

General Terms and Conditions of Business (GTC) of Meerstetter Engineering GmbH

for the delivery of component parts, devices, systems, hardware and software, licenses, and services

1. Scope

These General Terms and Conditions of Business constitute an integral part of all contracts entered into between Meerstetter Engineering GmbH (Supplier) and Customers (Buyers) concerning the delivery of component parts, devices, systems, hardware and software, licenses, and services, whether individually or in the desired combination. By placing an order with Supplier, Buyer indicates its agreement with these Conditions. Unless explicitly acknowledged, in whole or in part, in writing, Supplier is not bound by any business, delivery, or other conditions of Buyer – regardless of the form thereof - that seek to replace or modify these Conditions.

2. Technical Specifications

All technical specifications and data based on information provided by third-party manufacturers are exclusively to be regarded as suggested guidelines.

3. Prices

All price quotes are not binding until confirmed and Supplier reserves the right to adjust its prices till then at any time, without providing notice thereof or giving reasons therefore. Prices are net prices, i.e., they do not include (are without) VAT, export charges, custom duties, insurance, licenses and permits, notarizations, installations, startups, training, and application support. Transport, packing, and the prior issuing of export documents are invoiced separately.

4. Delivery Dates

Delivery dates and deadlines are only binding if the Supplier has agreed in writing to observe them. Such deadlines are to be extended accordingly if the Buyer is at fault for the delay.

Any possible failure to meet the delivery deadline does not entitle Buyer to refuse delivery, to immediately rescind the contract and/or to bring a claim for damages. In cases where Supplier is responsible for the delay in delivery, Buyer can only rescind the contract if Buyer has warned Supplier of its intent to rescind, has granted a reasonable grace period of at least 60 days, and this grace period has passed without performance on the part of Supplier.

5. Sales Contract

By placing an order for the goods of its choice, Buyer makes a binding offer to conclude a sales contract. Supplier is entitled to accept this offer within 10 workdays through delivery of the goods or sending a confirmation order. The contents of the contract are to correspond to those of the order and/or the order confirmation and/or the acceptance of the offer – and well as to the terms of these Conditions.

6. Delivery/Notice of Defects

Delivery takes place at the cost and risk of Buyer. The risk passes to Buyer upon the sending of the goods. Supplier can undertake reasonable partial deliveries. Ex works in accordance with Incoterms 2010.

7. Right of Return

Goods are only to be returned after prior agreement there over.

8. Payment Conditions

Unless otherwise agreed to, the invoice is to be paid without deductions therefrom and, at the latest, 30 calendar days from the date on the invoice. If Buyer is in arrears with payment, default interest is due in the amount of 8% of the amount owed. In addition, Buyer is to pay all processing fees.

9. Warranty

The warranty period is for 12 months from the date of delivery. If goods without defects are returned for repair under the warranty, then both the expenses incurred by Supplier thereby and the shipping costs therefore are to be borne by Buyer.

10. Liability

The liability for negligence of a slight to moderate degree as well as for any liability for suppliers of the Supplier is excluded.

Supplier is only liable for damages due to defect in title, as well as those due to intent and gross negligence (except for liability for bodily injury). Liability is otherwise excluded – regardless of the legal basis therefore – especially also in regard to loss of data and consequential damages. There is also no liability if Buyer is covered by insurance for the loss.

11. Right of Withdrawal

An order obligates the Buyer to accept the goods and services. Changes or cancellations of orders can be accepted or declined by the Supplier.

12. Protection of Data Privacy

Data provided by the Buyer is only used by the Supplier for fulfilling the order. Possessor of the data collection is the Supplier. Data is disclosed to the company commissioned for the shipping. Credit card data is processed by Postfinance AG (Switzerland) as payment service provider and neither processed nor stored by the Supplier.

13. Applicable Law/Jurisdiction

Legal relations between the parties are subject to Swiss law. UN Sales Law is expressly excluded. Bern is the sole place of jurisdiction. Buyer hereby expressly waives its ordinary jurisdiction. However, Supplier also has the right to bring suit against Buyer at Buyer's place of residence or business.

14. Severability Clause

If a provision of these Conditions is or proves to be invalid or impracticable, then the other provisions of these Conditions remain unaffected thereby.

These Conditions hereby replace all prior delivery and warranty provisions.

CH-3113 Rubigen, May 31, 2016