



TERMS AND CONDITIONS OF SALE AND DELIVERY

For Products and Services of SWISSto12 SA – February 2013

1. General Provisions

- 1.1. Exceptions of these General Terms and Conditions of Sale and Delivery shall only be effective if confirmed and/or acknowledged by SWISSto12 SA in writing. Agreements to change this formal requirement must be made in writing.
- 1.2. SWISSto12 SA reserves the right to amend its Terms and Conditions of Sale and Delivery at any time. Clients are responsible for checking the Terms and Conditions of Sale and Delivery regularly. Terms and Conditions are published on the company web site. The version of the Terms and Conditions of Sale and Delivery in force at the date of the purchase order will apply.
- 1.3. Unless otherwise indicated, all products sold, produced, designed and delivered by SWISSto12 SA are for research use only. SWISSto12 SA assumes that suitably qualified and trained personnel will use its products.

2. Offers and Orders

- 2.1. Costs estimates and offers (Quotes) made by SWISSto12 SA are indicative only and do not bind SWISSto12 SA in any way. Upon receipt of a purchase order from the Client, SWISSto12 SA provides a confirmation order that settles the contractual relationship terms. Only upon reception of such confirmation order shall the purchase order be considered as accepted. Any oral collateral agreements and commitments require a written confirmation from SWISSto12 SA to enter in force. Offers made by SWISSto12 SA shall remain valid for 4 weeks.
- 2.2. Prices are quoted in Swiss Francs and do not include Value Added Taxes. Unless otherwise agreed upon, prices shall be quoted net, excluding delivery works, delivery costs, packing costs, insurances, express service charges, and custom taxes.
- 2.3. Cost of delivery works, delivery, packing, insurances, express service charges, and custom taxes are bound to the client and will be invoiced upon delivery of goods.
- 2.4. Subsequent modifications or amendments to the order shall be acknowledged in writing by both parties in order to be valid.

3. Intellectual Property Rights and Copyrights

- 3.1. Execution documents, such as plans, technical documents as well as samples, catalogues, brochures, illustrations and the like shall always remain the intellectual property of SWISSto12 SA and shall be subject to the relevant statutory provisions on reproduction, imitation, competition, etc.
- 3.2. SWISSto12 SA reserves the right to reproduce the layouts produced by itself. The Client guarantees that it is the owner of all rights on layouts, technical data or information for which it requests services or products from SWISSto12. SWISSto12 SA shall not be held responsible for verifying whether layouts, technical data or information delivered to SWISSto12 SA infringe any existing IP rights, copyrights or patents.
- 3.3. SWISSto12 SA shall not be liable for any incorrect, contradictory, and incomplete information given by the Client; any consequences arising from the above shall be borne by the Client.
- 3.4. SWISSto12 SA owns the intellectual property on its production processes and designs. By selling its products SWISSto12 SA does not grant to Client any rights under any patent or copyright, except the limited right to use such products.
- 3.5. Unless otherwise stated, SWISSto12 SA maintains all intellectual property rights on the products designed for the costumers. This includes minor alterations performed after receipt of the goods.

4. Technical Data

- 4.1. When SWISSto12 SA products are integrated by the Client in its own products, SWISSto12 SA provides DFM (Drawings For Manufacturing), to assure that the manufactured products will fit the Client's restrictions. This task is to be considered part of SWISSto12 SA services. The results of DFM check will be presented to the Client for further review. In case of data errors detected by DFM check, Client shall correct data errors and return complete data.
- 4.2. Client agrees that the necessary technical data shall be provided to SWISSto12 SA and agreed upon before SWISSto12 SA can start the manufacturing of the ordered components. Failure to provide the requested data in a timely manner and in a complete and correct



form will directly impact SWISSto12 SA to comply with eventually agreed delivery date. Such situation would consequently free SWISSto12SA to comply with such date.

5. Delivery

- 5.1. Agreed date of delivery corresponds to the date when the goods leave SWISSto12 SA premises. The time for delivery will be considered as met when SWISSto12 SA hands over the goods or services concerned to the Client or carrier at the agreed time.
- 5.2. SWISSto12 SA shall use its best endeavours to deliver the goods by the time fixed for delivery but if for any cause other than the wilful default of SWISSto12 SA delivery is delayed, SWISSto12 SA shall not be hold responsible for any loss or damage thereby to the Customer.
- 5.3. SWISSto12 SA accepts no liability for delays in delivery by any carrier.
- 5.4. SWISSto12 SA ships all products EXW. Any additional insurance can be requested and will be charged to the Client.
- 5.5. All tooling or instruments, standard or custom made for the production of the SWISSto12 products remain the sole property of SWISSto12. This applies even when the customer has paid a part or whole of such tooling or instruments.

6. Acceptance and Complaints

- 6.1. The Client is required to carry out a complete and thorough inspection of the goods after receipt and to send a written notice of any defect, damage, missing components or problems without any delay, but within 7 (seven) days of receipt of the goods or service provided by SWISSto12 SA.
- 6.2. In the event that a client notifies a defect or problem according to 6.1, SWISSto12 SA will determine the actions to be undertaken to remedy the problem. No return of products shall be made without authorization of SWISSto12 SA.
- 6.3. Minor variations in materials, surface and color, which are due to the nature of the manufacturing process and do not affect the capability of the goods, do not entitle the Client to make any complaint and are not

considered defects. In the event a Client has any doubt concerning the minor variations the Client shall contact SWISSto12 SA for further explanation.

7. Reservation of ownership

- 7.1. All goods supplied by SWISSto12 SA remain property of SWISSto12 SA until receipt of payment in full.
- 7.2. The Client is obliged to provide adequate storage of goods and to protect it from fire, theft, floods or other risks at its own expense as long as SWISSto12 SA holds the ownership title.

8. Payment

- 8.1. Unless otherwise agreed upon in writing, SWISSto12 SA invoices shall be payable within 30 days net from the date of the invoice. If the payment is overdue, SWISSto12 SA will charge interest of 1.5%/Month, starting 31 (thirty one) days from the date of invoice.

9. Warranty

- 9.1. Subject to the provisions set forth below and upon compliance with agreed terms of payment, SWISSto12 SA shall be obliged to repair any defect impairing functionality that exists at the time of delivery and is the result of error in the construction, of the material or of workmanship.
No warranty claims may be deducted from information contained in catalogues, brochures or other written or oral statements that have not been expressly included in the contract.
- 9.2. SWISSto12 SA accepts no responsibility with respect to production data and orders received if they are due to incomplete, incorrect or concealed data.
- 9.3. The warranty period is 12 (twelve) months from the date of the delivery.
- 9.4. SWISSto12 SA only provides warranty on products for their defined purpose. If the delivered product is used in another configuration than the one agreed on, no warranty is provided.
- 9.5. A warranty claim may only be asserted if the Client immediately notifies the defects that have occurred in writing and exactly describes the type of defect. Should a defect have been identified by the Client, any disposal of the goods without the express consent of SWISSto12 SA shall be unacceptable.



- 9.6. Assertion of a defect shall not release the Client from its payment obligation.
- 9.7. Defects resulting from assembly after delivery, insufficient set-up, non-observance of installation requirements and conditions of use, excessive use of parts beyond the performance advised by SWISSto12 SA, negligent or improper treatment or use of unsuitable operating materials shall be excluded from warranty. SWISSto12 SA shall not be liable for damage cause by acts of third parties.
- 9.8. Warranty shall forfeit immediately if the Client itself or third party who has not been authorized by SWISSto12 SA repairs the delivered items without the written consent of SWISSto12 SA.
- 9.9. In no case, the warranty shall extend further than the net value of the delivered item. Prototyped products are not subject to any warranty.

10. Force Majeure

- 10.1. Events of force majeure that affect SWISSto12 SA or any of its suppliers shall entitle SWISSto12 SA to suspend deliveries for the time of the impairment and a reasonable start-up period. The Client, in such a case, shall not be entitled to claim damages or subsequent delivery.
- 10.2. Events of force majeure shall include but not be limited to all kinds of acts of God, such as, earthquake, lighting, frost, storm, floods; as well as war, laws, official interventions, seizure, transport problems, communication network breakdowns, restrictions on import, export and transit, exchange restrictions on international payments, shortage in raw materials and energy; as well as breakdown of operations or other events.

11. Place of jurisdiction

- 11.1. The place of performance for deliveries and payments is 1024 Ecublens, Vaud, Switzerland.
- 11.2. All disputes as to the legality, interpretation, application, or performance of this order or any of its terms and conditions shall be governed by the laws of Switzerland including its conflict of laws principles. Each party to this order agrees that any dispute arising between them which results in either party instituting court proceeding shall be litigated in the relevant Court of the City of Lausanne.

- 11.3. If individual conditions of these terms of sale and delivery become ineffective, the invalidity of any such condition shall not affect other parts of the remaining contract.