

# General Terms and Conditions

SYNELTRO GmbH, CH-5103 Moeriken

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## **1 Delivery**

### **1.1 *Prices***

Prices in CHF, excl. VAT

### **1.2 *Offers***

Validity is 30 days

If a business deal does not take place, SYNELTRO GmbH reserves the right to charge a fee for extensive offers.

### **1.3 *Payment***

30 days net.

The confirmation and execution of orders may be subject to a security payment or partial payment.

### **1.4 *Delivery***

Delivery time in accordance to the offer. If the delivery time cannot be met due to delays caused by the customer (information flow, test data, etc.), the resulting additional expenses for engineering according to SIA recommendations can be applied and charged. The delivery date then shifts to at least the delay time caused.

Installation and instruction are not included in the price, unless otherwise stated.

### **1.5 *Acceptance***

No later than 14 days after delivery. After this period, the delivery shall be deemed accepted.

### **1.6 *Retention of Title***

Delivery remains the property of SYNELTRO GmbH until the date of full payment.

### **1.7 *Warranty***

Interventions and repairs which occur due to incorrect operation, self-performed installations, or interference with other devices or software is not covered by the warranty and can be charged to the customer.

### **1.8 *Specifications***

According to specification or offer or in accordance to the manufacturer's documentation.

## **2 Engineering- und Installation**

### **2.1 *Engineering***

The term engineering refers to all activities in which the nature and scope of a project at the beginning cannot exactly be determined. These are in particular: working out of specifications, concepts or solutions, electronic-and mechanical development, programming, etc. Normally framework estimates are made and are later offered in detail according to the development of the concept.

## **2.2 Installation**

Installations in the customers environment are only executed with the approval of the customer. SYNELTRO GmbH assumes no liability for any damage or malfunction of systems, which are caused directly or indirectly by the installation work.

## **2.3 Rates**

Work that is not offered in an offer for a fixed price, is based and charged at hourly rates recommended by SIA as follows:

Level A:	CHF	210.00	excl. VAT
Level B:	CHF	180.00	excl. VAT
Level C:	CHF	155.00	excl. VAT
Level D:	CHF	132.00	excl. VAT
Level E:	CHF	110.00	excl. VAT

Plus expenses.

## **3 General**

### **3.1 Liability**

Any liability, in particular for consequential damages is rejected.

### **3.2 Copyrights**

Unless otherwise agreed, SYNELTRO GmbH is the owner of all copyrights on their products according to the Swiss Copyright Laws. SYNELTRO GmbH reserves the right to make copyrights public in the delivered product.

### **3.3 Applicable Law and Jurisdiction**

All events of dispute fall exclusively under the jurisdiction of Swiss Law. The place of jurisdiction is Lenzburg / AG.

### **3.4 Validity**

By placing an order, the customer understands and accepts the aforementioned terms and conditions.

### **3.5 Changes**

Changes can be made anytime without prior notice.

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