

Terms and Conditions of Sale of Sicovend AG

1. **Application:** All sales and supplies of Sicovend AG shall be fully subject to these terms and conditions. In addition, Swiss Obligations Law shall apply. These terms and conditions shall also apply to any future transactions even when not explicitly agreed. Should individual provisions become invalid or inapplicable, the validity of any other provisions shall not be affected. Ancillary agreements, variations and amendments and the purchaser's terms and conditions of sale shall be acknowledged in writing by Sicovend AG and/or shall be subject to written agreement and shall otherwise have no effect without requiring rejection by Sicovend AG.
2. **Technical information:** All technical information, data and dimensions shall be based on information provided by the manufacturer concerned and shall only be final within the scope of such information.
3. **Quotations and signature of contracts:** The validity of quotations submitted by Sicovend AG shall be limited in time, either in compliance with legal regulations or specific details included in the said quotations. Quotations submitted by Sicovend AG shall be confidential and may only be accessed by persons actually processing the said quotations. All drawings, drafts, circuit diagrams and cost estimates shall be the property and subject to the copyright of Sicovend AG. At the request of Sicovend AG, these documents shall be returned to the sender should no order be placed. Orders placed via the online shop are deemed to be enquiries by the customer. The contract comes into effect with the confirmation by Sicovend AG.
4. **Prices and terms of payment:** Unless otherwise stated, prices shall have been quoted net in Swiss Francs excluding VAT, shipment, transport, insurance, packaging and assembly. Prices may be subject to changes by Sicovend at any point in time. New prices shall be charged for orders, should price changes be effected prior to delivery. Payment shall be effected within 30 days from the date of the invoice. After expiry of the time of payment, delay shall commence irrespective of any reminders being received, with interest of 5% being owed for delays. The customer shall not be entitled to offset any amounts owing against alleged or confirmed accounts receivable. Should payment be effected by bills of exchange, Sicovend shall be entitled to charge to the customer any discounting fees normally charged by banks and when honoured, bills of exchange shall be regarded as payments. Acceptance of purchases/orders may be conditional on payment of a deposit. Resellers shall agree with their clients to abide by the sales prices, terms and conditions of sale set and stipulated by Sicovend AG.
5. **Shipment, transport, insurance and packaging:** Shipment, transport, insurance and packaging shall be effected at the option of Sicovend AG, should no other specific agreements have been made.
6. **Delivery/delivery dates:** Supplies shall be dealt with by Sicovend AG depending on operational facilities as soon as possible. Part shipments shall be allowed. The risk shall be transferred to the purchaser on dispatch of the goods. (e.g. for loss, reduction, damage, delay, etc.). For as long as the purchaser is in delay with payments or his solvency is in jeopardy, Sicovend AG shall be entitled to retain any further supplies. Any other claims of the supplier shall be unaffected by this. Sicovend AG agrees to make every effort to abide by deliveries quoted. However, no legal guarantee may be given for this. This shall apply in particular to cases of Act of God and strikes. Acts of God may include serious conditions, such as full or partial stoppage of suppliers' production, mobilisation, declared or undeclared war, revolution, fire, import and export embargoes and considerable rises in import duties, caused without any fault of Sicovend AG. Sicovend AG agrees to notify the purchaser without delay of any delays in contractual deliveries (which shall not be regarded as fixed deliveries unless expressly agreed otherwise). In this case, the purchaser shall set a suitable extension of the delivery. Abiding by deliveries assumes that the customer will comply with any general commitments in good time, such as the notification of specifications and payments. Should delays in deliveries have been caused by Sicovend AG, the customer shall be entitled to claim compensation for any loss/damage actually suffered to a maximum of 20% of the invoiced value. Any other claims shall be excluded.
7. **Warranty:** The warranty provided by Sicovend AG shall cover any general faults, evidently being caused by material faults or faulty manufacture. Should no specific period of warranty have been agreed, the period of warranty shall be six months after delivery. The warranty commitment of Sicovend AG shall be limited, at the company's discretion, to the supply of replacements, repairs or cancellation of sale (e.g. refund of the purchasing price against the return of the goods). Any other warranty and liability, in particular indirect loss/damage and consequential damage, such as loss of profit, unrealised cost savings or third-party claims shall be excluded. In all other respects, the warranty provisions of the manufacturer concerned shall apply. This warranty shall expire prematurely should the customer or third parties effect amendments or repairs to the goods or should the customer, should faults be found, not take suitable measures immediately for reducing any loss/damage and afford Sicovend AG an opportunity to remedy the fault.
8. **Complaints (for defects):** For any faults detected, the purchaser agrees to notify Sicovend AG without delay within a period of 8 days after receipt of the goods. For hidden faults, detected later than 8 days after receipt of the delivery, notification shall be effected without delay after detection but at the latest within 6 months after receipt of the goods. Should the supplier not be notified without delay, the shipment shall be deemed to have been accepted. Shipments subject to general damage in transit shall be accepted with reservations and shall be notified to the haulier concerned without delay in order to record the facts and safeguard any rights available. After having received a notification of faults, Sicovend AG shall be entitled to inspect the goods. Prior to this, the purchaser shall be responsible for access and correct storage.
9. **Limitation of liability:** Sicovend AG rejects any liability in compliance with the law, except liability for any intentional, illegal or grossly negligent behaviour by Sicovend AG, as proven by the customer. However, any liability by Sicovend AG for illegal intent or gross negligence of labour shall be ruled out.
10. **Diagrams, weights and dimensional tables:** For projects, Sicovend AG shall be entitled to variations from diagrams, weights, dimensional tables and any design documentation previously presented, after prior consultation of the purchaser, should this be beneficial to the final product. All information, e.g. in catalogues, on the website or in the online shop, is provided without guarantee.
11. **Retention of title:** Sicovend AG shall remain the owner of any goods supplied prior to payment in full.
12. **Export:** The customer shall be responsible for compliance with domestic and foreign export regulations. Re-exports of certain products of foreign origin shall only be allowed subject to a commitment to Eidgenössische Volkswirtschaftsdepartement, Import and Export Department and subject to approval by this office. Sicovend AG agrees to explicitly mark any products concerned in quotations, confirmations of order and invoices, thus transferring this proviso to the customer.
13. **Applicable law, place of performance, debt collection and jurisdiction:** All contracts signed with Sicovend AG shall be exclusively subject to **Swiss law**, and exclusion of the United Nations Convention for Contracts referring to International Goods Purchases dated April 11, 1980 („Vienna Purchasing Law“). The place of performance for all commitments shall be the registered office of Sicovend AG at **8310 Kempthal**, unless otherwise explicitly agreed in writing. Purchasers not resident in Switzerland agree to accept the head office of Sicovend AG at **8310 Kempthal** as the place for debt collection. **Jurisdiction** for any litigation resulting between the customer and Sicovend AG, shall be **8310 Kempthal**. However, Sicovend AG shall at the company's discretion be entitled to debt collection and the institution of legal proceedings in any other legally scheduled location.

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