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**General terms and conditions for devices and systems**  
**Getriebebau NORD AG**

**§ 1 Application**

- 1) These terms and conditions shall apply if the parties involved approve them explicitly or implicitly. Any changes shall only be valid if confirmed in writing by Getriebebau NORD AG (hereinafter referred to as Supplier).

**§ 2 Means of communication**

- 1) The parties involved communicate in oral or written form, or via electronic data interchange techniques.
- 2) The written form includes letters, protocols, drawings, plans, telefax messages, e-mails and any other forms of transmission that may be evidenced by text or image. "By signature" requires a handwritten signature or a qualified (advanced) digital signature.

**§ 3 Contract conclusion and scope of services**

- 1) Offers by the Supplier shall be non-binding. This shall likewise apply to orders via the myNORD internet portal. A legally binding contract shall not be concluded until the written issue of the order confirmation by the Supplier.
- 2) The order confirmation shall be decisive for the scope and specification of the products and services. Services that are not explicitly guaranteed, that is documentation, programming, customizing, installation, commissioning, training and application support, shall not be part of the scope of services.

**§ 4 Customer's information obligation**

- 1) The Customer shall be obliged to inform the Supplier of specific technical prerequisites or legal, official or other provisions at the place of destination in good time, provided these are of significance.

### **§ 5 Documentation**

- 1) In case the documentation is not part of the scope of services, the Customer may receive it in its usual form at extra cost. If the Customer wishes documentations in special forms or in additional languages, this shall be agreed separately.
- 2) Variations in the documentation, that is descriptions and figures, are permitted, provided the documents fulfil their purposes.

### **§ 6 Software and expertise**

- 1) The Customer may use the software, work results, expertise, data media and documentations entrusted to him under the existing licence terms. In the absence of such terms and if the extent of utilisation rights is not evident from the transmission purpose, the Customer and his buyers have only the right of use with the respective corresponding product, but not to make independent sales, distribution, reproduction, extension or alteration.
- 2) The property and the right to further use are reserved by the Supplier or his licensors, also in the event that the Customer changes the computer programs, work results or expertise documentations afterwards.
- 3) The Customer shall take the measures needed to protect computer programs, work results and documentation from unwanted access or misuse by unauthorised third parties.
- 4) The Customer may create the necessary backups. He shall label them accordingly and keep them separately and safely.

### **§ 7 Place of fulfilment and transport**

- 1) Unless a particular place of fulfilment has been agreed or results from the nature of the business, the Supplier may provide the products and services at his place of business.
- 2) In case the Supplier delivers products to another location, the Customer shall bear the risks and costs related to the transport, as well as the charges for packaging and customs clearance, even if the transport is organised by the Supplier.
- 3) If the Supplier provides services at another location, the Customer shall compensate the travel and accommodation costs.

### **§ 8 Use**

- 1) The Customer shall be responsible for the use of the products and services, as well as their combination with other products, that is informatics or electrical devices and systems. He shall take reasonable precautions and consider the manufacturer's and Supplier's instructions.
  - 2) The Customer shall be obliged to pass on all safety-relevant information in a suitable form to the users.
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### **§ 9 Deadlines**

- 1) Only deadlines confirmed in writing are binding. Those deadlines shall be extended appropriately,
  - a) if the Supplier does not receive information needed for the execution in time, or if the Customer changes them subsequently;
  - b) if the Customer is in arrears with the work to be carried out by him or with the fulfilment of his contractual obligations, in particular if he fails to observe the terms of payment.
  - c) if obstacles occur which cannot be influenced by the Supplier, such as natural disasters, mobilisation, war, riots, epidemics, accidents and illness, major breakdowns, labour disputes, late or faulty supplies, and official measures.
- 2) The Supplier may effect partial deliveries.
- 3) **In case of delays, the Customer shall be obliged to set a reasonable grace period for the Supplier to subsequently fulfil the contract. If the grace period is not kept and if it was unreasonable to expect the Customer to accept further delays, he may cancel the contract, provided he gives notice within three working days after expiration of the grace period.**
- 4) **Where the blame for the delay lies with the Supplier and there is proof thereof, the Customer is entitled to compensation for actual damage despite subsequent fulfilment or contract cancellation. Compensation shall be limited to one per cent per week, up to a maximum of ten per cent, measured against the value of the delayed delivery. Further claims arising from delivery delays are excluded.**

### **§ 10 Acceptance**

- 1) Unless specific acceptance procedures have been agreed, the Customer shall check all products and services himself.
- 2) Immediately after receipt, the Customer shall check the delivered products with regard to identity, quantity, transport damage and accompanying documents. The Customer shall also check the products and services with regard to further defects as soon as possible.
- 3) The Customer shall be obliged to report any defects in writing without delay. Products and services are considered accepted if they are economically used during more than 20 working days.
- 4) Hidden defects that could not have been detected during a detailed inspection must be reported immediately after their detection in writing.

### **§ 11 Defects**

- 1) The Supplier shall guarantee all the due care, and that his products and services fulfil the guaranteed properties. Moreover, he shall be liable for the functional capability of the product to the extent of use announced in writing by the Customer before contract conclusion.
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- 2) The Supplier shall not be liable for the results the Customer wants to achieve using the products and services.
- 3) Faults and malfunctions that the Supplier is not responsible for are excluded from the liability for defects, that is natural wear, force majeure, improper handling, customer or third-party intervention, excessive use, unsuitable operating materials, interferences caused by other machines or systems, unstable power supply, special climatic conditions or unusual environmental influences.
- 4) The Customer shall not assert claims on account of an insignificant defect. Defects are considered insignificant if they do not affect the use of products and services.
- 5) In case of significant defects, the Customer shall be obliged to set a reasonable grace period for the Supplier to correct the defects (rework or replacement delivery). For this purpose, the Supplier shall be granted free access to all premises. Disassembly, assembly, transport, packaging, travel and accommodation costs shall be charged to the Customer. Replaced parts become the property of the Supplier.
- 6) Periods of warranty and statutory limitation are 12 months. They shall not be interrupted by acknowledgement or remedy of a defect.
- 7) **If corrective actions fail, the Customer is entitled to a reasonable price reduction. He may only cancel the contract if it was unreasonable to expect him to accept the products or services.**
- 8) **Where the blame for the defect lies with the Supplier and there is proof thereof, the Customer is entitled to compensation for actual damage up to a maximum of twenty per cent of the value of the defective delivery, despite the elimination of defects or contract cancellation. Compensation for loss of profit and other financial losses is fully excluded.**

#### **§ 12 Further liability**

- 1) In cases where the Supplier's fault is proven, the Supplier shall be liable within the scope of his liability insurance for further personal injury and material damage that arise to the Customer. Further claims arising from the conduct of auxiliary persons are excluded.

#### **§ 13 Prices and terms of payment**

- 1) Unless otherwise noted, the prices are in Swiss francs without value-added taxes, charges, freight, packaging, insurance, authorisations and certificates. They are due for payment net within 30 days after invoicing.
  - 2) The Customer may only offset against counterclaims with the Supplier's signed consent.
  - 3) If the Customer does not observe the payment date, he shall be liable, without separate reminder, for the payment of an interest on arrears of eight per cent with effect from the due date.
  - 4) In case of delayed payment, the Supplier reserves the right to
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- a) declare that all claims arising from the business relations with the Customer become due for payment without delay, even if they do not originate in the same legal relationship.
- b) grant the Customer a reasonable grace period for all due payments, and, if the Customer does not pay the entire amount due within this period, cancel the contract and reclaim the delivered products and services.
- c) make the further fulfilment of payments conditional on the appropriate securities of the Customer, including advance payment, even if they do not originate in the same legal relationship.

#### **§ 14 Confidentiality**

- 1) Both parties obligate themselves and their employees to not disclose to third parties all information from the other's business area that is not readily accessible or generally known, and to make every effort in making this information inaccessible to third parties. In the course of its usual business activity, each party may however make further use of the knowledge acquired during the business process.

#### **§ 15 Export**

- 1) The Customer shall be responsible for compliance with all relevant national and international export regulations.

#### **§ 16 Choice of law and jurisdiction**

- 1) This legal relationship is subject to Swiss law.

**Place of jurisdiction shall be 9200 Gossau SG.**

The Supplier, however, may also invoke the court which has jurisdiction at the Customer's place of business.

As of September 2017

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