

## General Conditions of Business

### 1. Applications

All sales and deliveries of SIT System Integration Technology AG (SIT AG) are subject to the following conditions in full. In addition, the Swiss Code of Obligations applies. These terms and conditions apply to all present and future business relations between SIT AG and the client / buyer. They are also valid, although no explicit reference is made to these provisions within the framework of an existing business relationship. The invalidity or inapplicability of individual provisions shall not affect the validity of the remaining provisions. Collateral agreements, deviating or supplementary conventions as well as terms and conditions of the customer require the written recognition of SIT AG, otherwise it eliminates the effectiveness.

### 2. Offers and conclusions of contracts

Budget quotations are not binding offers since they are usually based on general data. An order is legally binding only upon written confirmation of the order. Verbal commitments are valid as soon as they are confirmed in writing. The quotes of SIT AG are of a confidential nature and may only be made available to persons who are involved in the project and actually process the submitted offer.

### 3. Technical documentation, offer information

SIT AG retains ownership and copyright on all tender documents such as drafts, layouts, calculations, drawings, descriptions, schematics, budget quotations and offers. The mentioned documents are entrusted to the buyer and may not be made accessible to third parties or copied without the written permission of SIT AG. System layouts, principle and execution diagrams are to be considered as drafts and are not binding for the overall function of the plant / equipment or system. All drawings and diagrams shall be adapted to the local regulations by the respective concessionaire prior to execution.

### 4. Subsequent changes

Should the documentation - provided by the customer - fail to correspond with the actual circumstances or should SIT AG not be informed about circumstances, which require other materials or an alternative design, the cost for possible modifications are for the customer's account.

### 5. Prices and terms of payment

Unless otherwise agreed all prices are net in Swiss francs, excluding VAT, packaging, transport costs, insurance and customs clearance. All payments are to be made in the fixed currency without deduction within 30 days of the invoice date (expiry date). Costs related to transfers are for the account of the buyer. On late payment a delay interest of 5% is owed from the date of maturity – without previous reminder.

### 6. Delivery / terms of deliveries

Without any other agreement the delivery conditions are ex works CH-Montlingen. SIT AG endeavors to meet the noted delivery dates. A legal verification cannot be accepted. This applies in particular to cases of force majeure and strikes. Force majeure also applies to serious circumstances such as the complete or partial decommissioning of the works,

mobilization, war break, riot, fire, import / export bans or a substantial increase in import duties. However, SIT AG undertakes to inform the buyer immediately in case of any delays in connection with the contractually agreed delivery times. Compliance with the delivery dates requires that the customer fulfills his obligations within the indicated time periods such as notification of the specifications as well as down payments.

## **7. Guarantee**

If no special warranty provisions are stated in the offer or in the order confirmation, our general guarantee periods are as follows:

- 24 months from date of acceptance for equipment, systems, units
- 24 months from date of invoice for material deliveries
- 12 months for repairs and replacements

## **8. Complaints, notifications of defects**

Obvious defects are to be notified immediately after receipt of the goods, other defects immediately after their identification, but not later than 6 months after receipt of the delivery. If an immediate notification is not received, the delivery is deemed approved. Shipments with possible transport damage should be accepted with an exception and should immediately be reported to the forwarder in order to record the damage and safeguard all rights. If SIT AG confirms the reasonable complaint of a defect or deterioration the insufficiency will be resolved in arrangement with the customer.

## **9. Products liability**

The professional installation and commissioning as well as the correct use are essential for the proper operation of our products and the base for the liability of damages in the sense of the product liability law.

## **10. Retention of ownership rights**

SIT AG retains ownership rights on the goods supplied until receipt of full corresponding payment. The buyer is not entitled to pass on the products to third parties before full payment of the agreed amount.

## **11. Applicable law, place of performance, place of execution and jurisdiction**

For all contracts concluded with SIT AG only the Swiss Law is applicable. Unless otherwise expressly agreed in writing, the place of performance for all contractual duties is the place of the registered office of SIT System Integration Technology AG, Letzastrasse 1, 9462 Montlingen / Switzerland (corporate domicile). In case of disputes the place of jurisdiction is for both parties the registered office of SIT AG, CH-9462 Montlingen / Switzerland. SIT AG is entitled to operate or to sue the buyer at any other place, in Switzerland or abroad.