

General Terms and Conditions

1. Scope and applicability

The General Terms and Conditions (hereinafter "GTC") of ASSMANN IT-Solutions AG apply for all services and products which ASSMANN IT-Solutions AG offers and sells. Both natural and legal persons who maintain business relations with ASSMANN IT-Solutions AG are referred to by us as customers. Sale and delivery take place exclusively according to the GTC of ASSMANN IT-Solutions AG. Any conflicting or differing Terms and Conditions of the Customer are NOT recognised unless ASSMANN IT-Solutions AG has expressly agreed in writing to their applicability. All changes, additions or agreements with legal consequences must be in written form in order to be deemed valid.

2. Offer, order, prices

All offers by ASSMANN IT-Solutions AG are non-binding – we only consider an order as accepted when we have issued a written confirmation. The current prices can always be accessed in our online shop at www.assmann-it.ch. Price changes and errors excepted. Furthermore, differing agreements between ASSMANN IT-Solutions AG and the customer are reserved. Prices for the products and services are purely net, exclusive of sales tax (VAT). Ancillary costs such as costs for packaging, shipping and insurance are not included in the prices. Orders for which fixed prices were not expressly agreed will be calculated at the list prices applying on the day of delivery. ASSMANN IT-Solutions AG reserves the right to make changes to the price list at any time without giving prior notice. Additional support is not included in the product price. Legal taxes such as SUIISA or SWICO will be shown separately.

3. Delivery dates and withdrawing from orders

The delivery dates given by ASSMANN IT-Solutions AG are based on information from our suppliers and depend on punctual delivery on the respective dates. However, ASSMANN IT-Solutions AG cannot give any guarantee whatsoever for this and cannot be made liable under any circumstances for consequential damage incurred by the customer due to a late delivery. The customer can only withdraw from his order if ASSMANN IT-Solutions AG is also able to cancel their order from the supplier. UNDER NO CIRCUMSTANCES can goods be returned which were ordered specifically for the customer and marked as such in the order confirmation. Withdrawal from an order by the customer, for whatever reasons, always requires the written agreement of ASSMANN IT-Solutions AG.

4. Shipping, transfer of use and risk, small quantity surcharge

Goods are normally shipped ex warehouse of ASSMANN IT-Solutions AG. If nothing else has been agreed, all deliveries including return shipments are made at the risk and expense of the customer. All additional costs such as express deliveries or payment on delivery shipments will be charged additionally. The risk passes from ASSMANN IT-Solutions AG to the customer when the goods are handed over to the carrier. In the event that the goods are collected, the risk is transferred when the goods are handed over to the customer.

To cover our costs, we charge a processing surcharge of CHF 15.00 for small deliveries where the invoice amount is less than CHF 50.00 (excl. VAT).

5. Transport damages

The customer must check the goods immediately on receipt for completeness and transport damage. Transport damages are to be reported to the carrier immediately and a copy sent to the ASSMANN IT-Solutions AG. This information helps us with a possible check of the quality of our carriers.

6. Incorrect deliveries / complaints / returns and cancellation of orders

6.1 Incorrect deliveries, incorrect orders, faults or complaints of any kind must be reported in writing to ASSMANN IT-Solutions AG at the latest within five working days after receiving the goods. It is generally no longer possible to return goods after this period. Products returned due to an incorrect order or delivery will only be accepted if they are complete and in the original, unopened packaging. Returns must be authorised in advance by ASSMANN IT-Solutions AG. The customer bears the risk and costs of the return delivery.

6.2 The return of customised articles (shown as K-articles by ASSMANN IT-Solutions AG) is generally not possible. Procured goods (shown as C-articles by ASSMANN IT-Solutions AG) can only be returned after obtaining written permission.

6.3 Orders can NOT generally be cancelled (apart from on the day of ordering). If ASSMANN IT-Solutions AG nevertheless agrees to cancel an order, the customer can be charged a fee amounting to 10% of the value of the goods, whereby there is a minimum fee of CHF 15.00 and a maximum of CHF 100.00.

7. Warranty / inspection flat fee / credit note

7.1 ASSMANN IT-Solutions AG guarantees that the products are delivered in working order according to the specifications of the manufacturer. No guarantee is given for their functionality within a system or a certain application.

- 7.2 Warranty services are generally only provided if the goods were handled properly. A detailed description of the fault must accompany the device in order to fulfil the warranty conditions. Damages caused by improper treatment, unauthorised opening of the product or external impact will not generally be recognised by ASSMANN IT-Solutions AG.
- 7.3 All warranty claims whatsoever made by the customer are limited to the extent of the manufacturer's warranty. Our warranty is limited to replacing the faulty product or reimbursing the cost of the product at the current value without replacing it, at our discretion. Any resulting consequential costs (e.g. labour costs, claims of third parties, etc.) shall be borne by the customer.
- 7.4 Should any malfunctions arise that are covered by the warranty, this does not entitle the customer to withdraw from the transaction. Rescinding the contract is excluded in all cases.
- 7.5 Devices which are returned under warranty but which are not "eligible" for the warranty, can be returned by ASSMANN IT-Solutions AG at the customer's expense. ***An inspection/processing flat fee will be charged in the case of devices which do not have any identifiable faults. The customer will be charged for any warranty services not covered by the manufacturer.***
- 7.6 There is no entitlement to a replacement during the repair period.

8. Retention of title

The delivered goods remain the property of ASSMANN IT-Solutions AG until all receivables arising from the business relationship between the customer and ASSMANN IT-Solutions AG are paid in full.

9. Payment

The invoice is normally sent with the goods. Payment must normally be made net within 30 days, except for new customers in which case deliveries are subject to advance payment until a credit limit is set. Any differing terms of payment must be agreed separately in writing – this also applies to the otherwise unauthorised deduction of discounts. It is not permitted to offset or withhold payments due to any counter claims whatsoever. In case of defaults of payment, ASSMANN IT-Solutions AG is entitled to cease all further deliveries without giving the customer prior notice. Equally, goods already reserved can be sold to other customers. From the date of default onwards, ASSMANN IT-Solutions AG is entitled to charge the customer default interest at an appropriate rate for the outstanding amounts. (We also refer to our detailed Payment and Delivery Terms)

10. Credit limits

- 10.1 In order to receive goods against invoice from ASSMANN IT-Solutions AG, a credit limit must first be applied for. This will be set by ASSMANN IT-Solutions AG. The customer agrees to provide ASSMANN IT-Solutions AG with the necessary documents for their perusal and to provide any required information. The customer will be charged a processing fee of CHF 20.00 if ASSMANN IT-Solutions AG has to obtain this information itself (commercial register entry and credit history as well as any references).
- 10.2 The customer undertakes to notify ASSMANN IT-Solutions AG immediately of any significant changes in his company e.g. to shareholders, legal form, business address, however also changes to the Board of Directors or the Company Management as well as any financial difficulties threatening its commercial existence.

11. Import / export obligations

If the export of the delivered product is forbidden by the Department for Import and Export of the Swiss Federal Department of Economic Affairs, this ban passes on to the orderer and is to be imposed on the respective buyers for all further sales.

12. Drawings and documents

We, or our delivering factories, retain the sole right of ownership and copyright for all drawings, drafts and pictures. The named documents are entrusted personally to the customer and may not be copied or made available to third parties without our written permission. They are to be returned to us on request.

13. Place of fulfilment and place of jurisdiction

Place of fulfilment for deliveries and payments is 8105 Regensdorf, Switzerland. Place of jurisdiction for both parties for any disputes is 8105 Regensdorf (ZH), Switzerland. Swiss law applies.

APPENDIX

Payment and delivery terms

Effective as of 1st April 2018

1. Terms of payment

1.1 The following applies generally once a credit limit has been set by ASSMANN IT-Solutions AG:

30 days net

The changed terms of payment must otherwise be confirmed in writing by ASSMANN IT-Solutions AG.

1.2 Default interest is 5% per year after expiration of the ordinary payment period.

1.3 Dunning expenses / debt collection compensation amounting to CHF 25.00 from the 2nd reminder onwards.

2. Terms of delivery

2.1 Minimum order value

A minimum quantity surcharge of CHF 15.00 will be imposed for all orders of less than CHF 50.00. Any deviations from these conditions must also be in writing.

2.2 Shipping / packaging costs

ASSMANN IT-Solutions AG generally has the following shipping / packaging costs:

All packages up to 30 KG	CHF	11.50	(via DHL)
½ pallet (throughout Switzerland)	CHF	60.00	
1 pallet (throughout Switzerland)	CHF	90.00	

3. Taking back goods and warranty services

3.1 Warranty procedures / taking goods back in the event of cancellation

We only handle warranty cases for products that were bought from us. For taking back perfect, returned goods and returning them to stock, we reserve the right to charge compensation for inconvenience caused at 10% of the value of the goods, whereby the minimum charge is CHF 15.00 and the maximum CHF 100.00.

3.2 Inspection flat fee

An inspection or processing flat fee of normally CHF 30.00 will be charged in the case of devices which do not have any identifiable faults. The customer will be charged for any warranty services not covered by the manufacturer.

All given prices are exclusive of VAT. Prices can be adjusted at any time. The currently applicable payment and delivery terms can be viewed on the website of ASSMANN IT-Solutions AG www.assmann-it.ch.

This appendix is an integral part of the General Terms and Conditions (GTC). The General Terms and Conditions can also be viewed on the website of ASSMANN IT-Solutions AG www.assmann-it.ch. These GTC and this appendix replace all previous versions. Deviations from these payment and delivery terms must be in writing and confirmed by ASSMANN IT-Solutions AG.