



## General Terms and Conditions (Status 26.Jan.2018)

### 1. Area of Application

- 1.1 These General Terms and Conditions apply for all deliveries and services of ELPRO-BUCHS AG (Switzerland), ELPRO Messtechnik GmbH (Germany), ELPRO Services Inc. (USA), ELPRO UK Ltd. (United Kingdom of Great Britain), ELPRO Nordic ApS (Denmark, Sweden and Finland), ELPRO Benelux B.V. (Belgium, Netherlands and Luxemburg) and ELPRO PET. LTD. (Singapore) (hereinafter referred to together as "ELPRO").
- 1.2 These General Terms and Conditions are binding if they are stated as being applicable in the quotation or order confirmation. Any other terms and conditions of the customer shall only be valid if they have been expressly accepted by ELPRO in writing.

### 2. Quotation and Conclusion of a Contract

- 2.1 Quotations from ELPRO (in particular in price lists, brochures, the internet, etc.) are non-binding as long as ELPRO does not expressly submit a binding quotation.
- 2.2 The contract is viewed as having been concluded with ELPRO's written confirmation indicating that the order has been accepted (order confirmation) and/or with the issuing of the invoice.
- 2.3 Any deviations from the purchase order in the order confirmation and invoice shall become subject matter of the contract if the customer does not object in writing within 5 working days upon receipt of the order confirmation. We reserve the right to correct mere calculation errors.
- 2.4 ELPRO reserves all rights to drawings, models, samples, similar objects and all sales documents. They must not be made accessible to third parties and must be returned to ELPRO immediately on request. Such documents may only be passed on to third persons following the prior written approval of ELPRO.

### 3. Scope of Deliveries and Services

ELPRO's deliveries and services are stated conclusively in the order confirmation including appendices.

### 4. Technical Documents

Brochures and catalogs are non-binding unless agreed otherwise. Information included in the technical documents is only binding if expressly guaranteed.

### 5. Prices and Dispatch

- 5.1 All prices are to be understood as being Ex Works ELPRO without deductions.
- 5.2 Packaging and transportation costs, as well as all other costs incurred through the delivery, shall be borne by the customer. The customer must also cover the currently valid statutory taxes (e.g. VAT, GST or Sales Tax) and fees.

### 6. Payment Conditions

- 6.1 Subject to the express agreement of other payment conditions, invoices must be paid within 30 days of the invoice date at the ELPRO place of residence. The net amount shall be due without deductions.
- 6.2 The customer must pay interest on any delayed payments from the point in time when the invoice is agreed as being due for payment, and this without a reminder being sent. This interest must comply with the usual interest rates applied at the ELPRO place of residence. The right to reimbursement of further damages is reserved.
- 6.3 ELPRO reserves the right to demand an advance payment or downpayment.

### 7. Terms of Delivery

- 7.1 The term of delivery stated in the order confirmation applies. The term of delivery begins with the conclusion of the contract.
- 7.2 The term of delivery shall be extended to a reasonable degree if ELPRO does not receive the information required to fulfil the contract in good time or if the customer subsequently changes the information and thus causes the delivery to be delayed.
- 7.3 If delays exceeding 3 months occur, the customer shall be entitled to cancel the purchase.
- 7.4 Partial deliveries are possible if arranged with the customer.

### 8. Cancellations

- 8.1 Confirmed orders can only be cancelled with the written consent of ELPRO. The customer must bear the costs arising from the cancellation as well as any price increases incurred through the reduction of the ordered amount.
- 8.2 Confirmed orders can only be partially cancelled following the written consent of ELPRO. The customer must bear the costs arising from the partial cancellation.
- 8.3 Partial orders can also only be cancelled with the written consent of ELPRO. If partial orders are not called forward during the agreed period, ELPRO shall have the right to call forward the partial orders and arrange the corresponding invoicing itself.
- 8.4 Project orders can only be cancelled with the written consent of ELPRO. The work performed from the time when the project order was issued until the time of cancellation shall be invoiced accordingly.

### 9. Inspection and Acceptance of Deliveries

- 9.1 The customer must inspect the delivery within 8 days upon receipt and must compare it with the shipping documents. ELPRO must be notified of any defects immediately in writing. If the customer does not fulfil this obligation within the deadline, the goods shall be viewed as having been approved.
- 9.2 ELPRO has the right to rectify the faults it has been previously notified about in accordance with Paragraph 9.1, and which it has previously recognized, or is entitled to replace the defective products.

### 10. Reservation of Property Rights

The delivered goods remain the property of ELPRO until all invoices have been paid in full. Should the customer display conduct which is contrary to the contract, in particular if payment is delayed, ELPRO shall be entitled to demand the return of the delivered products. The customer authorizes ELPRO to make the entries in the register required to ensure its ownership claims, if need be.

### 11. Project- and Service Contract

- 11.1 Upon special assignment, ELPRO may provide project services and other services like GxP Consulting, GxP Qualification, GxP Mapping, Project Services and On Site Services. Such services either qualify as contracts for work or as mandates.
- 11.2 Projects are agreed within the framework of a contract for work and services with the customer. The contents of the contract for work and services (esp. the detailed definition of the customer specific requirements, a realistic schedule and acceptance conditions) are described in the quotation.
- 11.3 The services offered as part of the project offer are estimated, non-binding costs. They are charged according to actual expenditure.
- 11.4 Depending on the scope of a project, it can be divided into phases. The phases are defined in advance with the customer.
- 11.5 For projects with an order total exceeding 20'000 CHF/€/USD, the due amounts are invoiced in 2 partial payments: 50% with the order confirmation /purchase order and 50% upon project acceptance.
- 11.6 By signing the acceptance documents, the customer accepts the supplied service and the related expenses. Minor improvements must be noted in the comments field of the acceptance document and scheduled together with ELPRO.

### 12. Special conditions Off-Site Service

- 12.1 If the customer requests ELPRO to perform Off Site Services, customer must send the respective products to ELPRO. The customer shall be responsible for packing and transporting the products to ELPRO.
- 12.2 All products sent to ELPRO by the customer for an Off Site Service always receive a check-up. The check-up is subject to charges.
- 12.3 Based on the results of the check-up, ELPRO will compile a list of all the work carried out by ELPRO on the device together with the customer. ELPRO confirms that work with an order confirmation to the customer, prior to continue to work. The work will then be carried out in accordance with the order confirmation.

### 13. Expiration dates products with validation certificate

Some ELPRO-products are delivered with a validation certificate. At the validation certificate is listed, how long the product may be used (Validity of Certificate). Subject to contrary agreements, the remaining duration of the Validity of Certificate is at least: shipping date +6 months (LIBERO Tx : shipping date +12 months)  
In addition, LIBERO Cx products are equipped with an Auto-Expiry-Date function to increase user security and to prevent use outside of the certification period.

### 14. Warranty

- 14.1 Under the condition that the products are operated properly in accordance with the operating manual, ELPRO guarantees that the products shall function as specified in the operating manual or in the article description. The warranty period shall start at the time of the transfer of risk. The warranty period for product parts which were replaced under warranty, restarts at the time of the transfer of risk. For all service orders such as check-ups or calibrations, the warranty period starts on the date specified on the accompanying service documents.
- 14.2 The delivery item is defective if it (a) deviates from the contractual condition or (b) infringes upon the rights of third persons.
- 14.3 The warranty applies exclusively for damage on the product which can be proven to have been caused as the result of poor material, faulty design or bad workmanship on the part of ELPRO. In contrast, no warranty shall apply for damage on the product which is outside natural wear and tear, or which occurred due to inadequate maintenance, negligence, the disregard of the operating instructions, excessive stress and strain, the use of unsuitable operating materials, improper installation, incorrect start-up, incorrect installation on the part of the customer, and due to changes or modifications on the product performed by someone else than ELPRO, as well as for all other reasons for which ELPRO is not responsible.

- 14.4 In the event of defects under warranty obligation, ELPRO shall cover the expenses required to provide an improvement or a replacement delivery, in particular ELPRO's own material, dispatch and labor costs.
- 14.5 Unless agreed otherwise in the order confirmation, the limitation for the warranty claim for the delivery item is for:
- (I) New products: 2 years
  - (II) Used products and repairs performed in the respective scope of the repair: 3 months from the time of transfer of risk
- The customer bears the burden of proof for defects.
- 14.6 Products which are proven to be defective and which are included in the afore-mentioned warranty must be forwarded immediately to ELPRO, however by 2 weeks at the latest after delivery, together with a description of the problems which have occurred and the presumed causes of the problems. ELPRO is permitted to choose whether (a) to replace the product (with a new or used product with the corresponding remaining service life/useful working life or expiration date) or (b) to repair the product. Cancellation of sale or reduction of the purchase price is excluded.
- 14.7 If ELPRO discovers that the returned products do not qualify for warranty coverage (e.g. normal battery change), the customer shall be invoiced for the costs incurred as a result of this.
- 14.8 In the case of projects, there is a warranty only for ELPRO components and for project services and other services provided by ELPRO. Warranty for any foreign components is excluded. Instead, ELPRO assigns its warranty claims against the foreign components provider to customer.
- 15. Liability for Defects**
- 15.1 For all contract violations, ELPRO's liability is limited to cases of unlawful intent and gross negligence.
- 15.2 ELPRO's maximum sum of liability is in each case limited to the value of the sold products and the performed project services and other services.
- 15.3 The customer does not have any claim to the replacement of damages which have not occurred on the product itself, in particular the liability for production downtimes, loss of use, lost profits, and for all other indirect or consequential damages are excluded.
- 16. Force Majeure**
- No contract violation nor obligation to pay damages applies if one of the parties is prevented from fulfilling its obligation due to cases of force majeure, in particular due to laws, regulations, decrees or other official measures, fire, storm, floods, strikes or other industrial disputes, a lack of, or inability to procure raw materials, fuel, electricity, or means of transportation.
- 17. Data Protection**
- ELPRO has an obligation to treat customer data with care and to comply with the valid data protection laws.
- 18. Applicable Law and Jurisdiction**
- 18.1 This contract is subject to Swiss law under the exclusion of the United Nations Treaty dated 11th April 1980 regarding contracts governing the international sale of goods.
- 18.2 The place of fulfillment and jurisdiction is for:
- ELPRO-BUCHS AG: 9470 Buchs-SG (Switzerland),
  - ELPRO Messtechnik GmbH: Schorndorf (Germany),
  - ELPRO Services Inc.: Marietta, OH (USA),
  - ELPRO UK Ltd.: West Sussex (United Kingdom of Great Britain),
  - ELPRO Nordic ApS: Ballerup (Denmark),
  - ELPRO Benelux B.V.: Hertogenbosch (Nederland)
  - ELPRO PET. LTD.: Singapore (Singapore)
- 19. Legally Binding Version and Miscellaneous**
- 19.1 These General Terms and Conditions have been written in both the German and English language. In the event of deviations or ambiguities, the German language is viewed as being legally binding.
- 19.2 If one or more of the provisions of these General Terms and Conditions should prove invalid, this shall not affect the validity of the other provisions.
- 20. Invoice**
- 20.1 ELPRO issues paper invoices, but can also send them electronically.
- 20.2 Any other form of invoicing (e.g. electronic, collective invoice) is subject to separate agreements and may incur additional costs.