requirements as well as legal, governmental and other regulations, so long as they are of significance.

4. Documentation

If the documentation is not included in the scope of services, the customer can obtain it in the usual version for a fee. If the customer wishes to receive documentation in special forms or in languages that are not available, this must be agreed separately.

Alterations in description and illustrations of the documentation are permitted in as far as they meet the desired ends.

5. Intellectual property

Subject to the license terms stating to the contrary, the customer and their customers have only the right to use the software, the results of work, the know-how, the data carriers and the documentation with the corresponding product, but not for independent sale, distribution, reproduction, extension or modification.

Ownership and the right to further use remain with the supplier or his licensor, also when the customer subsequently changes the software, work results or know-how blueprints.

The customer shall take essential precautions to protect against the undesired access or misuse of software, work results and documentation by an unauthorised party.

The customer may make necessary backup files. He shall correspondingly mark and classify as well as keep them under lock and key.

6. Place of performance and transport

Unless a special place of performance has been agreed or is based on the nature of the transaction, the supplier may provide the products and services at their registered office.

If the supplier delivers products to another location at the request of the customer, the customer bears the risks and costs of transport, as well as the expenses of packaging and customs clearance, even if the supplier organises the transport.

If the supplier provides services elsewhere at the request of the customer, the customer shall reimburse the travel and subsistence costs.

7. Application

The customer is responsible for the application of the products and services as well as the combination with other products, especially with computer or electrical equipment and systems.

He is to take due care and attention as well as conform to manufacturer and supplier guidelines.

For the security of all relevant information, the customer is obliged to pass on such information to the user in a suitable form.

8. Disposal

After use of the delivered product the customer has a duty to dispose of it at his own cost, or bind his buyer with a duty of disposal.

The customer exempts the supplier from all duties of disposal, namely, any possible duty to take back goods, disposal costs, and any related claims of a third party.

9. Delivery dates

Only delivery dates pledged in writing are binding. Such delivery dates are deemed appropriately prolonged,

- a) if the supplier's details that are necessary for delivery do not arrive on time, or when the customer subsequently alters them.
- b) if the customer is behind schedule in the execution of his contractual obligations, particularly when he does not meet the conditions of payment.
- c) if hindrances occur outside the responsibility of the supplier like natural disasters, mobilisation, war, insurgency, epidemics, accident and illness, substantial business breakdown, work disputes, delayed or faulty deliveries, as well as governmental measures.

The supplier can affect partial delivery.

In cases of delay the customer shall grant the supplier an appropriate time extension to carry out works outstanding.

Where the delay in the deadline is the fault of the supplier and there is proof thereof, despite works outstanding being carried out, or nullification of the contract, the customer can claim compensation for real damage. Compensation is limited to one percent per week, at the most ten percent of the calculated value of the delayed delivery. Further claims to delays in delivery are excluded.

10. Acceptance

Unless a quality control procedure has been agreed to, the customer shall quality control the products and services himself.

On receipt of the incoming products, the customer shall immediately control them and pay attention to identity, quantity, damage through transport, and accompanying documentation. The customer shall check for further defects in the product and services as soon as possible.

Products and services are validly accepted if no notice of defects is made within 30 days following delivery, or if the products and services are commercially utilised for more than twenty days.

The customer must give written notice of all defects immediately after their discovery.

11. Defects

The supplier shall endeavour to take the required due care and attention. In addition all his products and services must fulfil all the expressly warranted characteristics.

The supplier is not liable for the results that the customer wants to achieve with the products and services.

Excluded from liability for defects are faults and malfunctions that are not the responsibility of the supplier, like natural wear and tear, acts of god, inappropriate handling, encroachment by the customer or a third party, undue demands, unsuitable means of production, disruptions caused by other machines and equipment, instable electrical supply, particular climatic conditions, or unusual environmental influences.

The customer shall make no claims for negligible defects. Negligible defects are namely those that do not affect the application of products and services.

In cases of substantial defects the customer shall grant the supplier an appropriate time extension for their elimination (correction or spare parts delivery).

To this end, the supplier must be entitled to free access to the premises.

The costs for disassembly and assembly, transport, packaging, travelling and accommodation are to be borne by the customer. Spare parts will be the property of the supplier.

The warranty period and statutory period of limitations are twelve months. These will not be discontinued in the event of a defect being recognised or eliminated.

Should the elimination of the defect fail, the customer is entitled to a price reduction. He can only declare nullification of the contract if the acceptance of the product or services is unacceptable.

Where the blame for the defect lies with the supplier and there is proof thereof, despite the elimination of defects, price reduction, or nullification of the contract, the customer is entitled to compensation for real damage, in any case is limited to twenty percent of the value of the defective delivery. Entirely excluded is compensation with regard to such as, in particular, incoming profit and further damage to assets.

12. Further Liabilities

The supplier assumes liability within the framework of his Liability Insurance personal and material damage, where the customer can prove the supplier is to

blame. Further claims namely for the behaviour of vicarious agents are excluded.

13. Call orders

The customer shall receive the ordered goods.

If the parties have set a period for the delivery dates, during which the customer can call upon the goods, the customer must place an order for the products by the final day at the latest. In the absence of the necessary information for the calculation of the period, the date of conclusion of the contract must be assumed.

If the customer does not call upon the products in time, the supplier can set a reasonable deadline for them. If no call is made within this period, the supplier may deliver the products to the customer unsolicited and claim damages in addition to the price.

14. Returns

In any case, the customer may only return products to the supplier with the prior consent of the supplier. They are responsible for the professional transport.

15. Prices and Conditions of Payment

Unless otherwise stated the prices are in Swiss Francs without value added tax, taxes, duties, transport, packaging, insurance, permits, authentication, installation, execution, schooling, and application support. They are payable net within thirty days of date of invoice.

Should the customer cause interruptions in the contractual development the supplier is entitled to adjust the price accordingly.

Where the customer has counter claims he may only settle the account with the undersigned written consent of the supplier.

Should the customer not meet the payment deadline he shall pay interest of eight percent a year from the due date of payment.

In case of delay of payment the supplier may

- a) declare that all payments from the business relationship with the customer, even if they do not originate from the same legal relationship, are due immediately;

- b) set an appropriate time extension. If the customer does not settle the whole amount in this time he may declare nullification of the contract and demand the return of the products and services;

- c) The further performance of services, even if they do not come from the same legal relationship, is dependent on appropriate collateral from the customer, including advance payment.

16. Data protection

Personal data, in particular data on companies, customers and employees, may be processed as far as it is necessary for the business process. Both parties shall observe the regulations of data protection and take the appropriate organisational and technical precautions.

Each party is responsible for a reliable backup of its own data, as well as the data required for the provision of services. The customer shall back up all data in good time before an employee of the supplier can access their IT systems.

17. Discretion

Neither of the parties, including their employees, shall disclose any information relating to the business practices of the other to a third party, be it generally accessible or generally known. Both must take all precautions to prevent the access of this information to a third party. On the other hand either party may further apply know-how in their original business activities that promote business development.

18. Export

The customer is responsible for conforming to all pertinent national and foreign export regulations.

19. Binding Law and Locality of Court

These legal relations are bound by Swiss Law. The Conflict of Laws and Vienna Sales Law is excluded.

The locality of court is in the domicile of the supplier. The supplier may also seek legal redress at a court in the domicile of the customer.

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