

# GENERAL SALES TERMS AND CONDITIONS OF DELIVERY

## 1 In General

- 1.1 The legal relationships between Sander Elektronik AG and the buyer or purchaser (hereinafter referred to as "Customer") are governed in the first instance by the written agreements entered into in the specific case. To the extent that no individual agreements have been made, these General Sales Terms and Conditions of Delivery form the exclusive basis for all business transacted between Sander Elektronik AG and the Customer. Therefore, business conditions or conditions of purchase of the Customer or a third party that deviate from these General Sales Terms and Conditions of Delivery are valid only if and to the extent that they have been expressly recognized in writing by Sander Elektronik AG. Sander Elektronik AG hereby expressly disagrees with the reference by a Customer to the Customer's own business conditions. If the **Customer objects to this rule, the Customer must immediately notify this to Sander Elektronik AG in writing**. In the case of a written objection, Sander Elektronik AG reserves the right to withdraw its offers and deliveries without replacement, and the Customer shall not be able to derive any type of claims whatsoever based thereon.
- 1.2 These General Sales Terms and Conditions of Delivery are binding if they are declared to be applicable in the offer or in the order confirmation of Sander Elektronik AG.
- 1.3 A contract materializes if the Customer's order has been accepted by Sander Elektronik AG in writing, via fax or via electronic channels (order confirmation). Sander Elektronik AG shall be free to reject orders without stating any reasons for its rejection.
- 1.4 In the event that individual provisions are or become invalid, this shall not affect the validity of the remaining contract provisions. In such a case, the invalid provision is to be reinterpreted in a sense such that, or be supplemented such that, the economic or legal objective intended by the provision will be achieved.

## 2 Technical Regulations

- 2.1 Unless agreed otherwise, the products of Sander Elektronik AG are in conformity with the IEC standards that are determinative at the time of the delivery.
- 2.2 The Customer shall ensure that the determinative technical regulations at the place of deployment are adhered to. To the extent such regulations deviate from the IEC standards, the Customer must request the necessary modifications, in writing and in detailed fashion, in connection with the order.

## 3 Conditions of Delivery

- 3.1 Unless agreed otherwise, delivery periods and delivery dates shall be deemed to be rough estimates. They relate to the supply of the ordered products at the factory of Sander Elektronik AG in Kleindöttingen ("ex works", according to Incoterms 2010).
- 3.2 Delivery periods commence upon the conclusion of the contract (Section 1.3) and as soon as all advance payments or collateral, if any, has been paid or provided, all technical questions have been clarified and all permits by authorities, if any, are on hand.
- 3.3 Delivery periods shall be reasonably extended if the Customer fails to fulfill its duties to cooperate or to pay, or fails to do so on a timely basis, or if delays occur based on force majeure, measures by authorities, operational disruptions or mechanical defects or based on the tardy or defective supply by subcontractors of raw goods, semifinished products or finished products.

- 3.4 If the Customer is in arrears on an advance payment or payment based on an earlier delivery, Sander Elektronik AG shall be entitled without further ado to wait with the execution of new orders or to hold back such new orders, in whole or in part, until all outstanding payments have been settled.
- 3.5 If a specific delivery date has been agreed upon, Sections 3.2 to 3.4 shall apply by analogy.
- 3.6 The Customer shall not be entitled, based on a tardy delivery, to any right of withdrawal or any other claims to a reduction in price or damages (neither for direct nor indirect damages). All liability on the part of Sander Elektronik AG as well as its auxiliary persons is therefore waived to the extent permitted by law.
- 3.7 Sander Elektronik AG shall be entitled to make partial deliveries. It shall bear any additional expenses arising therefrom, provided that these partial deliveries do not result based on a lack of cooperation or outstanding payments on the part of the Customer or based on the Customer's wish.
- 3.8 The risk and expense shall pass to the Customer as soon as the delivery or partial delivery is ready at the factory of Sander Elektronik AG to be picked up by the Customer or its freight carrier and this date has been notified to the Customer.

## 4 Prices and Terms of Payment

- 4.1 The prices listed in the catalogs and price lists and listed on the website of Sander Elektronik AG are indicative prices that are not binding as such. The price, range of products and products are subject to change at any time.
- 4.2 Only the prices named in a specific offer or in the order confirmation are binding. Offers are limited in time in accordance with the details set out in the offers. If the Customer orders lesser piece numbers than those offered, lower-volume surcharges or other surcharges may apply. For batteries and accumulators, the current market prices apply.
- 4.3 All prices of Sander Elektronik AG are to be understood as net "ex works" of Sander Elektronik AG in Kleindöttingen, Switzerland ("ex works", according to Incoterms 2010).
- 4.4 All costs for packaging, transportation, insurance, public taxes and fees (e.g., value-added tax, customs, export permits, transit permits and other permits, etc.) shall be borne by the Customer. To the extent that Sander Elektronik advances certain of these costs, these are to be reimbursed by the Customer.
- 4.5 Unless otherwise agreed, invoices are to be paid by the Customer within 30 days after the date of invoice, without any deduction. Sander Elektronik AG reserves the right, however, to demand advance payment, in whole or in part.
- 4.6 The payment dates are to be complied with even if the handover, transportation, acceptance or installation of the delivery is delayed or rendered impossible for reasons beyond the control of Sander Elektronik AG. The same applies if individual products are missing or defective.
- 4.7 If a Customer has several outstanding invoices, Sander Elektronik AG shall be entitled to count the Customer's payment(s) towards the oldest outstanding invoice(s), notwithstanding instructions of the Customer to the contrary.
- 4.8 The Customer acknowledges that a set-off of advance payments or payments for deliveries against claims of the Customer, if any, against Sander Elektronik AG is precluded. This shall not apply in the case of claims of the Customer that were expressly recognized for purposes of set-off by Sander Elektronik AG in writing or that were ascertained by a court with final force and effect.

4.9 The Customer shall pay default interest in the amount of 8% p.a. on late payments, even in the absence of any prior reminder.

4.10 Sander Elektronik AG shall remain the owner of the entire delivery until payment has been made in full (including any ancillary costs and default interest).

**5 Inspection of the Delivery and Notification of Defects in the Case of Overt Defects**

5.1 The products are to be carefully inspected by the Customer immediately upon receipt in terms of completeness (piece numbers), correctness (types) and for possible defects. Shipments with possible transportation damages are to be accepted under reservation and be notified to the responsible freight carrier immediately for purposes of clarification of the facts and the preservation of all rights.

5.2 Possible missing quantities, wrong deliveries and/or defects in the delivered products are to be communicated in writing to Sander Elektronik AG immediately, but within no more than 10 calendar days after the handover of the products to the Customer or its freight carrier at the factory of Sander Elektronik AG, together with an exact description of the discrepancies or defects that were ascertained. Once this period has expired without use, the delivery shall be deemed to have been approved with respect to missing quantities, wrong deliveries and overt defects.

**6 Warranty for Latent Defects**

6.1 With respect to defects that cannot be discovered even in the case of a careful inspection within the above-referenced inspection and notification period (Section 5.2) (so-called "latent defects"), Sander Elektronik AG issues a 24 months warranty on electronic modules and a 12 months warranty on rechargeable batteries from the date on which the delivery or partial delivery stands ready at the factory of Sander Elektronik AG to be collected by the Customer or its freight carrier and this date has been communicated to the Customer. The warranty relates to the assumed use of the products within the product specifications.

6.2 Latent defects, if any, are to be promptly communicated to Sander Elektronik AG within the warranty period, in writing and in detailed fashion. The Customer shall make the defective product available to Sander Elektronik AG upon request. The warranty extends to defects that are verifiably attributable to defective manufacturing, defective material or a failure to adhere to the determinative or agreed-upon technical regulations (Section 2 above).

6.3 The warranty is only valid if the corresponding batteries were supplied by Sander Elektronik AG.

Failures to function or malfunctions are precluded from the warranty if they are attributable to improper handling or storage, disregard of installation or operating regulations, manipulations to the product, defective maintenance, overloading or other excessive operational demands, damaging weather or other environmental influences, or chemical, electrolytic or electromagnetic influences and interferences with other products.

6.4 In a case covered by the warranty, either the defective product will be replaced or the Customer will be reimbursed for the invoice value, at the option of Sander Elektronik AG. All further liability on the part of Sander Elektronik AG or its auxiliary persons is waived to the extent permitted by law. In particular, there is no claim whatsoever on the part of the Customer or a third party to compensation for damages not arising to the delivered product itself, such as assembly costs, installation costs, loss of production, losses in usage, foregone profit or other direct or indirect damages or consequential damages caused by a defect, including, in particular, direct or

indirect damages of third parties that were caused by the failure to function or malfunction of the delivered products, etc.

**7 Special Obligations of the Customer**

7.1 The products may only be mounted/dismounted and serviced by trained high-voltage current specialists (electricians). **Attention: High-voltage current poses a life-threatening danger!**

7.2 The Customer is required to observe and comply with all general regulations as well as the determinative on-site regulations for the mounting/dismounting, operation and maintenance of the products. Further, the Customer is required to observe and comply with the product-related mounting, operating and maintenance instructions of Sander Elektronik AG. The emergency lighting units may be operated only with the lighting appliances approved by Sander Elektronik AG for the relevant type.

7.3 If the Customer delivers products of Sander Elektronik AG to third parties or has them installed by third parties, the Customer shall require such third party to agree in writing to comply with the regulations pursuant to Sections 7.1 and 7.2 above and shall ensure that the mounting, operating and maintenance instructions are made available to the third parties in a language that they can understand. Furthermore, these third parties are to be required to agree in writing to transfer the obligation pursuant to this Section 7.3 on any further purchasers.

7.4 If personal injuries, property damages or financial losses are inflicted through acts and/or omissions on the part of the Customer or one of its auxiliary persons, or its purchasers or sub-purchasers, etc., and if for this reason a claim is brought against Sander Elektronik AG, Sander Elektronik AG shall be entitled to a right of regress against the Customer. The Customer shall indemnify Sander Elektronik AG in full upon first request and shall also reimburse to it the costs of defending the claim.

**8 Intellectual Property**

8.1 The intellectual property to all products (including know-how) belongs exclusively to Sander Elektronik AG, which is solely entitled to register, as the case may be, industrial property rights (patents, designs, topographies, etc.). Sander Elektronik AG is entitled without restriction to all intellectual property rights to the software and firmware, the technical drawings, the configuration of the products, the mounting, operating and maintenance instructions and to other documents. Unless expressly agreed otherwise in writing, this rule shall also apply if Sander Elektronik AG carries out customer-specific modifications or developments.

**9 Applicable Law, Place of Performance, Place of Jurisdiction**

9.1 All legal relationships between Sander Elektronik AG and the Customer shall be governed by Swiss substantive law, to the preclusion of the Convention of the United Nations on Contracts for the International Sale of Goods dated April 11, 1980.

9.2 The place of performance for all performance is the Swiss registered office of Sander Elektronik AG.

9.3 **The courts at the Swiss registered office of Sander Elektronik AG shall have exclusive jurisdiction** with respect to all disputes between the Customer and Sander Elektronik AG. Sander Elektronik AG, however, shall nonetheless be entitled to bring action against the Customer at any other permissible place of jurisdiction.

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