

**1. General provisions**

The following terms and conditions shall apply to all quotations and deliveries of TDS-PP. TDS-PP expressly rejects the terms and conditions of customers and purchasers. Any provisions deviating from these General Terms and Conditions and special agreements shall not apply unless confirmed by TDS-PP in writing. These General Terms and Conditions shall be deemed to have been accepted upon the fulfilment of an order at the latest. Quotations of TDS-PP that do not contain a deadline for acceptance shall not be regarded as binding.

**2. Pricing**

All prices of TDS-PP are to be understood as net prices, ex works of TDS-PP or ex warehouse of the respective supplier. In the event that changes should arise in the course of order fulfilment by virtue of price increases of suppliers, additional taxes and levies, increased customs duties or currency fluctuations, TDS-PP reserves the right to adjust the price accordingly. The prices quoted in an individual case shall not be binding upon future orders. Printed price lists and catalogues shall be subject to change at any time without notice. Furthermore all ancillary costs, including, but not limited to, postage/freight, insurance and packing shall be assumed by the purchaser. Packing is invoiced at cost and will not be taken back unless specifically agreed.

**3. Terms of payment**

Invoices are payable within thirty (30) days of the invoice date, payment to be effected net without any deductions being taken, unless expressly agreed otherwise in writing. These payment terms must be complied with even in the event that transportation, final delivery, assembly/installation, commissioning or acceptance are delayed or rendered impossible for reasons not attributable to TDS-PP. Payments may not be reduced or offset against counterclaims due to complaints on the part of the purchaser. Payment shall be effected also in the event that insignificant parts are missing that do not render use of the items supplied impossible. Where the purchaser does not comply with the agreed payment terms, default interest in the amount of 5% p.a. shall be payable as from the due date for payment without any reminder to this effect being issued. Payment of default interest shall not release the purchaser from the obligation to effect payment as contractually provided for. TDS-PP shall be entitled to invoice CHF 30.00 for each reminder it issues.

**4 Delivery and fulfilment**

The agreed delivery date is based on the circumstances in effect at the time a contract is concluded.

TDS-PP shall be entitled to postpone the delivery date where

- a) impediments arise by reason of acts not attributable to TDS-PP which impair the orderly fulfilment of an order by TDS-PP or its suppliers;
- b) TDS-PP is not provided with the requisite details required to fulfil an order or specifications are subsequently changed;
- c) the terms of payment are not complied with.

The purchaser shall not be permitted to withdraw from a contract on account of a delay in delivery.

Any indemnification claims based on non-timely delivery or failure to deliver shall be precluded to the fullest extent permitted by law.

The goods to be supplied are transported at the expense and the risk of the purchaser.

**5. Warranty / disclaimer of warranty**

Liability for defective items delivered by TDS-PP shall be limited to rectification of defects or replacement of the defective goods, as decided by TDS-PP at its discretion. Any and all liability extending beyond this, in particular for any direct or indirect damage or loss, or for expenses and installation costs, is expressly disclaimed to the fullest extent permitted by law.

The warranty period shall generally amount to twelve (12) months from the date of delivery.

The costs for outbound and return shipment shall be assumed by the purchaser. Any components that have to be replaced shall become TDS-PP's property and must be returned upon request.

The following is not covered by warranty: parts which are subject to customary wear and tear or which are subjected to an inappropriate degree of stress when employed in accordance with their designated use. The same shall apply to damage as the result of insufficient maintenance and servicing, non-compliance with operating instructions, unsuitable operating equipment, improper assembly/installation (where such work is not performed by the supplier's installation crew), *force majeure* and other unforeseeable circumstances.

The warranty shall be voided where the purchaser makes modifications or repairs, or has this done by a third party, without the supplier's consent.

Warranty claims shall be raised by the purchaser immediately upon identifying a defect, i.e. within five (5) working days at the latest, and within the warranty period, this to be done in writing, otherwise any and all warranty claims shall become null and void.

**6. Guarantees by TDS-PP / development risk**

The properties and features of ordered goods which are indicated by TDS-PP in order confirmations, delivery slips or other documents shall not be deemed to constitute warranted characteristics, unless specifically designated as such by TDS-PP in writing.

The development risk associated with a product developed by a customer who is advised by TDS-PP or is supported by TDS-PP in the manufacture of said product shall remain in full with the customer. The customer, and the customer alone, shall be responsible for the choice and use of the product.

**7. Liability for personal injury and damage to property**

Any liability and claims for damages on the part of the customer are disclaimed by TDS-PP to the fullest extent permitted by law.

**8. Replacement**

Replacement or return shipments may be accepted by TDS-PP as a gesture of goodwill, however this shall be subject to prior approval by TDS-PP. All resulting costs for inspection and testing, cleaning, restocking etc. shall be assumed by the purchaser.

**9. Retention of title**

All merchandise supplied shall remain the sole property of TDS-PP until it has been paid for in full.

The purchaser shall be obliged to cooperate in any measures that are required to protect TDS-PP's property rights.

TDS-PP reserves the right to have its reservation of title entered in the official register.

**10. Place of performance, jurisdiction and applicable law**

The place of performance for all deliverables and services of TDS-PP shall be TDS-PP's registered office.

The ordinary courts at the place of TDS-PP's registered office shall have exclusive jurisdiction with regard to any and all disputes arising from or in connection with the relations between TDS-PP and its customers.

The legal relations between TDS-PP and its customers shall be governed and construed exclusively in accordance with Swiss substantive law, to the exclusion of any conflict of law rules and of the United Nations Convention on the International Sale of Goods.