

Computer Controls AG & Group

www.ccontrols.ch | www.ccontrols.net | www.ccontrols.shop

Terms and Conditions

24 May 2018 | CH – 8112 Otelfingen



COMPUTER CONTROLS AG – Sales and Delivery Terms

1. General information

The following terms alone shall apply to all offers, sales and deliveries by COMPUTER CONTROLS AG within Switzerland and the Principality of Liechtenstein. Differing terms shall only be valid if confirmed in writing by COMPUTER CONTROLS AG. Product orders received on customer order forms containing terms or provisions are accepted only on the condition that the contract is governed solely by COMPUTER CONTROLS AG's terms, irrespective of the terms or provisions contained in the Customer's order form. COMPUTER CONTROLS AG's liability or other obligations as contained in these general terms and conditions shall not be altered, expanded or restricted in any way by the acceptance and performance of such an order containing other terms.

2. Offers

All offers by COMPUTER CONTROLS AG shall be valid for 30 days from the date the offer was made or the contract underlying the offer expires, whichever comes first.

3. Changes and cancellations

In cases where the customer changes or cancels orders fewer than 75 days prior to the set delivery date, COMPUTER CONTROLS AG, as compensation, may demand from the customer up to 5 % of the list price of the products affected by the change or cancellation, together with possible damages. Should the customer cancel orders for specialty products or specialized services, COMPUTER CONTROLS AG may seek damages regardless of the time of cancellation. If a scheduled delivery date is postponed due to the customer's changing the order, COMPUTER CONTROLS AG reserves the right to make price changes.

4. Scheduled delivery dates

Scheduled delivery dates are non-binding, although they shall be adhered to insofar as possible. Delays in delivery do not entitle the buyer to rescind the contract, receive damages or make other claims. If delivery is delayed by more than twice the delivery date indicated, but at a minimum by more than 180 days, either party may rescind the contract, other claims being waived.

5. Packaging and shipment

Except as otherwise agreed, the costs of packaging and shipment to the customer shall be borne by the customer. COMPUTER CONTROLS AG shall not be liable for damage in transit. The latter, however, shall be reported in writing to COMPUTER CONTROLS AG by the customer within 8 days of receiving the products. A report by the carrier shall be attached.

6. Prices and payment terms

Prices are to be understood to be net 30 days invoice date, either duty paid Zurich or duty unpaid transit Swiss frontier. COMPUTER CONTROLS AG may at any time demand pre-payment or security for the price.

7. Acceptance

If no specific acceptance procedure has been agreed to, the customer is to check deliveries itself and provide written notice of any defects. If the customer omits to provide written notice of defects within two weeks of delivery, all functions shall be deemed to have been performed and the delivery accepted. If installations are carried out by COMPUTER CONTROLS AG, acceptance shall take place at the same time as the installation. If defects which could not have been discovered even upon careful acceptance testing should appear later within the warranty period, the customer shall report them to COMPUTER CONTROLS AG without delay; otherwise the delivery shall be deemed approved even in relation to such defects.

8. Warranty

COMPUTER CONTROLS AG warrants the quality of its products (hardware and software). The customer shall give prompt written notice of any defects in material or workmanship that should appear. COMPUTER CONTROLS AG agrees to eliminate such defects, resulting from use as intended of a product sold by COMPUTER CONTROLS AG, within a period since delivery to the purchaser set by COMPUTER CONTROLS AG, at no charge, subject to the following exceptions:

COMPUTER CONTROLS AG shall decide whether the defect is to be eliminated by repair or replacement of the defective part or of the entire product. COMPUTER CONTROLS AG shall determine the location at which the work is to be done. No price reductions are possible. Warranty obligations shall not exist in the following cases:

- a) For components or replacement parts with an operating life of less than one year, after the end of their expected operating life. The operating life shall be set by COMPUTER CONTROLS AG at its discretion, in accordance with indications given by the manufacturer.
- b) For electronic components and modules, the warranty shall expire when such parts are soldered in.
- c) Products or components complained of may be sent to COMPUTER CONTROLS AG only by agreement of the latter. The Customer shall assume the cost of transporting products or parts sent to COMPUTER CONTROLS AG as being defective. If the goods are not acknowledged by COMPUTER CONTROLS AG as being defective, the Customer shall also bear the costs of return transportation. All transportation costs shall be assumed by COMPUTER CONTROLS AG if it acknowledges the defect and additionally approves the shipment to itself.
- d) COMPUTER CONTROLS AG shall not be liable for products or parts not purchased from it or for claims attributable to parts not procured from it.
- e) COMPUTER CONTROLS AG shall be released from all warranty obligations in the event that repairs or modifications were carried out by other than COMPUTER CONTROLS AG employees,

except when the repairs or modifications have been preceded by COMPUTER CONTROLS AG's written consent.

f) There is no warranty for damages arising from improper handling or for products whose seal or leading has been breached.

g) The warranty obligation shall terminate upon a failure to meet the payment terms.

h) No liability is assumed for functional defects due to particular local conditions and influences.

The operating instructions and circuit diagrams accompanying the delivered products are subject to the manufacturer's general provisions. The ordering party may not derive any claims in recourse for data specified therein that deviate from the products. The customer shall be entitled to performance and consumption guarantees only insofar as expressly agreed. COMPUTER CONTROLS AG also warrants that the software delivered is executable insofar as it is installed on the corresponding equipment. However, no additional warranties – in particular of uninterrupted and error-free operation – can be given. COMPUTER CONTROLS AG's warranty obligations shall also cease if a defect is attributable to any of the following causes:

- improper preparation or maintenance of the installation site;
- improper or incorrect installation, operation or maintenance by the customer, or installation, operation or maintenance by the customer in a manner contrary to regulations;
- software not supported by COMPUTER CONTROLS AG or third-party products connected;
- product changes and repairs not approved by COMPUTER CONTROLS AG.

9. Liability

Except in cases of gross negligence or willful misconduct, where mandatory liability attaches, damages claims against COMPUTER CONTROLS AG and its agents are expressly excluded, regardless of legal grounds, thus in particular for indirect and consequential damages. Furthermore, COMPUTER CONTROLS AG shall not be liable for indirect damages incurred by the customer or third parties from the use of a defective product. COMPUTER CONTROLS AG software liability for data recovery is excluded unless COMPUTER CONTROLS AG has caused the destruction thereof willfully or with gross negligence and the customer has given its assurance that these data can be reconstructed at reasonable expense from data kept in machine-readable form.

10. Industrial property rights

In the event that claims are made against the customer for infringement of a Swiss industrial property right (including copyright) by the owner thereof due to the use of a product delivered by COMPUTER CONTROLS AG, COMPUTER CONTROLS AG shall defend the customer against such claims and pay any costs or damages awarded by the court or allowed by COMPUTER CONTROLS AG to the holder of the industrial property right. The prerequisite for this, however, is that the customer give COMPUTER CONTROLS AG prompt written notice of claims of this sort and that the judicial and extra-judicial settlement thereof be reserved to COMPUTER CONTROLS AG. If such claims are asserted, COMPUTER CONTROLS AG, at its expense, may either obtain

a license for the customer or change or replace the product. If none of these measures is possible at reasonable expense, COMPUTER CONTROLS AG shall take the product back and refund the purchase price paid to it, less an amount that takes account of the product's age. COMPUTER CONTROLS AG shall have none of the obligations to the customer specified here if an infringement of industrial property rights is based on the fact that a product delivered by COMPUTER CONTROLS AG is employed together with non-COMPUTER CONTROLS AG delivered products or is used or altered other than in accordance with the associated COMPUTER CONTROLS AG documentation. If the customer sells a COMPUTER CONTROLS AG product to a third party, the latter shall have the same rights upon infringement of industrial property rights as those granted to the customer, provided that the third party also assumes the obligations associated therewith. This provision contains all obligations of COMPUTER CONTROLS AG upon claims based on or connected with an infringement of industrial property rights. In principle, programs and documentation may be copied only for archival purposes, as a replacement or for troubleshooting.

11. Catalog

All catalogs and data sheets delivered by COMPUTER CONTROLS AG are non-binding. COMPUTER CONTROLS AG reserves the right to make changes in design, technical data and implementation.

12. Re-export

In accordance with an obligation undertaken towards the Department of Imports and Exports (*Abteilung für Ein- und Ausfuhr*), 3003 Bern, re-export of these goods is permitted only with the approval of such agency. This obligation is hereby transferred to the purchaser of the goods and, if the latter are passed on, it is to be transferred once again.

13. Applicable law and place of jurisdiction

Otelfingen shall be the place of performance for deliveries, service and payment. All legal relationships shall be subject exclusively to Swiss law. The place of jurisdiction shall be Zurich.