

General Terms and Conditions of Sale and Delivery

1 General

- 1.1 With effect from November 28, 2017, all offers, sales and deliveries of Naviswiss AG (hereinafter "Naviswiss") are subject exclusively to these General Terms and Conditions of Sale and Delivery (hereinafter "GTS") if and to the extent that these GTS are not amended by an individual written agreement between Naviswiss and a buyer or a recipient of an offer or a delivery (hereinafter collectively "Customer" or "Customers").
- 1.2 General terms and conditions of business of a Customer are applicable only if and to the extent that Naviswiss approves them in writing.
- 1.3 Naviswiss reserves the right to amend these GTS at any time.

2 Offers

- 2.1 Unless otherwise stated, the validity of an offer of Naviswiss is limited to 90 (ninety) calendar days from the date of the offer.
- 2.2 All offers are made by Naviswiss without obligation and merely represent invitations to Customers to place orders.

3 Orders

- 3.1 An order is accepted only if Naviswiss confirms it in writing.
- 3.2 If a delivery is made by Naviswiss prior to issuing an order confirmation, the invoice of Naviswiss shall be deemed as Naviswiss' confirmation of the order and no other order confirmation is issued by Naviswiss.

4 Prices

- 4.1 Deliveries and sales prices of Naviswiss are shown ex works Brugg, Switzerland (EXW Incoterms 2010).
- 4.2 An order is subject to the prices and conditions that are valid on the day on which the order is recorded by Naviswiss.

5 Delivery

- 5.1 The period of delivery is to be agreed between the Customer and Naviswiss in writing and for each order individually.
- 5.2 Naviswiss is entitled to effect partial deliveries; partial deliveries are invoiced by Naviswiss after dispatch.
- 5.3 If no other instructions are given by the Customer, the delivery route and means of transport shall be chosen at the discretion of Naviswiss.
- 5.4 The Customer bears the transport risk and the entire delivery costs, including delivery and insurance fees, custom duties, taxes and similar.
- 5.5 The Customer does not acquire any rights against Naviswiss arising out of delays or non-delivery, irrespective of the causes. In case of (partial) non-delivery, the Customer who made a prepayment for the delivery receives a corresponding refund from Naviswiss.

6 Complaints

- 6.1 The Customer must inspect the condition of a delivery as soon as feasible in the normal course of business and notify Naviswiss in writing and in sufficient detail of any defects for

which Naviswiss is liable without delay after receipt of the delivery.

7 Warranty

- 7.1 Naviswiss' warranty for a defective product is limited to **2 (two) years** from the date of dispatch of a product to the Customer.
- 7.2 All warranty claims must be notified to Naviswiss in writing and include sufficient detail about the defective product.
- 7.3 Naviswiss accepts no liability under warranty, in particular, for the defect of a product caused by
 - (i) the inappropriate use, storage or maintenance of a product;
 - (ii) the normal wear and tear of a product; or
 - (iii) any repair work carried out by a Customer or a third party without Naviswiss' prior written consent.
- 7.4 If Naviswiss does not reject the warranty claim based on the description of the defect provided by the Customer and subject to other instructions given by Naviswiss, the Customer must return the defective product to Naviswiss at its own expense and risk.
- 7.5 Naviswiss will inspect the returned defective product and inform the Customer in writing if the warranty claim is accepted or rejected.
- 7.6 If a warranty claim is accepted, Naviswiss will repair or replace a defective product.
- 7.7 The repaired product or a replacement product will be delivered to the Customer at the expense and risk of Naviswiss.
- 7.8 If a warranty claim is rejected and subject to the prior approval of the Customer, Naviswiss will return the defective product to the Customer at the expense and risk of the Customer.
- 7.9 The defective product becomes the sole property of Naviswiss without compensation, and Naviswiss is free to either keep it and to use it for its own purposes or to dispose of it, in the following cases:
 - (i) If the defective product is replaced by Naviswiss;
 - (ii) If the Customer does not wish Naviswiss to return the defective product; or
 - (iii) If Naviswiss does neither receive the approval to return the defective product nor any other instructions from the Customer within 90 (ninety) calendar days from the notification of the Customer of the rejection of the warranty claim.
- 7.10 For a third-party product that is resold by Naviswiss, Naviswiss' warranty is limited to the warranty assumed by the supplier who sold this product to Naviswiss.
- 7.11 For any repaired product or replacement product, only the remaining part of the original warranty period applies and no new warranty commences.

8 Liability

- 8.1 The liability of Naviswiss is subject to the applicable statutory provisions.
- 8.2 Claims for damages against Naviswiss due to the impossibility of performance, breach of contract, breach of precontractual obligations, and tort are excluded, except where a damage is caused by Naviswiss intentionally or by gross negligence.
- 8.3 In any event and to the extent permissible by law, Naviswiss will not be liable for any indirect damages irrespective of their legal grounds.
- 8.4 If the liability of Naviswiss is excluded or restricted, this also applies to the personal liability of the governing officers, employees, representatives, vicarious agents and substitutes of Naviswiss.
- 8.5 Customers may not assign any claims against Naviswiss or against the governing officers, employees, representatives, vicarious agents and substitutes of Naviswiss to any third party.

9 Intellectual property

- 9.1 All intellectual property (such as e.g. patents, trademarks or the company designation) related to a product of Naviswiss remains at all times the sole property of Naviswiss.
- 9.2 The Customer may not use the intellectual property of Naviswiss without the prior written approval of Naviswiss.

10 No technical advice on use

- 10.1 The Customer is exclusively responsible for the application, use, storage and maintenance of the products purchased from Naviswiss.

11 Reservation of ownership

- 11.1 Naviswiss reserves the ownership of a delivered good until Naviswiss has received the agreed purchase price for it in full. For products delivered to a Customer in Switzerland, Naviswiss is entitled to arrange for a corresponding entry in the respective register of goods that are subject to reservation of ownership. For products delivered to a Customer outside of Switzerland, Naviswiss is entitled to take actions to secure its ownership according to the applicable foreign legislation.
- 11.2 Before having paid for a delivered product in full, the Customer may neither pledge nor assign the delivered product as security.
- 11.3 The Customer must treat the product that is subject to the reservation of ownership with due care and adequately protect it, in particular, against damage and theft.
- 11.4 The Customer may process and sell goods under reservation of ownership in the normal course of business.
- 11.5 Until the ownership of a product is transferred, the Customer must immediately inform Naviswiss of any attachment or detriment of Naviswiss' rights by a third party.
- 11.6 If the Customer fails to adhere to its obligations, the Customer will be held liable by Naviswiss for any damages caused.

12 Payment

- 12.1 Unless otherwise agreed between Naviswiss and the Customer, the Customer must pay the purchased products to Naviswiss in full and, in particular, without the deduction of any remittance fees, in advance, i.e. prior the delivery of the purchased products.
- 12.2 Individual payment terms agreed between Naviswiss and a Customer become invalid with immediate effect if the Customer fails to pay any debts owed to Naviswiss in due time, or if Naviswiss becomes aware that the payment for a pending delivery to the Customer is jeopardized. In these cases, Naviswiss has the right to either execute the pending delivery against advance payment only or to withdraw from the respective contract with the Customer.
- 12.3 If a Customer owes money to Naviswiss for different deliveries, a payment made by the Customer is always deducted from the oldest debt, regardless of the Customer's instructions.
- 12.4 A Customer is not entitled to withhold any due payments by reason of a counterclaim, set-off, adjustment or other right, and a Customer may not set off a payment against any such claim.

13 Confidentiality

- 13.1 The Customer must, during and after the end of the business relationship with Naviswiss, treat all details of the business relationship with Naviswiss as well as Naviswiss' business secrets in a strictly confidential manner. Offers made by Naviswiss are also deemed to be of a confidential nature.
- 13.2 The Customer shall also impose this obligation upon his managing officers, employees as well as involved third parties.
- 13.3 Any breach of this obligation entitles Naviswiss to demand compensation and to withdraw from all legal agreements with the Customer with immediate effect.

14 Severability

- 14.1 The invalidity of any provisions in this GTS shall not affect the validity of the other provisions.
- 14.2 An invalid provision shall be replaced by a valid provision that results in the same economic purpose envisaged by the invalid provision.

15 Applicable law

- 15.1 All legal relationships between Naviswiss AG and a Customer are governed by Swiss law.
- 15.2 The UN Convention on Contracts for the International Sale of Goods shall not apply.

16 Place of jurisdiction

- 16.1 The ordinary courts at the registered office of Naviswiss have exclusive jurisdiction for the judicial assessment of all disputes between a Customer and Naviswiss.
- 16.2 Naviswiss is however also entitled to bring claims against a Customer before any other responsible court of law.