



## General Terms and Conditions

The present General Terms and Conditions are binding when they are specified as applicable in proposals or order confirmations. Deviating or additional provisions or conditions, specifically general purchase conditions of the buyer, shall apply only if they are agreed expressly and in writing.

### Proposals

Unless otherwise specified in a particular proposal, proposals of B+Z ELEKTRONIK AG are valid for a period of 1 (one) month.

### Prices, packaging and payment terms

Prices are quoted for delivery ex works Dällikon. Packaging and Swiss value-added tax (VAT) are not included in the price. Unless otherwise agreed, payment terms shall be 30 days strictly net.

### Transfer of benefit and risk, shipping and insurance

Benefit and risk are transferred to the buyer when the delivery leaves the B+Z ELEKTRONIK AG factory. Shipping is charged to the recipient and is at the recipient's sole risk. B+Z ELEKTRONIK AG does not provide shipping insurance except upon written request by and at the expense of the recipient.

### Delivery periods

Delivery periods quoted in the proposal begin on the date the order is received. The delivery period shall be considered met if the delivery has been transferred to the shipping company by the expiration of the delivery period. B+Z ELEKTRONIK AG makes every effort to meet the delivery periods specified in the order confirmation. Such delivery periods are, however, not binding and exceeding a delivery period shall not be construed as cause for claim for compensation, penalty or cancellation of the affected order.

### Documentation

All documents, drawings, sketches, etc. are the intellectual property of B+Z ELEKTRONIK AG and may not be copied or transferred to third parties without the express written consent of B+Z ELEKTRONIK AG. As a rule, technical documentation comprises a functional description, a block diagram and a dimensioned drawing, all in German. Additional documentation or such documentation in other languages may be requested for a fee.

### Inspection and acceptance of deliveries

Deliveries are inspected by B+Z ELEKTRONIK AG in the scope of quality assurance. Should the buyer request additional inspections, such inspections (e.g. acceptance tests, external inspections, test reports, etc.) must be agreed in writing and paid for by the buyer. It is incumbent upon the buyer to inspect the delivery immediately upon receipt and inform B+Z ELEKTRONIK AG in writing of any faults or deficiencies within 14 (fourteen) days. Should the buyer fail to do so, the delivery shall be deemed accepted. Parts that lead to faults or are unusable as a result of faulty materials or manufacturing will either be repaired or replaced at the sole discretion of B+Z ELEKTRONIK AG within the scope of the warranty.

### Retention of title

Delivered goods remain the property of B+Z ELEKTRONIK AG until such goods are paid in full. The buyer warrants to cooperate in all measures necessary for the protection of the property of B+Z ELEKTRONIK AG.

### Cancellation

The cancellation of orders or reduction in quantity of already ordered goods shall require the express written consent of B+Z ELEKTRONIK AG and may have fiscal consequences. Complaints about a delivery shall not be construed as cause for cancellation of the remaining deliveries of an order. B+Z ELEKTRONIK AG shall be entitled to resign from the delivery obligation should the buyer's financial situation deteriorate significantly or prove to be other than as it was presented to B+Z ELEKTRONIK AG.

### Returns

Before returning goods or materials, the buyer must in all cases request an RMA (return merchandise authorization) number from B+Z ELEKTRONIK AG. The buyer is not permitted to return goods or materials to B+Z ELEKTRONIK without an RMA number. Any costs arising from disregarding this provision shall be billed to the buyer.

### Warranty

Unless otherwise agreed in writing, the warranty period shall be 24 (twenty-four) months from the shipping date of the delivery and shall be limited exclusively to the repair or replacement of materials that are in fact faulty. B+Z ELEKTRONIK AG agrees, at its sole discretion, to repair or replace as quickly as possible all parts rendered defective or unusable as a result of construction, material or manufacturing errors upon written notification from the buyer within the warranty period.

Excluded from this warranty and all liability are consumable materials, shipping, damages and consequential damages of any type resulting from the improper storage or use of a product or parts thereof, normal wear, disregard of instructions or specifications, improper application or operating error. This warranty shall become null and void if modifications, repairs or other changes to a product are undertaken during the warranty period without the express written consent of B+Z ELEKTRONIK AG.

### Exclusion of additional liability

The rights of the buyer are specified conclusively in these General Terms and Conditions. Any and all rights to compensation for damages, abatement, suspension of or withdrawal from a contract not expressly mentioned herein are excluded.

### Place of jurisdiction Arbitration Clause

Place of jurisdiction is Dielsdorf, Switzerland. The substantive law of Switzerland will apply. All disputes arising out of or in connection with the present contract shall be submitted to the International Court of Arbitration of the International Chamber of Commerce (ICC) and shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The place of arbitration is Zürich, Switzerland.