

1. General

These GBCs constitute the basis for all deliveries and performances. Other conditions specified by the ordering party will only be considered valid, if they are accepted explicitly in writing by Sotronik beforehand.

2. Scope of Deliveries and Performances

The deliveries and performances of Sotronik are defined in the offer or the confirmation of order.

3. Rights on Software, Know-How and Processes

3.1 Unless agreed to the contrary, the customer shall be entitled to use the assigned software, know-how, data carrier and the documentation to the specified extent himself, but is not permitted to pass the aforementioned onto a third party. Any extension, modification or copying of the software by the customer is subject to the prior and written consent of Sotronik. The customer shall affix or apply the same information concerning the patent rights to all modifications and copies as was provided on the original.

3.2 If software, documentation or other work results have been developed especially for the customer, and Sotronik is unable to execute the necessary adaptation in a market-conform manner, the customer is entitled to call upon Sotronik to provide the necessary document(s) and source codes, against a reasonable compensation, for the purpose of maintenance and further development.

3.3 The proprietary rights for the software and the know-how, as well as the right for further use remain in all cases with Sotronik, even if Sotronik delivers the source code, or if the customer should modify the software program or know-how drawings retrospectively.

4. Regulations in Country of Destination

Prior to the placement of the order and in due time, the ordering party shall draw the attention of Sotronik to any regulations and norms, which relate to the deliveries and performances, the operation of the object of delivery and also to the prevention of disease or accident, and have to be observed in the country of destination.

5. Deadlines

The parties shall agree on time schedules or individual deadlines. These times shall be considered as met, if the performances fulfil the agreed criteria. Deadlines will only be considered as binding if they are assured in writing. Such deadlines will lengthen to a reasonable extent if:

- a. Sotronik does not receive the data, which it needs for the execution of the order, in due time, or if the customer should modify the data retrospectively;
- b. the customer is behind with the work that he has to execute or is in default with the fulfilment of his contractual obligations, and especially if he does not meet the terms of payment;
- c. hindrances should occur that are beyond the powers or possibilities of Sotronik.

Sotronik is permitted to execute part deliveries. In the event of delay, however, the customer shall set Sotronik a reasonable time limit for the subsequent fulfilment. If Sotronik does not fulfil this requirement prior to the termination of the set time limit, the customer may dispense with the subsequent performance or withdraw from the contract, providing he makes a declaration to the effect within a period of three days.

6. Acceptance

The parties agree to the modalities of the delivery and acceptance. Should no particular acceptance procedure be agreed, the customer has the right to check the rendered performances himself. If an operative system was promised, the customer can call upon Sotronik to demonstrate the agreed fulfilment criteria to him. Unless agreed to the contrary, the customer is to declare any conceivable deficiencies in writing. Should he fail to make this notification within a period of four weeks after the delivery, all functions will be considered as fulfilled and the delivery as approved.

On the other hand, if an acceptance procedure is agreed and delayed for reasons for which Sotronik cannot be held responsible, the customer is still obliged to render payment according to the agreed contractual date.

7. Warranty

7.1 Sotronik pledges to exercise all due care, and that the services and products fulfil the characteristics assured in writing. Sotronik will not offer any warranty beyond the written assurances, or give any guarantee for the total attainment of all the expected goals.

7.2 The warranty does not cover any deficiencies or disorders, for which Sotronik cannot be held responsible, e.g. natural wear and tear, force majeure, improper handling, interventions of the customer or third parties, excessive loads/stress, unsuitable operating resources or extreme environmental influences.

7.3 Within the scope of the warranty, Sotronik will remedy any deficiency of the characteristics assured in writing, as well as all defects, which are evidently attributable to its lack of care. For such cases, the customer shall keep an irreproachable documentation of the defects on hand. Sotronik will exercise its warranty commitment according to its own discretion, namely at its works or the customer's premises. The costs incurred for the disassembly, transport, packing, travel and subsistence shall be borne by the customer. Replaced parts will be looked upon as the property of Sotronik. The warranty and limitation period will not be affected through the recognition and remedy of a defective part or component. No further claims will be accepted for guarantee. Above all, the customer will not be allowed to withdraw from the contract or claim compensation for consequential damages.

8. Purpose of Use, Liability

8.1 The deployment of the products and their employment for a specific purpose is exclusively the concern of the customer and effected on its own responsibility.

8.2 Sotronik will not accept any liability for damage incurred by customers or third parties, which is the direct or indirect result of use, possible faults or breakdowns etc.

8.3 Also excluded, in particular, is the liability for consequential damages, such as ceasing gain, claims for damage made by third parties or damage to recorded data.

9. Prices, Terms of Payment and Retention

9.1 If the period of validity of offers is not specified, they shall be binding for a period of 30 (thirty) days. Sotronik provides its performances for a fixed price or a price according to time and effort. Unless stated to the contrary, the prices are in Swiss francs, but do not include value-added tax (VAT), fees, duties, transport, packing, insurance, coaching and application support. They are net and payable within 30 (thirty) days after receipt of the invoice.

9.2 Every retention and return privilege of the customer for the deliveries and performances of Sotronik is herewith completely excluded.

10. Applicable Law and Place of Jurisdiction

The legal relationship is subject to Swiss law. Providing the agreements do not embody any specific rulings, the provisions for the contract will be in accordance with Art.394 ff OR (Law of Contract). The invalidity of individual provisions will not affect the validity of others. Place of jurisdiction is the headquarters of Sotronik.