

General Terms and Conditions of Business (GT&Cs)

1. Scope and Application

- 1.1. The following General Terms and Conditions of Business (GT&Cs) shall govern the contractual relationship between ELS-Elektronik GmbH (ELS) and its customers, except where special written agreements have been made. Deviating or supplementary agreements shall be valid only insofar as they have been expressly accepted by ELS in writing.
- 1.2. By accepting an offer, placing an order or entering into a contract, the customer accepts the binding nature of the GT&Cs.
- 1.3. The GT&Cs can be viewed at www.els-elektronik.ch and shall be attached to quotations, order acknowledgements and contracts at the customer's request.
- 1.4. The GT&Cs are drafted in German, English and French. In the event of conflict between the language versions, the German version shall prevail.

2. Quotations and Offers

- 2.1. All quotations and offers shall be in writing and include a validity period during which ELS shall be bound by the offer.
- 2.2. Publications, advertisements and circular letters shall be non-binding, particularly if no validity period is specified or they include an annotation such as "non-binding" or "indicative prices".

3. Conclusion of a Contract

- 3.1. A contract shall be brought about as follows:
 - The customer places an order with ELS in writing, on the basis of an offer created, within the corresponding validity period.
 - The customer places an order with ELS that deviates from the offer or is outside of the binding period. If the deviations are marginal, ELS shall accept the order without objection. If the deviations are significant, a contract shall be brought about only if ELS acknowledges the order in writing.
 - The customer sends to ELS, within the scope of an existing global contract or a service agreement, equipment for rendering the services. In this respect, the framework terms and conditions of the corresponding contract or agreement shall apply.
 - The customer sends to ELS, without prior agreement, equipment for rendering the services. Insofar as the scope of the services to be rendered is clear in the opinion of ELS, the services shall be carried out in accordance with the standard procedures at corresponding prices. If the order is unclear, ELS shall contact the customer and clarify the scope of the services. An order acknowledgement shall then be sent to the customer. If this order acknowledgement is not immediately disputed, the order shall be deemed placed.
- 3.2. The customer may request an order acknowledgement for every order placed.

4. Set Dates

- 4.1. ELS shall endeavour to render all services as quickly as possible or by the agreed date (set date).
- 4.2. If the set dates have not been expressly confirmed by ELS or declared as binding, these shall be deemed to be indicative dates that ELS is not obliged to adhere to.
- 4.3. If confirmed dates (set dates) are not adhered to due to circumstances for which ELS is not at fault (e.g. force majeure, late performance of acts required of the customer), ELS shall be granted a reasonable grace period for performance.
- 4.4. If services that had not been envisaged, or additional services, become necessary in the course of the rendering of the services, or if extra expenditure is required (e.g. repairs, ordering of spare parts), ELS shall have the right to set a new date for rendering the services.
- 4.5. If the customer is unable to keep an appointment for a calibration on site at its premises, it shall be entitled to cancel the appointment. However, the cancellation must be received by ELS no later than 7 days (in the case of services within Switzerland) or 14 days (in the case of cross-border services) before the agreed date. In the event of late cancellation, compensation at the rate of 15 % of the price, but at least CHF/EUR 300.00, shall be owed. Non-cancellable services/charges shall be additionally compensated for.

5. The Customer's Duties

- 5.1. The customer shall make available to ELS free of charge and in due time all equipment, accessories, information and documents necessary for rendering the services. The customer's duty to cooperate shall also extend to information to be requested from the supplier and to matters and documents that only become known during the execution of the order by ELS.
- 5.2. The customer shall note in the order or on the delivery note any and all defects or discrepancies already existing in respect of the item.
- 5.3. It shall be the customer's responsibility, prior to handing over the equipment, to back up the data stored on it. The customer acknowledges that the data stored on the equipment may be deleted or lost during the rendering of the services.
- 5.4. After ELS has finished rendering the services, the customer shall check the equipment without delay upon receipt. Defects evident during such check must be reported to ELS in writing within 5 working days of receipt of the goods. Hidden defects shall be reported in writing without delay after having become known.
- 5.5. The customer acknowledges that it shall be solely responsible for checking the settings of the equipment before using the equipment, as these settings may be altered by ELS whilst rendering the services.
- 5.6. The customer shall not transfer any rights and duties arising from this contract to third parties without the prior written consent of ELS.

6. Prices, Payment Terms

- 6.1. The prices are understood to be strictly net in Swiss francs (CHF), payable within 30 days, unless otherwise agreed in writing. Value-added tax as well as costs for packaging and shipment shall be charged additionally and be indicated in the invoice accordingly.
- 6.2. If the customer does not pay on time, an interest rate of 5 % shall be charged for late payment as from the due date. In this case, ELS shall be entitled to suspend its services and block access to the information systems until the payment is received.
- 6.3. Advance payments or other payment modalities may be agreed upon in writing.
- 6.4. The customer shall not be entitled to withhold or reduce due payments on the basis of complaints, credit notes not yet issued or counterclaims not expressly ordered.
- 6.5. Any and all payment costs in connection with payments by customers from abroad shall be borne by the customer.

7. Provisions Governing Liability

- 7.1. ELS warrants to carry out the assigned transaction faithfully and diligently in accordance with the generally recognised principles of the specialised field.
- 7.2. ELS shall not be liable for loss or alteration of data in or on the item tested that arise prior to or during the rendering of the services.
- 7.3. In respect of any direct and indirect loss (personal injury, property damage and financial loss) incurred upon the customer in connection with the contractual relationship with ELS and the fulfilment thereof, liability for contractual and non-contractual claims shall be excluded except where the loss was caused by gross negligence or wrongful intent. This exclusion shall also encompass liability for agents.
- 7.4. ELS shall assume no liability for the operability of the equipment in connection with parts not included in the delivery for rendering the services. Nor shall ELS accept responsibility for any delay in performance or non-performance of the customer's duties arising from subsequent changes to the order.
- 7.5. If, despite all due diligence, ELS is unable to meet its contractual obligations due to force majeure, such as natural disasters of particular intensity, warlike events, strike, unforeseeable restrictions by a public authority, a virus attack on IT systems etc., even if these occur at a substitute, the performance of the contract, or the set date for the performance of the contract, shall be postponed in line with the event that has occurred, provided that and insofar as it is still possible to perform the contract. ELS shall not be liable for any loss incurred upon the customer as a result of postponement of the performance of the contract or non-performance of the contract.

8. Transport

- 8.1. If it becomes necessary to return the equipment to the customer in the course of the performance of the services, ELS shall pack the equipment in such a way that it is protected against damage as well as possible. The customer acknowledges that transport damage may nevertheless occur. Transport damage shall be reported to the transport service provider and ELS within 5 working days. The packaging shall be kept.
- 8.2. Liability for transport damage shall be governed by the service provider's terms and conditions of business. ELS shall not be liable for any transport damage unless the damage is due solely to defective packaging by ELS.
- 8.3. In the case of customers from Switzerland: Unless otherwise agreed, ELS shall, in the case of orders within Switzerland, organise the return transportation of the equipment to the customer. The transport and packaging costs plus value-added tax shall be borne by, and charged to, the customer. At the customer's express request, the customer may organise the transportation itself.
- 8.4. Customers from abroad: Unless otherwise agreed, it shall be solely a matter for the customer to transport the equipment (there and back) in the case of cross-border orders. Any and all customs duties, administrative costs and other costs incurred as a result of the cross-border transportation shall be borne by the customer and passed on to the customer.

9. Customer Data

- 9.1. When handling data, ELS shall adhere to the respective applicable legislation, in particular the Swiss Data Protection Act or the European GDPR.
- 9.2. ELS shall collect, store and process only data that are needed for rendering the services, for handling and maintaining the customer relationship, for ensuring a high quality of the services, for security and for invoicing. The customer hereby agrees that the aforementioned data may be collected, stored and processed for the aforementioned purpose.
- 9.3. The customer consents that ELS may obtain information concerning the customer in connection with the conclusion and handling of the contract, and that these data may be used for tailoring its service to the customer's needs and developing this service and for customised quotations.
- 9.4. ELS may call in partners or third parties for rendering the services. The customer acknowledges and consents that ELS, its partners or its third-party contractors may receive access to data concerning the customer when rendering their services. ELS shall ensure that the data are treated confidentially.

10. Intellectual Property

- 10.1. No copyrights or other industrial property rights of ELS shall be transferred as a result of the rendering of the service. The methods and procedures shall be ELS' property and shall not be re-used by the customer unless otherwise contractually agreed upon in writing.

11. Confidentiality and Duty of Secrecy

- 11.1. ELS and the customer agree to treat confidentially, and keep secret, details of the contract as well as confidential information concerning technical, commercial and operational matters, except where such details and confidential information are generally accessible. This duty of secrecy shall also remain in effect after the contract has ended.
- 11.2. Where necessary, ELS shall make certificates, reports, expert opinions, functional specifications and similar documents accessible to the customer in connection with the order. These documents shall be intended exclusively for the customer and shall not be used elsewhere in whole or in part without the prior consent of ELS; nor shall they be made available to third parties.
- 11.3. The customer's access to databases or applications via the Internet or by direct access shall be intended exclusively for the customer itself. The access and the data shall not be passed on to third parties; nor shall the access to the data be delegated or passed on to third parties without the written agreement of ELS.

12. Entry into Effect and Termination of the Contract

- 12.1. The contract shall enter into effect upon the placement of an order in accordance with Section 3. and shall run until the completion of the order or until the final date laid down in an agreement, in the order placed or in a contract.
- 12.2. If a global contract or a service agreement has been entered into between the customer and ELS, such contract or agreement may be terminated by either party with three months' written notice, in each case with effect from the end of a month.
- 12.3. If the customer rescinds the contract before the service has been completed, it shall owe ELS the full agreed price, even if the services have not been fully rendered.
- 12.4. ELS may terminate the contract for good cause at any time without prior notice and without compensation.

13. Side Agreements, Amendments, Supplements to the Contract

- 13.1. All side agreements, amendments, supplements and legally relevant declarations of the contracting parties must be mutually agreed upon in writing.
- 13.2. If a provision in these GT&Cs proves to be ineffective in whole or in part, the other provisions of the GT&Cs shall remain unaffected. The provision shall be replaced with a new provision that is legally correct and corresponds to the basic principle.

14. Applicable Law and Place of Jurisdiction

- 14.1. The contractual relationship shall be subject exclusively to Swiss law, with full exclusion of the Vienna Sales Convention (CISG).
- 14.2. The courts at the place of ELS-Elektronik GmbH's registered office shall have exclusive jurisdiction for judging disputes arising from the contract.