

General sales, delivery and payment conditions of MEGATRON AG

1. Application

- 1.1 These general sales, delivery and payment conditions of MEGATRON AG (terms and conditions) apply on all deliveries of MEGATRON AG to customers, as soon as they have become part of the supply contract. This is the case, when MEGATRON AG has announced the terms and conditions in general to the customer prior to the conclusion of the contract, either by being printed in catalogs, offers, order confirmations or invoices.
- 1.2 Are individual agreements in contrary with this terms and conditions in an individual case, the individual agreement has priority. Are these terms and conditions in contrary with general conditions of purchase of the customers, the terms and conditions of MEGATRON AG have priority.

2. Formation of the contract

- 2.1 Does the customer orders goods, without having received an offer of MEGATRON AG in advance, the contract is formed with the execution of supply by MEGATRON AG. Terms of the contract are the product specification recorded in the catalogs or property specifications of MEGATRON AG and the volume of actually executed delivery.
- 2.2 Does the customer orders a product after he has received an offer from MEGATRON AG and MEGATRON AG executes the order by implication, the contract forms with the receipt of the order, if it agrees with the proposal. The terms of the contract is the scope of services paraphrased in the offer.
- 2.3 If the customer orders goods and MEGATRON AG is required to issue an order confirmation, the contract shall form with the delivery of the order confirmation to the customer. Terms of the contract is the volume described in the order confirmation.

3. Costs

- 3.1 The costs listed in the catalog are non-binding recommended prices. Prices are subject to change at all times.
- 3.2 All prices are excl. VAT, EXW Schübelbach.
- 3.3 For small quantities of less than CHF 50.00 a surcharge of CHF 8.00 for quantities below minimum will be charged.

4. Delivery

- 4.1 The delivery of MEGATRON AG Schübelbach are effected EXW (INCOTERMS).
- 4.2 Place of performance for all obligations arising from contracts between MEGATRON AG and customers is Schübelbach.

5. Payment

- 5.1 Invoices of MEGATRON AG are payable net and within 30 days from invoicing.
- 5.2 After expiration of the payment period, the customer will automatically be in default. The interest rate is calculated at the rate of the Zurich Cantonal Bank for unsecured overdrafts.

6. Date of delivery

- 6.1 Only written warranted delivery dates from MEGATRON AG are binding. The delivery dates extends adequately, if the client wishes to change the order belated or if obstacles enters that are beyond the control of MEGATRON AG, such as late delivery by suppliers of MEGATRON AG or force majeure.
- 6.2 Are emerging delays of written warranted delivery dates apparent, MEGATRON AG informs the customer. He has the right to set a reasonable period of grace. After its expiration, the customer can withdraw from the contract within three days. The customer has a claim for damages from the cancellation of the contract, if he can prove MEGATRON AG intent or gross negligence.

7. Material warranty

- 7.1 MEGATRON AG assumes no material warranty for the goods delivered. Any liability for damages as a result of improper delivery (direct, indirect and consequential damages), are explicitly excluded by MEGATRON AG (Article 199 Swiss Code of Obligation).
- 7.2 As far as the suppliers of MEGATRON AG issue a guarantee, MEGATRON AG will claim this warranty adjustment by existence of defects and pass it to the customer. Is the warranty adjustment of the supplier dispute, MEGATRON AG can cede their claims of the supplier to the customer.
- 7.3 The customer shall check the received goods immediately upon receipt and inform MEGATRON AG in written form about visible deficiencies, so that MEGATRON AG may refer the complaint to their suppliers if necessary. Hidden defects must be notified in written form immediately after their discovery.

8. Choice of law and place of jurisdiction

- 8.1 **The contract between MEGATRON AG and the customer is subject to Swiss law, excluding the CISG (convention of international sales of goods).**
- 8.2 **For disputes arising from or in connection with the contract between MEGATRON AG and the customer, both parties accept the jurisdiction of regular courts in Schübelbach. MEGATRON AG may sue the customer also at his domicile.**