

## 1. General

- 1.1 These General Terms of Business shall be binding if declared applicable in the offer or order confirmation. Any conditions stipulated by the customer which are in contradiction to these general conditions shall only be valid if expressly accepted by the supplier in writing.
- 1.2 All agreements and legally relevant declarations of the parties to the contract have to be in writing in order to be valid.

## 2. Offers and conclusion of contract

- 2.1 The contract shall be deemed to have been entered into upon receipt of supplier's confirmation stating its acceptance of the order.
- 2.2 Offers which do not stipulate an acceptance period shall not be binding.

## 3. Scope of Supplies

- 3.1 The supplies are specified in the order confirmation. Any material and services which are not included therein shall be additionally charged. The invoice is definitive, if a delivery occurs without acknowledgement.
- 3.2 The supplier shall be entitled to make any changes which lead to improvements.

## 4. Regulations in force in the country of destination

The customer shall inform the supplier, upon placing the order at the latest, about the standards and regulations applicable to the execution of the supplies and services, to the operation of the plant as well as to the health and safety of personnel.

## 5. Prices

- 5.1 Unless otherwise agreed upon, all prices shall be deemed to be net ex works, in Swiss Francs, without value-added tax, for shipment within Switzerland. All shipments to customers understand ex factory, excluding packing. Without prior special agreement, prices do not include installation and personal instruction.
- 5.2 If a general price increase is decreed between confirmation of the order and delivery, the new prices shall apply.

## 6. Terms of Payment

- 6.1 Payments shall be made within 30 days net as from the date of invoice.
- 6.2 Payments shall be made by the customer to the registered address of the supplier without any deducting for cash discount, expenses, taxes or duties of any kind. Other terms of payment may be agreed separately. Any unauthorised deductions will be charged again.
- 6.3 In case of delay in payment the supplier is entitled to discontinue planned deliveries and to charge a default interest.

## 7. Proprietary Right

- 7.1 The supplier shall retain ownership of the products supplied until full payment has been received. The customer shall take all necessary measures for the protection of the proprietary rights of the supplier.
- 7.2 The supplier is entitled, with customer's participation, to apply for registration of the reservation of the proprietary right.

## 8. Delivery time

- 8.1 The delivery time shall start as soon as the contract has been entered into and all technical points have been settled.
- 8.2 The delivery time shall be reasonably extended:
  - if the information required by the supplier for performance of the contract is not received in time, or if the customer subsequently changes it;
  - if agreed terms of payment are not met, letters of credit are opened to late, or the necessary import licenses are not received by the supplier in time;
  - if hindrances occur which the supplier cannot prevent despite using the required care, regardless whether they affect the supplier or the customer or a third party. Such hindrances include, but shall not be limited to, epidemics, mobilisation, war, revolution, serious breakdown in the works, accidents, labour conflicts, late or deficient delivery by subcontractors of raw material, semi finished or finished products, the need to scrap important work pieces, official actions or omissions by any state authorities or public bodies, natural catastrophes, acts of God.

## 9. Delay in delivery

- 9.1 The customer shall be entitled to claim liquidated damages for delayed delivery provided that the delay has been caused by a fault of the supplier and that the customer has suffered a loss as a result of such delay. If substitute material can be supplied to accommodate the customer, the latter is not entitled to any damages for delay.

- 9.2 Damages for delayed delivery shall not exceed 1/4 % of the part of supply in delay for every full week's delay and shall in no case whatsoever exceed 3 % of the contract price of the part of the supplies in delay. No damages at all shall be due for the first two weeks of delay.

- 9.3 Any delay of the supplies does not entitle the customer to any rights and claims other than those expressly stipulated in these Articles 9.1 and 9.2.

## 10. Forwarding, Transport and insurance

- 10.1 The products will be carefully packed by the supplier.
- 10.2 The benefit and the risk of the supplies shall pass to the customer by the date of their leaving the premises of the supplier. Special requirements regarding forwarding and insurance shall be communicated to the supplier in good time. Transport shall be at the customer's risk. Complaints in respect of transport shall be submitted immediately by the customer to the last carrier on receipt of the products or the shipping documents.
- 10.3 Insurance against risks of any kind is the responsibility of the customer. Even when taken out by the supplier, it shall be at the customer's expense.

## 11. Inspection and taking-over of the supplies

The customer shall inspect the supplied products within a reasonable period after having received them and shall immediately notify the supplier in writing of any deficiencies. If the customer fails in doing so, the products shall be deemed to have been taken over.

## 12. Warranty and Disclaimer

- 12.1 The supplier hereby warrants that the products delivered by him will be free from defects in material and workmanship.
- 12.2 Express warranties are only those expressly specified as such in the order confirmation or in the manual. An express warranty is valid until the expiry of the warranty period at the latest.
- 12.3 In case delivered products are defective, the customer may request for compensation delivery or elimination of defect by the supplier during the warranty period of two years beginning on the date of delivering the products or the day of supplier's notification that the products are ready for dispatch.
- 12.4 If a defect according to Article 12.3 is not eliminated or compensated by the supplier within a reasonable period, the customer may ask for price reduction or annulment of the contract.
- 12.5 The warranty expires prematurely, if the customer or a third party undertakes inappropriate modifications or repairs or if the customer, in case of a defect, does not immediately take all appropriate steps to mitigate the damage and give the supplier the possibility of remedying such defect.
- 12.6 Excluded from supplier's warranty and liability for defects are all deficiencies which cannot be proved to have their origin in bad material, faulty design and poor workmanship or resulting from other reasons beyond supplier's control.
- 12.7 With respect to any defective material, design or workmanship as well as to any failure to fulfil express warranties, the customer shall not be entitled to any rights and claims other than those expressly stipulated in Articles 12.3 and 12.4 hereof.
- 12.8 Not mentioned claims for compensation, for reduction, for termination and for withdrawal of the contract are excluded. The supplier shall not be liable for any direct, indirect, consequential or incidental damages that are not arisen on the product, including damages for loss of business information, loss of profits, production interruption and the like, subject to the compelling product liability law.

## 13. Software

The supplier will provide the customer with the necessary software to be used for the bought product. The customer shall use this software solely and exclusively for this purpose and must not be used on any equipment other than the equipment defined by the supplier, nor copied or otherwise duplicated or changed. The license shall be deemed to convey a non-exclusive right of use only. If the customer fails to maintain these obligations, the supplier may claim for liquidated damages.

## 14. Governing law

The present contract shall be governed in all respects by Swiss law.

## 15. Jurisdiction

The place of jurisdiction for any disputes shall be at the registered office of the supplier.

CH-3294 Büren a.A., July 2012

## 1. General

- 1.1 With the transfer of the usage right, the software is not being sold but only licensed.
- 1.2 These software licensing conditions are valid once accepted by the customer or declared usable in the offer or order confirmation.

## 2. Rights of Use

Witschi Electronic Ltd hereby grants a nonexclusive license to use the software. The software may be run on one computer system only at a time. Customers are allowed to transfer the software from the computer where first installed to another one, provided that it is being used on one computer system only at any given point in time.

In the case of simultaneous use of the software on several computer systems, further licenses must be acquired for each computer system, which is particularly used on this computer system.

The client may not reverse engineer, decompile or disassemble the product unless and to the extent expressly provided for by the respective governing law.

## 3. Software Rights

All rights in this software, especially rights protecting the brand and copyrights, such as the right to publish, copy, adapt and exploit the software, remain the property of Witschi Electronic Ltd, or their licensees, respectively, and are not affected by this contract.

## 4. Terms and Conditions for Copying

- 4.1 The software is protected by copyright. The customer is allowed to make a spare copy solely for backup and archiving purposes.
- 4.2 The customer may not modify the software or any portion of it. The customer is forbidden to use the software as an integral part of an extended program.
- 4.4 The customer is not entitled to remove single components of the software for their utilization in more than one computer system.

## 5. Service

- 5.1 At the customer's request Witschi Electronic Ltd will provide service for the software. Scope and cost of service will be agreed upon in a separate service contract.
- 5.2 Witschi Electronic Ltd is entitled to use the technical data acquired during maintenance in the product development process. Witschi Electronic Ltd. is bound to use these technical data in an exclusively anonymous manner.

## 6. Prices / Delivery Terms and Conditions of Payment

- 6.1 Prices relating to the order are determined in the offer or in the order confirmation.
- 6.2 The delivery and payment conditions comply with the general terms and conditions of Witschi Electronic Ltd.

## 7. Warranty and Liability

- 7.1 Witschi Electronic Ltd ensures the customer that at the time of installation the software is in perfect working order when used under normal operating conditions and when normal maintenance procedures are applied.
- 7.2 If the software is found to be faulty, the customer can demand a replacement delivery during the warranty period of 12 months from delivery, or demand that the faults be removed by Witschi Electronic Ltd.
- 7.3 Witschi Electronic Ltd cannot guarantee that the software is suited to the client's needs and aims. The client is responsible for correctly choosing the software and how to use it to achieve the desired results.
- 7.4 Liability for consequential damages is excluded except where legally mandated product liability conditions indicate otherwise.

## 8. Governing Law and Competent Court

- 8.1 This contract will be governed by the Swiss laws.
- 8.2 Competent Court is the Court of Büren an der Aare, Switzerland.

### Reservation of Rights

Witschi Electronic Ltd reserves all rights not expressly granted to you in this license.

CH-Büren a.A., July, 2012  
Witschi Electronic Ltd