

# General Terms and Conditions of Sales and Delivery - Etronics AG Switzerland

## 1. General

- 1.1 These General Terms and Conditions of Sales and Delivery apply to all goods and support transactions between Etronics AG (hereinafter „ETRONICS“) and the customer. Other terms or conditions of the Customer are binding only if acknowledged separately in writing by ETRONICS.
- 1.2 These General Terms and Conditions of Sales and Delivery remain in force even when they are not enclosed. The General Terms and Conditions of Sales and Delivery are also downloadable at [www.etroneics.ch](http://www.etroneics.ch).
- 1.3 In case these General Terms and Conditions of Sales and Delivery are held invalid partially or completely, both parties should add a new agreement instead.
- 1.4 Offers are not binding.
- 1.5 All agreements and legally important declarations by both parties are only valid in writing. In case of conflict between special agreements and General Terms and Conditions of Sales and Delivery, the special agreements have priority.

## 2. Execution of contract

- 2.1 The contract will be executed upon written confirmation by ETRONICS or invoice.
- 2.2 Deviations from the order confirmation or invoice become part of the contract, unless disputed in writing by the customer within five business days after receipt of order confirmation. ETRONICS reserves the right to correct invoicing errors.

## 3. Scope of goods and services supplied

- 3.1 Goods and services of ETRONICS will be specified in the order confirmation and invoice.
- 3.2 ETRONICS is entitled to engage subcontractors.

## 4. Pricing

- 4.1 All prices are understood as net, without any deductions.
- 4.2 Shipping and packing costs, small-lot and express charges, costs of special requirements of the customer, will be invoiced additionally, if not agreed separately. Customer is liable for the value-added tax VAT.
- 4.3 In case of changes in pricing due to unforeseeable circumstances between the execution of the contract and delivery (particularly currency fluctuations and supplier prices), ETRONICS is entitled to adjust the prices accordingly.

## 5. Terms of delivery

- 5.1 The lead time specified in the order confirmation or invoice shall apply and shall begin with the execution of the contract.
- 5.2 The lead time will be extended, if
- 5.2.1 ETRONICS does not receive the information required for performance of the contract in advance or if the customer changes the specifications afterwards.
- 5.2.2 Hindrances arise which ETRONICS can't overcome despite application of due care, regardless of whether problem arised at ETRONICS, at the customer or at a third party.
- 5.3 In case of late delivery the customer has neither the right to indemnity or additional performances nor has the customer the right to withdraw from the contract.
- 5.4 In case ETRONICS is unable to deliver on time or at all, due to events beyond is to control occurring at ETRONICS or its suppliers, ETRONICS has the right to withdraw from the contract in whole or partially. ETRONICS has the right to effect partial deliveries, which may be charges separately, unless otherwise agreed.

## 6. Passage of benefit and risk

- 6.1 Benefit and risk will pass to the customer no later than upon arrival of the goods at the agreed place of delivery.
- 6.2 If the shipment is delayed at customer's request or for other reasons which are not caused by ETRONIS' fault, the risk will pass to the customer at the time originally specified for delivery.

## 7. Despatch, transport and insurance

- 7.1 ETRONICS arranges despatch and transport to the agreed destination and will be charged separately, unless otherwise agreed.
- 7.2 Despatches from ETRONICS to the customer are secured by ETRONICS transit insurance. Additional insurances f.e. against losses are in responsibility of the customer from the moment of passage of risk.

- 7.3 Complaints in relation to the despatch or transportation have to be reported directly to the last carrier and Etronics upon receipt of the shipment or shipping documents.

## 8. Inspection and acceptance of shipments

- 8.1 The customer has to inspect the shipments within 5 business days of receipt. Complaints have to be reported to ETRONICS in writing. After this period the goods are considered accepted.
- 8.2 Any defects reported as to section 8.1, which ETRONICS acknowledges, have to be replaced or repaired by ETRONICS.
- 8.3 The customer has no right of claims arising from defects of any other kind in shipments than stated in sections 8 and 9.

## 9. Warranty and liability

- 9.1 The warranty starts upon arrival of the shipment at the point of destination
- 9.2 The warranty given by ETRONICS is limited to the agreed materials and appearance.
- 9.3 The claim of the customer is limited to replacement or repair of the defective goods.
- 9.4 The warranty expires early in case the customer or a third party undertakes any changes or repairs improperly or if the customer does not immediately give ETRONICS the possibility to repair the defect.
- 9.5 ETRONICS is not liable for defects arising from inaccurate or imprecise information provided by the customer. ETRONICS shall furthermore not be liable for defects arising in consequence of natural wear and tear, improper maintenance, improper use, excessive load or other causes not imputable to ETRONICS.
- 9.6 For risk productions Etronics is not liable for defects arising from inaccurate or imprecise information provided by the customer.
- 9.7 ETRONICS is not liable for indirect or consequential losses from the use, f.e. for loss of income or any additional efforts by the customer.
- 9.8. In case a product liability is being claimed against ETRONICS by a third party for a defect not imputable to ETRONICS, the customer has to indemnify ETRONICS for all costs incurred.

## 10. Confidentiality

- 10.1 Information supplied by ETRONICS to the customer for purposes of contract performance, may neither be used for other purposes of customer nor disclosed to third parties.

## 11. Terms of payment

- 11.1 The customer has to effect payments as per the agreed terms of payment, net, plus value-added tax.
- 11.2 In case ETRONICS' rights are at risk because the customer has become insolvent, ETRONICS may suspend performance of contract until the agreed obligations from the contract are fulfilled. ETRONICS is allowed to withdraw from the contract if performance is not ensured within a reasonable period.

## 12. Reservation of title

- 12.1 All goods sold by ETRONICS remain property of ETRONICS until the terms of the contract are fulfilled and all payment obligations are discharged.
- 12.2 ETRONICS and our suppliers have sole reservation of title and copyrights for all drawing and drafts. The mentioned documents are entrusted to the customer and may neither be made available to third parties nor copied without written consent by ETRONICS. The documents have to be returned to ETRONICS upon request.

## 13. Applicable law and place of jurisdiction

- 13.1 The present contract is subject to Swiss law excluding the Vienna Sales Convention.
- 13.2 The sole place of jurisdiction of any legal disputes between the contracting parties is Zurich, Switzerland.