

GENERAL TERMS AND CONDITIONS (GTC) OF DINOTRONIC AG

Governing rights, obligations and responsibilities between Dinotronic AG and its Service Recipients.

1. APPLICABILITY

1.1

The supplies, services and offers of Dinotronic AG shall take place exclusively on the basis of these General Terms and Conditions and depending on the offer of Dinotronic AG on the basis of a framework agreement with 1-n annexes. These agreements shall also apply to all future business relationships even if they are not expressly agreed again. These Terms and Conditions are considered to be accepted at the latest upon ordering the goods or services.

1.2

Deviations from the Terms and Conditions listed below shall only apply if expressly agreed in writing by Dinotronic AG.

2. OFFER AND CONCLUSION OF AGREEMENT

2.1

The offers of Dinotronic AG in catalogues and pricelists are non-binding and for information only and are to be regarded as guideline values. Details contained in agreements and their annexes are binding.

2.2

Verbal collateral agreements or assurances going beyond the content of written contractual documents shall not be effective.

3. PRICES

3.1

The prices quoted in our confirmations of order and contractual documents are decisive. Goods and services beyond the scope described in these documents shall be billed separately.

3.2

Unless otherwise agreed, all prices are quoted exclusive of VAT, packaging, transport and cargo insurance.

4. DELIVERY PERIODS AND SCOPE OF SUPPLY AND SERVICES

4.1

Unless otherwise agreed, delivery dates or delivery periods shall be non-binding and subject to confirmation. The stipulation of specific delivery dates or delivery periods by Dinotronic AG shall always be subject to Dinotronic AG receiving correct and timely delivery from its suppliers and the producers of hard- and software, as well as other project- and order-specific components.

4.2

Should delivery not be possible within 3 months, the buyer shall be entitled to withdraw from the agreement following a reasonable period of grace (at least 14 days), unless fulfilment of the agreement, either in whole or in part, is not possible using substitute goods.

4.3

Dinotronic AG is entitled to render part delivery and/or partial performance. In the event of supply and/or service agreements, each individual part delivery and partial performance shall be regarded as a separately billable service, unless otherwise agreed in a supplementary agreement (Framework Agreement with annexes).

5. TYPE OF DELIVERY AND DELIVERY QUANTITY

5.1

On principle, all deliveries shall be effected for the buyer's account by parcel service, freight forwarder or in one of Dinotronic's own vehicles, unless a different type of delivery was agreed.

5.2

Apparent differences in quantity must be reported to Dinotronic AG in writing immediately following receipt of the goods and concealed differences in quantity within 4 days of the receipt.

6. WARRANTY

6.1

Dinotronic AG warrants that the products are free of production and material defects. The warranty period shall be 6 months subject to the following provisions. Dinotronic AG also warrants that all services provided by it shall comply with all applicable laws and regulations.

6.2

The warranty period shall begin on the date of delivery. If our operating, maintenance or other instructions are disregarded, changes made, parts replaced, consumables used that do not correspond to the original specifications, any warranty shall be rendered null and void if the defect is attributable to this. This shall also apply if the defect is attributable to improper use, storage and handling of the hardware, or outside interference including the opening of devices. Insignificant deviations from guaranteed characteristics of the goods do not entitle the Service Recipient to assert any warranty claims.

6.3

Defects must be reported to Dinotronic AG in writing by the buyer or Service Recipient immediately, however within one week following the delivery of the goods at the latest. Defects that cannot be detected within this deadline, even with careful inspection, must be reported to Dinotronic AG in writing immediately after being discovered.

6.4

The warranty is limited exclusively to the repair or replacement of the damaged goods.

6.5

When returning hardware for repair, the buyer must ensure that any critical business data stored on it is backed up with copies. Dinotronic AG shall not accept any liability whatsoever for such data.

6.6

Any liability for normal wear and tear is excluded. Furthermore, no warranty claims shall exist for wearing parts such as buttons, ink cartridges or other wearing materials.

6.7

Only the immediate buyer/business partner shall be entitled to assert warranty claims against Dinotronic AG; such claims may not be assigned.

7. RETENTION OF TITLE

7.1

The delivered goods shall remain the property of Dinotronic AG until payment has been received in full. Dinotronic AG may demand their return if payment is not effected on time. Dinotronic AG shall be entitled to record the reservation of title in the relevant register at the Service Recipient's domicile.

7.2

If the seller defaults on payment or culpably fails to discharge a contractual obligation, Dinotronic AG shall be entitled to demand the return of the conditional goods or, where necessary, demand the assignment of the buyer's right to recovery against third parties.

8. BILLING AND PAYMENT

8.1

Unless otherwise agreed in other agreements/contracts, payment shall be effected by means of an invoice and credit slip, by cash on delivery, in cash or on collection.

8.2

If the buyer should default on payment, Dinotronic AG shall be entitled to charge default interest amounting to 6% of the owed amount starting from the respective date of such default. During the period of the default, Dinotronic AG shall also be entitled at any time to withdraw from the agreement, demand the return of the delivered goods, discontinue current activities/services and demand compensation for non-compliance with contractual obligations.

9. PROHIBITION OF ASSIGNMENT

9.1

The assignment of claims against Dinotronic AG to third parties is excluded unless Dinotronic AG explicitly agrees to such assignments.

10. COPYRIGHT

10.1

Insofar as the scope of delivery includes software, the buyer may neither copy it nor place it at the disposal of third parties. Such software shall be subject to the copyright of the respective manufacturer. A multiple right of use shall require a separate written agreement.

11. APPLICABLE LAW

11.1

These terms and conditions and the entire legal relations between Dinotronic AG and the buyer or Service Recipient shall be governed by Swiss substantive law, to the exclusion of the UN convention on contracts for the international sale of goods dated 11 April 1980.

11.2

Horgen is the sole place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship.

11.3

Should individual or several provisions of the General Terms and Conditions be or become invalid, or contain an omission, the contracting parties undertake to jointly replace the invalid or incomplete provisions by a suitable individual agreement or amendment that most closely approximates the economic purpose of the original provision. The validity of the remaining provisions shall remain unaffected by this.

Dinotronic AG

Horgen, May 2013