

General Terms and Conditions

The present General Terms and Conditions shall apply to any and all of our sales, deliveries and services. Divergent or additional regulations and conditions, especially any general terms and conditions of purchase or other general terms and conditions of the Customer, shall not apply unless expressly agreed upon in writing. By placing the order, the Customer expressly acknowledges the present General Terms and Conditions.

Quotes

Unless otherwise specified in the respective quote, our quotes shall be valid for a period of 30 days. The prices, dimensions, versions and weights specified by us are indicative only; versions, materials and prices are subject to change without notice. The contract shall come into effect when the Customer confirms the order orally or in writing.

Prices, Packaging and Terms of Payment

Our prices are quoted net in CHF or EUR ex works Dällikon exclusive of VAT, packaging and insurance. Packaging is subject to additional charges and will not be taken back.

Unless otherwise agreed, our terms of payment are as follows: 30 days net without any discounts. If the Customer makes any impermissible deductions, the respective amount will be charged additionally.

Transfer of Benefits and Risks, Shipment and Insurance

The benefits and risks shall be transferred to the Customer as soon as the consignment has been handed over to the person in charge of transportation in Dällikon. In the absence of any specific instructions of the Customer, the goods will, depending on the weight, be shipped by post, by courier service or by a freight forwarder. The risk of transport shall always be borne by the Customer, even when a "carriage paid" delivery has been agreed upon by way of exception. In the event of complaints with respect to any damages, delays, losses or defects concerning the order, the Customer shall notify the Supplier in writing immediately after receipt of the order. Transport insurance shall be taken out only upon written request and at the expense of the recipient.

Delivery Deadlines

The delivery deadlines specified in our quotes shall commence on the day on which the order is accepted. They shall not be binding unless expressly confirmed in writing. The delivery deadline shall be deemed to have been complied with when the consignment has been handed over to the forwarder on the day of its expiry. Any delay in meeting the deadline shall not entitle the Customer to withdraw from the purchase agreement. We shall not accept any contractual penalties or claims for compensation due to non-compliance with a delivery deadline.

Documentation / Company Logo

Our documents, drawings, sketches etc. are our intellectual property. They may neither be reproduced nor transmitted unless we have given our prior written consent. Usually, our technical documentations comprise a functional description, a block diagram and a dimensional drawing in German. Further documentations or those issued in any other languages shall be provided if required and be subject to additional costs. The removal, modification or replacement of our identification plates, company logo etc. shall be considered a copyright infringement and be subject to legal prosecution.

Inspection and Acceptance of Deliveries, Material Defects

Deliveries are checked by us within the framework of quality assurance. If the Customer requests that further inspections (such as acceptance tests, external inspections, factory test certificates etc.) be carried out, these shall be agreed upon in writing and in advance and be paid for by the Customer. The Customer shall be obliged to check the delivered goods and services immediately upon receipt. If these do not comply with the agreements or bills of delivery or show any visible defects, the Customer shall immediately claim any such defects in writing. Any complaints submitted at a later point in time shall not be accepted. Defects which cannot be identified immediately shall be reported by the Customer as soon as they

become apparent. Parts which turn out to be unusable due to material or manufacturing defects or parts which cause any malfunctions shall, at our own discretion, be replaced or repaired within the scope of our warranty conditions. We shall not bear any costs for the rectification of defects carried out by the Customer or a third party without our prior written consent. Complaints with respect to a certain delivery shall not entitle the Customer to cancel any remaining deliveries relating to the relevant order.

Retention of Title

The goods shall remain our property until the invoice has been paid in full. The Customer undertakes to assist us in all measures required for the protection of our property.

Cancellation; Rescission

Unless we have given our prior written consent, the Customer shall not be entitled to cancel any orders or reduce the quantities already ordered. Such actions can lead to further costs.

We shall be entitled to withdraw from our obligation to deliver if the Customer's financial situation has substantially deteriorated or turned out to be contrary to the Customer's statements.

Returns

Before returning any goods or materials, the Customer shall request an RMA (Return Merchandise Authorisation) number from B+Z Elektronik AG.

The Customer shall not be entitled to return any goods or materials without having been asked to do so and without having received any RMA number. Any additional expenditure incurred by us as a result of the Customer's failure to comply with this rule shall be borne by the Customer.

Warranty

The products offered by B+Z Elektronik AG are covered by a manufacturer's warranty. Unless otherwise agreed in writing, the warranty period shall be 24 months starting on the day of shipment of the delivery. The warranty shall be limited to the replacement or repair of actually defective materials. Provided that a written complaint has been submitted by the Customer, B+Z ELEKTRONIK AG undertakes to replace or repair, as soon as possible and at its own discretion, any parts which are defective or unusable as a result of design faults, material defects or manufacturing defects. Redhibitory action or price reductions shall be excluded. We shall not assume any further obligations and expressly exclude the acceptance of any costs incurred for replacements, compensations, investigations into the causes of damages, expert reports, consequential damages (interruption of business, water and environmental damages etc.) and third-party damages. In order for this warranty to take effect, the products must be properly installed and put into operation as instructed in the customer documentation and furthermore be used in accordance with the technical instructions.

The warranty shall not cover:

- Minor discrepancies between the products' actual and nominal dimensions which do not have any influence on the products' value in use
- Parts and operating materials subject to natural wear and tear
- Force majeure, flooding, operational errors, damages caused by aggressive environmental influences, chemicals, cleaners
- Product defects caused by the installation, transportation and trial operation of the ordered goods

This warranty shall become void if changes, repairs or other attempts to interfere with the goods are made during the warranty period without our prior written consent. The same shall apply to the removal or manipulation of the B+Z company logo, type descriptions or serial numbers.

Warranty services shall neither prolong the warranty period nor cause the initiation of a new warranty period. The warranty

period for built-in replacement parts shall terminate along with the warranty period for the entire appliance.

Exclusion of Liability

To the extent permitted by law, we shall not assume any liability whatsoever for direct, indirect, incidental or other consequential damages including, but not limited to, loss of profit, business interruption, loss of earnings, damages caused by machine failures, third-party damages and any other causal damages, irrespective of their legal grounds.

Severability Clause

In the event that one or more of the provisions contained in these General Terms and Conditions or in any special agreement between the contracting parties should be legally invalid, either in whole or in part, this shall not affect the validity of the remaining provisions. The ineffective provision shall retroactively be replaced by an effective regulation whose content comes closest to the objective pursued by the original regulation.

Place of Jurisdiction and Applicable Law

**The place of jurisdiction shall be Dielsdorf, Switzerland.
The legal relationship shall be governed by Swiss law.**

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