General Terms and Conditions

SYNELTRO GmbH, CH-5708 Birrwil

1 <u>Delivery</u>

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 as follows:

Level A:	CHF	220.00	excl. VAT
Level B:	CHF	180.00	excl. VAT
Level C:	CHF	160.00	excl. VAT
Level D:	CHF	140.00	excl. VAT
Level E:	CHF	120.00	excl. VAT

Plus expenses.

3 <u>General</u>

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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