

M1 RE 009 GENERAL DELIVERY TERMS	M1	Unternehmensführung		INFOTECH <i>automation</i>
	01.06.18	V1.0	EF	

I. General Provisions

1. The General Delivery Terms (GDT) apply to all Infotech services as long as there are no written differing agreements have been made.
2. Customer orders must be made in writing and, in order to be binding, require an order confirmation which only applies to the contents of the agreement (unless otherwise agreed).
3. Infotech retains all rights to proposals, drawings, and other documents as long as nothing to the contrary has been contractually agreed upon. In particular, documents from Infotech may only be made available to third parties after prior approval. On requests of Infotech all documents have to be returned.
4. The delivered **software** remains the **sole property of Infotech**, even if license fees have been paid.

II. Prices and Methods of Payment

1. All prices are net prices in freely available Swiss Francs (CHF) - if there is no other agreement - and are ex works excluding packaging. All incidentals, including taxes, fees, etc. are the responsibility of the buyer, barring other agreements.
2. As long as nothing specific has been agreed upon, one third of the purchase price is payable upon order confirmation, and the balance upon delivery.
3. All invoices must be paid within 30 days of the invoice date. Discount deductions are not allowed. For late payments, interest of 3% will be charged starting on the 31st day after the invoice date, without prior reminder.
4. The buyer may only offset such claims that are undisputed or legally binding.

III. Methods of Delivery

1. The time of delivery begins with the order confirmation or after clarification of all technical details and any queries.
2. For as long as Infotech is hindered in executing or delivering the order due to force majeure, the delivery deadline will be suspended. Force majeure also includes serious conditions without fault such as strike, fire, enactments of import embargos, or a considerable increase of import duties as well as considerable delays by suppliers that are essential to executing the order.
3. Partial deliveries are allowed, as long as their acceptance can be expected of the buyer.
4. Installation work will be charged separately, unless agreed upon otherwise.

IV. Retention of Ownership and Security

1. Infotech retains ownership of its delivery until the invoice has been paid in full and is authorized under its own onus to register the reservation with the responsible registry.
2. In the case of resale, even in an integrated condition, the purchase price claim counts as being ceded to Infotech. The goods subject to retention of ownership may not be pledged nor conveyed as a security.
3. Furthermore, Infotech reserves the right to cede its invoices either in whole or part.

4. If a customer's financial situation deteriorates considerably during the term of an order, Infotech has the right to make its services dependent on a security. If this remains undone, Infotech is authorized to withdraw from the contract and to claim the resulting damages.

V. Risk Acceptance

1. The buyer assumes risk as follows:
 - a.) for deliveries without setup or installation: from point of shipping of the product or pick up. Upon request and at the expense of the buyer, deliveries from Infotech will be insured against usual transportation risks.
 - b.) for deliveries with setup or installation: on the day they products are taken over in the buyer's own company, or if agreed upon, after an error free probation period.
2. If the buyer ends up delaying acceptance, then he assumes all the risk.

VI. Warranty/Guarantee

1. Infotech offers a guarantee period of 12 months after the customer accepts responsibility.
2. The customer must check the delivery within 8 workdays and register any deficiencies in writing. Hidden deficiencies must be registered in writing within 8 workdays of their discovery. If this is not done, the goods are deemed to be approved.
3. Infotech must be awarded sufficient time and opportunity to correct any deficiencies. If this is denied, then Infotech is released from the warranty.
4. The warranty does not cover natural wear and tear or damages that occur after responsibility acceptance or as a result of incorrect or negligent treatment, excessive demand, unsuitable operational resources, among others.
5. Under no circumstances does the buyer have a claim to compensation for damages that are not related to the delivery, such as loss of production, loss of use, loss of orders, loss of profit, as well as other direct and indirect damages. This liability exclusion does not apply to illegal intent or gross negligence on the part of the supplier.

VII. Manufacturer's note

1. In any case Infotech is allowed to install a sign with the manufacturer's note.

VIII. Court of Jurisdiction and Applicable Law

1. The **court of jurisdiction** is **Solothurn**. However, Infotech has the right to summon the customer to his responsible court.
2. Swiss law is applicable (excluding the United Nations Convention on Contracts of the International Sale of Goods, CISG).