

# General Terms and Conditions of Sale and Delivery

All sales, deliveries, offers and project planning of CALISTA GMBH, 8500 FRAUENFELD are subject to these conditions, unless they have been modified or supplemented by written agreements.

## 1. Offers

Offers which do not have a validity period are not binding.

## 2. Conclusion of contract

- 2.1. The contract shall be deemed to have been concluded when CALISTA has confirmed acceptance of the order in writing, either by direct invoice or by order confirmation.
- 2.2. CALISTA's offers are of a confidential nature and may be made available for inspection only to those persons who actually process the offers.

## 3. Scope and delivery

- 3.1 The scope and execution of the delivery shall be determined by the order confirmation as described in Article 2.1. Material or services not listed therein may be invoiced separately.
- 3.2 Information and illustrations in printed matter, technical documents such as descriptions, drawings, brochures and the like shall not be binding.

## 4. Technical documents / software

- 4.1 The technical data can be found in the documents. CALISTA reserves the right to deviate from them if this proves expedient during execution.
- 4.2 CALISTA reserves all rights, in particular ownership and copyright, to all technical documents. These documents may not be copied or reproduced, nor brought to the attention of third parties in any way, nor used for the manufacture of the product or components thereof.
- 4.3 CALISTA grants the client an irrevocable, non-exclusive license for the use of programs for computers, microprocessors and other data processing and control equipment (software) supplied with or after the order, to which the provisions of the software license agreement apply. These programs remain the property of CALISTA and may only be used for its equipment and may not be copied or otherwise duplicated without written consent.

## 5. Prices

- 5.1 Unless otherwise stated in the offer, prices are quoted in Swiss francs, ex works, excluding shipping, transport, packaging and insurance.
- 5.2 Prices with annual discounts in accordance with current framework agreements are marked accordingly on the offer or order confirmation and invoice, provided that the discount can be calculated at the time the document is prepared.

## 6. Terms of payment

- 6.1 The customer's obligation to pay shall be deemed to be fulfilled only after receipt of the purchase price and any ancillary claims, provided that the amount paid is freely available to CALISTA.
- 6.2 CALISTA reserves the right to charge interest on late payments from the due date. The payment of interest on arrears does not cancel the obligation to make payment in accordance with the contract.
- 6.3 Payment dates must also be observed if transport, delivery, assembly, commissioning or acceptance of the delivery is delayed or rendered impossible for reasons beyond CALISTA's control.

## 7. Reservation of proprietary rights

The delivery remains the property of CALISTA until all claims have been paid in full. The customer is obligated to cooperate in any measures necessary to protect CALISTA's property. CALISTA reserves the right to have the ownership rights registered independently.

## 8. Delivery period

- 8.1 CALISTA shall determine delivery periods on the basis of the prevailing stock and procurement conditions prevailing at the time they are specified. If these conditions change CALISTA shall have the right to set new delivery dates.
- 8.2 The delivery period shall commence on the date of receipt of the order, but at the earliest on receipt of definitive information about the design and clarification of all technical details of the ordered goods and any agreed advance payment. The delivery period shall be deemed to have been met if the delivery has been handed over to the carrier upon expiry of the delivery period.
- 8.3 The delivery period shall be extended accordingly
  - in the event of subsequent changes to the order,
  - in the event of unforeseen hindrances such as force majeure, official orders, delays caused by transport or suppliers.
  - in the event of non-compliance by the customer with the contractual obligations, in particular the agreed terms of payment.
- 8.4 The Customer shall not be entitled to claim damages or dissolution of the contract due to late delivery, unless otherwise agreed in writing in advance.

## 9. Export

Deliveries are intended for use in Switzerland. Exports may only be made with the written consent of CALISTA. This applies in particular to products which are subject to an export ban by the Swiss government.

## 10. Inspection and acceptance of the delivery

- 10.1 Insofar as is customary, each delivery shall be inspected prior to shipment. If the customer requires further inspections, these must be agreed in writing and paid for by the customer.
- 10.2 The customer must notify CALISTA in writing of any apparent defects immediately upon receipt of the delivery.
- 10.3 The customer must inspect the delivery within 14 days of receipt or, if the system is commissioned by CALISTA, within 14 days of completion of the work and report any defects in writing without delay. If the customer fails to do so, the delivery shall be deemed to have been accepted.

## 11. Transfer of benefit and risk

Benefit and risk shall pass to the customer - subject to express written agreements to the contrary - at the latest upon dispatch of the delivery ex works, even if the delivery is made carriage paid, CIF,

FOB, under a similar clause or including assembly. If shipment is delayed or made impossible for reasons beyond CALISTA's control, the delivery will be stored at the customer's expense and risk, with the customer being notified.

## 12. Return

When a product is taken back by CALISTA, the purchaser must confirm in writing that the products have been stored correctly and in good condition on his premises in accordance with the manufacturer's instructions.

## 13. Transport and insurance

- 13.1 Unless otherwise agreed, shipment is at the expense and risk of the customer. In the absence of special instructions, CALISTA chooses the most advantageous shipping method.
- 13.2 CALISTA must be notified on time of any special requests.
- 13.3 Consignments with any transport damage are to be accepted with reservation and the carrier concerned is to be notified immediately.
- 13.4 Additional insurance against damage of any kind must be requested by the customer and be borne by the customer.

## 14. Installation

- 14.1 If a system is to be installed by CALISTA, the customer must arrange for the necessary preparatory work so that the installation work can be started without hindrance.
- 14.2 Unless expressly included in the price, installation is the responsibility of the customer. The charging rates valid at the time of delivery shall apply in each case.

## 15. Warranty

- 15.1 CALISTA undertakes the repair or replacement of all parts that are demonstrably defective or unusable as a result of poor materials, faulty design or poor workmanship, as soon as possible at its discretion.
- 15.2 Replaced parts shall become the property of CALISTA.
- 15.3 For a period of 12 months, the warranty shall cover, on the one hand, the replacement free of charge of the defective parts, including transport to and from the place of delivery, packaging and insurance, and on the other hand, labor and expenses of the service personnel (including travel time, travel costs, accommodation and meals). After the expiration of 12 months, the warranty includes only the replacement of the defective parts, labor and expenses of the service personnel shall be invoiced.
- 15.4 The warranty period begins on the day of delivery to the end user or after commissioning by CALISTA, but no later than 60 (sixty) days after delivery by CALISTA to the end user. A shortening of the warranty period is usually stated in the offer. The reference in the offer or order confirmation to the purchase of a used item shall be deemed to be a reduction to the statutory minimum period.
- 15.5 For damage caused by normal wear and tear, improper handling, inadequate maintenance, disregard of operating maintenance, disregard of operating instructions, excessive use and as a result of other or other reasons for which CALISTA is not responsible, Calista is not liable. Furthermore, CALISTA disclaims all warranties and liability if the purchaser itself unauthorized third parties and without the written consent of CALISTA makes changes to the object or uses spare parts not specified by CALISTA.
- 15.6 Transport damage as well as consumables such as batteries, accumulators, light bulbs lamps and fuses, as well as the performance of readjustments in accordance with the instructions for use are not covered by the warranty.
- 15.7 Further claims of the purchaser due to defective delivery or subsequent delivery or improvement according to Article 15.1, in particular for damages and withdrawal from the contract, are excluded. The warranty for the delivery does not include, in particular, the assurance of its commercial usability or its suitability for a specific purpose. Subsequent costs, such as work to be repeated by the customer, are not covered by the warranty.
- 15.8 CALISTA only provides a warranty for third-party deliveries within the scope of the warranty provisions of the sub-supplier (or manufacturer).
- 15.9 CALISTA is not obliged to provide a warranty as long as the purchaser is in arrears with the fulfilment of his contractual buyer is in arrears with the performance of his contractual obligations.

## 16.1 Data protection

Calista stores all data necessary for invoicing and order processing and passes them on to third parties if necessary. Data will only be passed on to third parties who have nothing to do with the order with the express consent of the customer. Calista is entitled to use the names and orders of its customers in any form within the framework of a reference list, provided that this is not objected to when the order is placed. Furthermore, Calista uses address data for internal advertising purposes. The customer can determine the type of notification in his customer center. In the case of defaulting debtors, Calista is no longer bound by data protection and can pass on customer data to third-party companies, e.g. debt collection agencies or partner companies.

## 16.2 Security in the webshops

For your security, most data is transmitted in encrypted form via SSL (Secure Socket Layer). This means that the personal data during registration, the login process with registration, the login process with user name and password, as well as your order and payment information is transmitted encrypted on the Internet. You can recognize an encrypted connection by the https:// in the address line of your browser, e.g. during registration or in the in the shopping cart.

## 17. Liability

CALISTA is liable for delivery in accordance with the contract within the scope of the warranty. Any liability for direct or indirect damage (in particular loss of profit and claims of third parties) arising from the non-fulfilment of contractual obligations of CALISTA or from the operation or downtime of products and parts supplied by CALISTA is expressly excluded.

## 18. Applicable law and place of jurisdiction

- 18.1 Swiss law shall apply.
- 18.2 The place of performance and jurisdiction for the customer and for CALISTA is 8500 Frauenfeld, Canton of Thurgau, Switzerland. However, CALISTA shall also have the right to sue the customer at his domicile.

Frauenfeld, 28 June 2018