



Qualitätsmanagementhandbuch

700 Produkt- und Dienstleistungsrealisierung

720 Kundenbezogene Prozesse

722 Kommunikation mit Kunden

Allgemeine Geschäftsbedingungen

Ausgabestelle

GL / Dipl. Ing. FH A. Aebersold

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NSE AG - General Terms and Conditions of Delivery

The NSE business conditions of delivery strive for a well ordered running of business in the area of automation, electronics, services and engineering. The following general terms and conditions set out the fundamentals for the delivery of parts, appliances, systems and services.

Thereby, the delivery can consist of a product or a service, hardware or software, or an integration of different products and services rendered. Depending on the type of business, the NSE general terms and conditions shall be replaced by special terms and conditions, or supplemented by sample contracts and special clauses.

1. Validity

The NSE conditions are binding when explicitly or tacitly recognised by the parties. Any alterations and relating agreements only come into effect when confirmed in writing by the NSE.

2. Means of Communication

The parties shall communicate with each other verbally, in writing, or by means of electronic data exchange.

In writing refers to letters, protocols, drawings, blueprints, faxes, E-mails and other forms of conveyance that can be verified by way of text or picture. Undersigned means that a signature by ones own hand or an appropriate electronic signature is necessary.

3. Range, Fulfilment and Place of Delivery

For range and execution of the delivery the confirmation of order takes precedence, or where it is not evident -the offer made by the NSE.

Alterations to the confirmation of order are permissible in as far as the product has the same functions or the services fulfil the same purposes. The NSE has no obligations to make alterations to products and services that have already been produced or delivered.

If no particular place for execution of delivery is specified by the parties or is unclear as to the nature of business, the domicile of NSE shall be construed as the place of execution of delivery. When NSE supplies products to another place, the customer bears the risks and costs of the transport as well as the charges of the packing and customs clearance even if the NSE organizes the transport. When NSE renders its services at another place, the customer pays the journey and stay costs in accordance with the current fee structure.

4. The Customer's Duty to Inform

At the destination of delivery the customer must give the NSE timely notice of any technical requirements as well as legal, governmental and other regulations, so long as they are of significance.

The parties revise the data submitted and advise the other party immediately by incorrectness. If a party regards changes of the transmitted information as required, it has to inform the other party whithin serviceable time.

5. Documentation

The customer is entitled to a customary instruction manual from the NSE. The NSE shall at an added cost provide supplementary editions or documentation, which is not available in a desired language.

Alterations in description and illustrations of the documentation are permitted in as far as they meet the desired ends.

6. Software und Know-how

The customer may utilise software, work results, know-how, data carriers and documentation left at his disposal, as far as it is within the framework of the existing licence conditions. In the absence of such conditions and when the purpose of utilisation is not evident, the customer and the end user have only the right of use with the respective corresponding products, but not to make independent sales, distribution, reproduction, extension, or alterations.

Ownership and the right to further use remain with the NSE or his licensor, also when the customer subsequently changes the computer program, work results or know-how blueprints.

The customer shall take essential precautions to protect against the undesired access or misuse of computer programs, work results and documentation by an unauthorised party. The customer may make necessary backup files. He shall correspondingly mark and classify as well as keep them under lock and key.

7. Application

The customer is responsible for the installation and the application of the product as well as the combination with other products. He is to take due care and attention as well as conform to manufacturer and NSE guidelines.

For the security of all relevant information, the customer is obliged to pass on such information to the user in a suitable form.

8. Disposal

After use of the delivered product the customer has a duty to dispose of it at his own cost, or bind his buyer with a duty of disposal.

The customer exempts the NSE from all duties of disposal, namely, any possible duty to take back goods, disposal costs, and any related claims of a third party.

The limitation period of the above mentioned duties and exemption thereof shall continue for two years following cessation of use of the product.

9. Delivery dates

Only delivery dates pledged in writing are binding. Such delivery dates are deemed appropriately prolonged,

- a) if the details of the NSE that are necessary for delivery do not arrive in time, or when the customer subsequently alters them.
- b) if the customer is behind schedule in the execution of his contractual obligations, particularly when he does not meet the conditions of payment.
- c) if hindrances occur outside the responsibility of the NSE like natural disasters, mobilisation, war, insurgency, epidemics, accident and illness, substantial business breakdown, work disputes, delayed or faulty deliveries, as well as governmental measures.

The NSE can affect partial delivery.

In cases of delay the customer shall grant the NSE an appropriate time extension to carry out works outstanding. Where the time extension is surpassed and further delays are unacceptable for the customer, he may declare nullification of the contract, providing he communicates it within three working days following expiry of the deadline.

Where the delay in the deadline is the fault of the NSE and there is proof thereof, despite works outstanding being carried out, or nullification of the contract, the customer can claim compensation for real damage. Compensation is limited to one percent per week, at the most ten percent of the calculated value of the delayed delivery. Further claims to delays in delivery are excluded.

10. Acceptance

Unless a quality control procedure has been agreed to, the customer shall quality control the products and services himself.

On receipt of the incoming products, the customer shall immediately control them and pay attention to identity, quantity, damage through transport, and accompanying documentation. The customer shall check for further defects in the product and services as soon as possible.

Products and services are validly accepted if no notice of defects is made within ninety days following delivery, or if the products and services are commercially utilised for more than twenty days.

The customer must give written notice of all defects immediately after their discovery.

11. Defects

The NSE shall endeavour to take the required due care and attention. In addition all his products and services must fulfil all the expressly warranted characteristics. Thereupon he is liable for the qualitative well being of the application within the perimeters communicated by the customer in writing before conclusion of the contract.

Excluded from liability for defects are faults and malfunctions that are not the responsibility of the NSE, like natural wear and tear, acts of god, inappropriate handling, encroachment by the customer or a third party, undue demands, unsuitable means of production, disruptions caused by other machines and equipment, instable electrical supply, particular climatic conditions, or unusual environmental influences. The customer shall make no claims for negligible defects. Negligible defects are namely those that do not affect the application of products and Services.

In cases of substantial defects the customer shall grant the NSE an appropriate time extension for their elimination (correction or spare parts delivery).

The NSE shall eliminate the defects as he sees fit, at his own premises or that of the customer, who must facilitate access for the purpose.

The costs for disassembly and assembly, transport, packaging, travelling and accommodation are to be borne by the customer. Spare parts will be the property of the NSE.

The warranty period and statutory period of limitations are twelve months. These will not be discontinued in the event of a defect being recognised or eliminated.

Should the elimination of the defect fail, the customer is entitled to a price reduction. He can only declare nullification of the contract if the

acceptance of the product or services is unacceptable.

Where the blame for the defect lies with the NSE and there is proof thereof, despite the elimination of defects, price reduction, or nullification of the contract, the customer is entitled to compensation for real damage, in any case twenty percent of the value of the defective delivery. Entirely excluded is compensation with regard to incoming profit and further damage to assets.

12. Further Liabilities

The NSE assumes liability within the framework of his liability Insurance personal and material damage, where the customer can prove the NSE is to blame. Further claims namely for the behaviour of vicarious agents are excluded.

13. Prices and Conditions of Payment

Unless otherwise stated the prices are in Swiss Francs without value added tax, taxes, duties, transport, packaging, insurance, permits, authentication, installation, execution, schooling, and application support. They are payable net within thirty days of date of invoice.

Should the customer cause interruptions in the contractual development the NSE is entitled to adjust the price accordingly.

If the time of payment is bound to an acceptance and this is delayed for reasons, which NSE takes no responsibility, the due date of the payment is related to the date the delivery was ready.

Where the customer has counter claims he may only settle the account with the undersigned consent of the NSE.

Should the customer not meet the payment deadline he shall pay interest of eight percent a year from the due date of payment.

In case of delay of payment the NSE may

a) set an appropriate time extension. If the customer does not settle the whole amount in this time he may declare nullification of the contract and demand the return of the products and services.

b) declare, that all payments from this business connection immediately get due even if they don't date from the same legal relationship.

c) condition the further fulfilment of performances (incl. reparation), even if they don't date from the same legal relationship, to suitable securities of the customer including cash in advance.

14. Discretion

Neither of the parties shall disclose any information relating to the business practices of the other to a third party, be it generally accessible or generally known. Both must take all precautions to prevent the access of this

information to a third party. On the other hand either party may further apply know-how in their original business activities that promote business development.

The parties are obliged to extend these confidentiality obligations to all their staff, employees and assigned personnel.

15. Export

The customer is responsible for conforming to all pertinent national and foreign export regulations.

16. Binding Law and Locality of Court

These legal relations are bound by Swiss Law. The locality of court is in the domicile of the NSE. The NSE may also seek legal redress at a court in the domicile of the customer.

Wohlen, 11.07.2008

NSE AG