

# General terms and conditions of business

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## Scope of application

Goods shall be delivered and services provided by GS Swiss PCB AG solely in compliance with these general terms and conditions of business. Amendments, additions or secondary agreements are valid only if we have agreed to them in writing. The customer's conditions of purchase are not binding unless they have been acknowledged in writing by GS Swiss PCB AG.

## Conclusion of the contract

Offers by GS Swiss PCB AG are not binding and are made without obligation. An agreement between the customer and GS Swiss PCB AG is concluded when a contract is signed mutually or when written confirmation of the order is given by GS Swiss PCB AG. The order is based solely on the content of the contract respectively on the content of the order confirmation and on these general terms and conditions of business. Should technical problems arise in connection with the provision of services after the order confirmation, GS Swiss PCB AG is entitled to cancel its acceptance of the order at any time. Any liability for loss or damage suffered by the customer as a result of such cancellation is explicitly declined.

## Prices and payment terms

Prices are quoted net free carrier Kuessnacht (FCA, Incoterms 2000), in the currency stated on the order confirmation, exclusive of value added tax, levies, duties, transport, packaging and insurance.

Invoices submitted by GS Swiss PCB AG shall be settled net by the due date for payment. A flat-rate processing charge shall be added subsequently for incomplete payments.

The customer shall be in default of payment without reminder if he does not observe the payment due date. If the customer is in arrears with the payment for services or with an instalment payment, GS Swiss PCB AG may postpone further services.

In the event of late payment, GS Swiss PCB AG may charge interest on arrears at the rate of 10%, as well as all pre-procedural costs incurred by it, in particular attorney's fees, costs of debt collection offices and also own expenditure. Counter-claims by the customer may only be offset with the written consent of GS Swiss PCB AG. Bills fall due for payment even if the customer complains of defects.

## Third party intellectual property rights

Where the provision of services or the manufacture of products, in compliance with the indications and wishes of the customer infringe the protected rights of third parties, the customer shall be liable for all resulting damage. The customer undertakes to release GS Swiss PCB AG from all third party claims.

## Delivery lead-times

Only lead-times assured in writing shall be binding. Such lead-times shall be extended suitably if GS Swiss PCB AG does not receive timely information necessary for performance or if the customer makes subsequent changes and also if obstacles are experienced which lie outside the responsibility of GS Swiss PCB AG, such as force majeure, official dispositions, natural events, war, operational and transport problems, strikes, accidents, illness and late, defective or absent procurement deliveries.

GS Swiss PCB AG is authorised to make partial deliveries and to bill them. In the event of delay, the customer must allow GS Swiss PCB AG a suitable period of grace for subsequent fulfilment. The grace period shall be no less than the delivery time stated on the order confirmation. If he proposes to decline acceptance of the service in the event of failure to perform before the end of the period of grace, he must notify this in writing in advance to GS Swiss PCB AG.

## Excess deliveries and shortfalls

The customer accepts the excess deliveries and shortfalls amounting to 10% of the ordered quantity which are customary in this line of business. The quantity effectively delivered is charged. In the event of a delivery shortfall, there is no obligation to make a subsequent delivery.

## Working documents

Documents, drilling, milling, laser, test programs as well as EDP data compiled by GS Swiss PCB AG for production purposes on the basis of drawings or electronic data supplied by the customer constitute production tools and are the property of GS Swiss PCB AG.

## Complaints

The customer shall verify the goods and services supplied by GS Swiss PCB AG within

seven working days of receipt of the delivery. If no written complaints of defects are made within that period, the goods or services shall be regarded as complete, impeccable and approved in respect of visible defects, identity and quantity. The warranty period and statute of limitation are twelve months in each case. They are not interrupted by acknowledgment or confirmation of a defect.

## Liability

In the case of duly complained defects, the customer must allow GS Swiss PCB AG an appropriate subsequent period for repair or replacement delivery. The choice of the remedial actions is at GS Swiss PCB AG's sole discretion. Liability shall arise only in the case that discrepancies from the contractually agreed specifications of the delivered product decidedly impair the stipulated fitness for use. GS Swiss PCB AG is only liable for prejudice suffered by the customer to the extent that this was demonstrably caused by him by deliberate intent or through gross negligence. Liability for auxiliary people is declined. In no case shall GS Swiss PCB AG be liable for secondary damage and loss of profit.

## Export

The customer is responsible for ensuring compliance with all the relevant, domestic and foreign export regulations.

## Validity of contractual provisions

Where individual provisions of these general terms and conditions of business are or become invalid or impossible to implement, it shall not affect the validity of the remaining provisions. The provisions concerned shall be replaced by legally valid provisions with equivalent effect.

## Applicable law and place of jurisdiction

This agreement shall be governed by Swiss law to the exclusion of Vienna purchasing law (United Nations Convention on contracts for the international purchase of goods).

The place of jurisdiction is the court having authority at the place where GS Swiss PCB AG has its registered office. GS Swiss PCB AG may also take action in the court at the place where the customer has his registered office.