

## General Terms of Sale and Delivery

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### 1. Scope of Application

1.1. The General Terms of Sale and Delivery of Nufatron AG apply for all sales and deliveries to customers and their consumers. The customer is also required to apply these conditions in relation to their own consumers, or else to bear responsibility for any additionally agreed services independently.

1.2. The General Terms of Sale and Delivery of Nufatron AG are also applicable, in their full extent, to follow-up and additional orders arising from the initial contract.

1.3. Subsidiary agreements are valid only if they have been confirmed in writing by Nufatron AG; the same applies for changes and additions to the contract and to the General Terms of Sale and Delivery.

### 2. Quotations

2.1. The validity of quotations issued by Nufatron AG is limited in time. If not otherwise specified, the validity of a quotation is limited to 14 days. The General Terms of Sale and Delivery form an integral part of quotations issued by Nufatron AG.

2.2. We reserve the right to make technical changes to the design and construction of devices and to carry out further enhancements to programs.

2.3. Quotations, plans and other technical quotation and contract documents shall always remain the property of Nufatron AG. All exploitation rights under copyright law shall be exclusive to Nufatron AG; materials may not be reproduced or passed to third parties without Nufatron's consent. Nufatron AG is entitled to demand that such documents are handed back as soon as they are no longer needed by the buyer.

### 3. Conclusion of a Contract

3.1. A legally binding contract shall not be deemed to have been concluded until the acceptance of an order by Nufatron AG has been confirmed in writing.

### 4. Price, Payment Terms

4.1. Quotes and contract prices are ex-works (Güttingen) excluding statutory VAT, including packaging and excluding sensors and cost of installation.

4.2. Nufatron AG is entitled to invoice the customer for devices and programs at the time of delivery. The invoice amount must be transferred net, without any deductions, to the account specified by Nufatron AG within 30 days of the date of invoice.

4.3. The setting off of payments through counterclaims of any kind is expressly excluded, insofar as such counterclaims have not been recognised by Nufatron AG or legally established. Reductions or the withholding of payments in relation to complaints are only permitted with the express consent of Nufatron AG.

4.4. After expiry of the payment period, the buyer shall, without need for corresponding warning by Nufatron AG, owe default interest at the normal commercial rate; however, this shall be at least 2% above the discount rate of the Deutsche Bundesbank.

4.5. The buyer expressly agrees that the delivered goods shall remain in full ownership of the seller until payment has been issued in full. Nufatron AG is entitled to apply to officially register the reservation of title with the relevant body at any time.

## 5. Delivery Dates

5.1. The delivery dates for devices, programs and other additional services shall be set out in the written order confirmation issued by Nufatron AG.

5.2. The buyer acknowledges and agrees that the delivery date may be subject to reasonable extension due to special events such as force majeure, government decrees, warlike events, strikes, traffic disruptions (and the associated failure of important deliveries of materials and components), delivery delays and/or defective deliveries by suppliers, and other events that make it impossible for the seller to meet the agreed delivery date for reasons beyond their control. Nufatron AG undertakes to notify the customer of such delivery delays as early as possible.

5.3. If the originally agreed delivery period or the reasonably extended delivery period due to special events is exceeded, the buyer is entitled to set a reasonable (at least two-month) grace period for Nufatron AG. If this period expires without result, the buyer may withdraw from the contract after giving written notice. The buyer expressly waives their right to any further claims. In such cases, Nufatron AG is entitled, for the duration of the period for which delivery is impeded, to reduce the agreed scope of goods and services, to discontinue delivery or to withdraw from the contract, without the buyer being entitled to any claims for damages.

## 6. Transfer of Rights to Devices and Programs

6.1. The benefit and risk of delivered devices shall be transferred to the buyer upon acceptance of the packaged goods ex-works (Güttingen) by the freight forwarder or by post or train.

6.2. Nufatron AG grants the buyer and/or their customers an exclusive, non-transferable and unlimited usage right for their own use of T.I.S. standard and special programs pursuant to a separate software licence agreement. This usage right may be exploited by the user from the time of signing the licence agreement. The signing of the licence agreement by the user must occur no later than the time the T.I.S. standard and special programs are placed into operation; otherwise, Nufatron AG, as the licensor, is entitled to withdraw the usage right from the customer. If the T.I.S. standard and special programs are distributed by a dealer, this dealer is then responsible for ensuring that the licence agreement is signed and adhered to.

## 7. Warranty for Hardware

7.1. The buyer must inspect the delivery from Nufatron AG immediately upon arrival. Incorrect deliveries and deviations in quantity must be reported to the seller in writing immediately upon receipt of the goods; otherwise, the delivery will be deemed to have been fulfilled in conformity with the contract.

7.2. Nufatron AG grants a warranty for delivered devices for a period of 12 months from the date of the supplying company's invoice to the end customer; however, the warranty may last for no longer than 15 months from the delivery of devices to the reseller or intermediary. The warranty covers the material, the components and the functionality of the device. Excluded from the warranty are

defects due to improper operation, to changes made by the user and/or to inappropriate installation or storage. No warranty is granted for device damage resulting from faulty sensors. The warranty covers the free replacement of defective materials and the restoration of the full functional capability of the device. Further claims of the buyer, e.g. for damages due to the impracticality of using the device, assembly work or the claims of third parties, are expressly excluded, regardless of the legal basis upon which they are asserted.

7.3. The handling of warranty claims must occur exclusively between the buyer (dealer, installation company) and Nufatron AG. When making a warranty claim, the buyer must enclose the device to be repaired along with a written report describing the defects. Warranty work is performed exclusively at the Göttingen factory.

7.4. Any services provided by Nufatron AG that are not covered by the warranty will be invoiced at the applicable billing rates for maintenance and repair.

7.5. After expiry of the warranty period, it is possible to enter into a repair and maintenance contract for delivered hardware. Under this contract, services provided by Nufatron AG will be invoiced at the applicable billing rates for maintenance and repair.

## 8. Warranty for T.I.S. Software

8.1. Nufatron AG grants the customer a warranty for the use of T.I.S. Software in connection with the use of the TRANSCO-Drive System; this warranty shall arise from the licence agreement to be concluded, incl. the software maintenance contract.

8.2. If no software maintenance contract has been concluded between Nufatron AG and the customer, the customer will be invoiced for new software versions, program improvements, installation costs, etc. according to currently applicable billing rates.

## 9. Rights to Technological Developments Carried Out for Customers

9.1. For customer orders that necessitate research and development on the part of Nufatron AG, the customer has no rights to the resulting inventions, developments or equipment for the manufacture thereof. This exclusion also applies in the event that the customer has invested in the development and production costs.

## 10. Validity of Provisions

10.1. In the case that one or more of the provisions contained in the contract with Nufatron AG—or the General Terms of Sale and Delivery that form an integral part thereof—prove to be invalid, the remaining provisions shall continue to apply in full force. Ineffective provisions are to be replaced by effective ones that come as close as possible to fulfilling the legal and economic purpose of the original.

## 11. Place of Fulfilment, Jurisdiction

11.1. The place of fulfilment for all services provided by the seller and buyer (in this case, the principal and agent) is Göttingen.

11.2. For disputes arising from the performance of contracts between Nufatron AG and the customer, the place of jurisdiction is Göttingen; this also applies for the application of the General Terms of Sale and Delivery.