

General Terms and Conditions

1. Scope and applicability: These general terms and conditions are valid for all Systems Assembling SA deliveries and services unless otherwise agreed in writing. In the event that Buyer's terms and conditions differ from these Systems Assembling SA general terms and conditions, these general terms and conditions are binding unless Buyer files an objection in writing on receipt of an offer. In such cases, differences must be regulated in writing, otherwise these general terms and conditions remain applicable. Buyer's orders made without explicit reservation are subject to Systems Assembling SA general terms and conditions.

2. Offers, unless otherwise stated by Systems Assembling SA, are valid for 90 days from the date of offer.

3. Orders that arrive without prior offer from Systems Assembling SA or that contain changes to the offer from Systems Assembling SA are subject to confirmation by Systems Assembling SA.

4. Prices are ex works Systems Assembling SA (CH - Boudry/NE) and are net of packaging, VAT and insurance. Price changes require mutual written agreement.

5. Place of fulfilment is the Systems Assembling SA works in Boudry/NE, Switzerland.

6. Terms of payment: Payment is due within 30 days of the billing date, strictly net. Partial deliveries shall be treated as independent transactions.

7. Delivery times: Indicated delivery times are valid only after clarification of all necessary technical and commercial matters and after receipt of any agreed advance payment. The delivery time is considered as being complied with when the goods are pick-up ready/dispatch ready ex works Systems Assembling SA (CH - Boudry/NE) and if a commensurate notice has been sent to the Buyer. In the event of unforeseen hindrance, the agreed delivery terms shall be extended by the duration of such hindrance without compensation by Systems Assembling SA. Unforeseen obstacles are, among others, transport disaster, major accident, epidemic, strike, lockout, official measures, mobilisation, war etc. Further, agreed delivery terms shall be extended when Buyer is in arrears with any agreed payment and if necessary documents are not available in due time. Delivery period extensions do not entitle Buyer to reject a delivery nor to cancel the contract. Late delivery penalties require special written agreement.

8. Packaging: Systems Assembling SA shall pack the deliverables at its discretion following instructions and using due care and appropriate materials. Packaging is invoiced separately. Returnable containers which are not returned within 30 days shall be invoiced at the original price. Claims due to differences between the delivery note and the delivered quantity shall be notified by writing to Systems Assembling SA within 8 days of delivery.

9. Transport: At Buyer's request and expense, Systems Assembling SA shall arrange suitable transport for goods delivery. At the explicit and timely request of Buyer, and at Buyer's cost, Systems Assembling SA shall contract any transport insurance in Buyer's name. The cost shall be invoiced separately. Systems Assembling SA does not bear any responsibility for the transport. Claims as a result of damage, loss or delay during transport are to be addressed to the transport company by Buyer within the prescribed period. Buyer bears the responsibility for all consequences of any omission.

10. Procurement: Systems Assembling SA organizes for component purchase based on the order. Due to automated manufacturing processes, packaging sizes and unfavourable purchase prices for small quantities, Systems Assembling SA is, after consultation with Buyer, authorised to order larger quantities than needed. If Buyer alters the part list or discontinues the order or no longer orders from Systems Assembling SA, Buyer undertakes to take delivery of the surplus production material at the price System Assembling SA paid for it and to compensate Systems Assembling SA for all work done. Stocks which show no movement for 6 months are to be taken back directly by Buyer at the price Systems Assembling SA paid for it.

11. Benefits & Risks pass to the Buyer at the point of delivery ex works Systems Assembling SA in Boudry/NE, Switzerland.

12. Warranty: Complaints relating to evident defects must be reported to Systems Assembling SA within 8 days of receipt of the goods. Other defects must be reported immediately upon discovery but no later than one year after pick-up readiness / dispatch readiness. Defect reporting must be detailed and in writing. Systems Assembling SA's liability for defects in deliveries, including those in which warranted characteristics are lacking, is limited, at its choice, to rectification or replacement ex works of only those parts in which the defects are demonstrably the result of circumstances prior to transfer of benefits and risks and result despite proper usage. Systems Assembling SA bears only the rectification or replacement costs ex works. Systems Assembling SA does not bear the cost of any resultant assembly or disassembly or suchlike. Buyer may demand a reduction in the event that Systems Assembling SA culpably allows a Buyer's commensurate period of grace to elapse without defect remediation. Further claims are excluded. To meet Systems Assembling SA's warranty obligations it is required, besides complying with any period allowed for sending the defect reporting, that the defects are demonstrably the result of material or processing faults, that Buyer allows Systems Assembling SA the necessary time and opportunity to carry out the ostensibly necessary work and that Buyer, at Systems Assembling SA's request, immediately returns the defective parts and undertakes no changes or repairs, nor damages any seals. In the case of rectification work carried out at the final destination, Buyer shall make available any necessary appliances and support personnel. All Systems Assembling SA warranties lapse in the event that products under warranty are repaired by Buyer or a third party. Systems Assembling SA explicitly disclaims responsibility for repair costs in such cases, except where Systems Assembling SA has authorised the Buyer in writing to conduct repairs.

13. Liability: Systems Assembling SA is liable only for the Buyer's direct bodily injury and property damage insofar as intent or gross negligence on the part of Systems Assembling SA can be shown. In the limits of the law, all other responsibility of Systems Assembling SA, in particular any non-contractual responsibility, is explicitly excluded. In particular, the Buyer is solely responsible for the use of products designed and/or manufactured by Systems Assembling SA as final products or as components of final products, so that Systems Assembling SA does not bear any responsibility due to any damage in relation with any such use. Furthermore, Systems Assembling SA takes no responsibility and cannot be held liable for defects of any sort which are due to any instruction or inaccurate information received from Buyer. Moreover, Systems Assembling SA takes no responsibility for defects of any sort which occur as a result of natural wear, faulty maintenance, improper processing, excessive wear or other reasons beyond Systems Assembling SA control. In any case, the responsibility of Systems Assembling SA is limited to the price of the order and at most to the amount covered by Systems Assembling SA's liability insurance.

14. Plans & Drawings: Systems Assembling SA retains all intellectual property rights and ownership of plans, drawings and other sundry documents created in all stages of the offer and the contract. These may not be made available to third parties without the written agreement of Systems Assembling SA. In the event that an offer does not result in an order or an order is placed with a third party, submitted plans, drawings and other sundry documents are to be immediately returned to Systems Assembling SA without being asked.

15. Cancellation: In the event that the Buyer cancels the contract, all substantiated expenditures accrued by Systems Assembling SA (material purchases, internal production orders etc.) shall be charged to the Buyer. The right of Systems Assembling SA to claim compensation for any other damages remains reserved.

16. Export Regulations: Exporting the subject of the contract and documents may require that export permits are obtained, for example due to their intended purpose. The delivery obligation is void when Swiss or other regulations prohibit the export.

17. Validity: The contract remains binding in the event of invalidity of individual points of these General Terms and Conditions.

18. Jurisdiction: Sole jurisdiction is the domicile of Systems Assembling SA. However, Systems Assembling SA reserves the right to bring suit in any other legal jurisdiction of the other party.

19. Applicable Law: Swiss law applies to all contractual ties between the parties to the full exclusion of the provisions of the United Nations Convention on Contracts for the International Sale of Goods.