

## **General Terms and Conditions of Abydos Electronic GmbH**

(Edition June 2012)

### **1. General**

The following terms are applicable to all transactions between the company Abydos Electronic GmbH, Schöfflisdorf (hereafter called Abydos) and the purchaser. These terms are binding for all present and future transactions even if no specific reference is made to them. When placing an order, the purchaser accepts the general terms and conditions of Abydos. Agreements are only binding if confirmed by Abydos in writing.

### **2. Quotation, Order**

All quotations of Abydos are without engagement and non binding. Each order will be regarded as accepted only after clarification of all details and upon a written acknowledgement of Abydos. The acceptance and execution of an order may require the provision of security or a pre-payment.

### **3. Prices**

The Prices are fixed and exclusive of V.A.T. However, Abydos is entitled to charge the prices ruling at the time of dispatch. Packing costs, freight and postage are charged separately.

The currency stated in the quotation of Abydos is applicable.

### **4. Delivery, Transport**

The stated delivery periods are not binding. In particular no liability can be accepted for delays arising from unforeseen events, such as force majeure, mobilization, war, unrest, strikes, shortage of raw materials, operational breakdowns, manufacturing rejects, transport delays, non deliveries or delays by a supplier, closing of business, measures taken or orders given by authorities and other unpredictable events. Abydos is dispensed from fulfilling concluded contracts within agreed delivery terms. If, due to such "non-attributable" events purchased goods can only be delivered with delay or not at all, the purchaser can draw no rights whatsoever thereof. The goods are shipped for the purchaser's account and risk EXW (INCOTERMS 2010) or CPT (INCOTERMS 2010) in case of free of charge deliveries. Partial delivery is acceptable.

### **5. Examination and Complaint**

Complaints referring to visible defects must be reported within eight days after receipt of the goods. Claims regarding the quality or quantity must be communicated in writing within eight days from receipt of the goods. Otherwise the delivery is regarded as unconditionally accepted.

### **6. Exchange, Returns**

An exchange or taking back of goods is subject to Abydos' approval. The goods are returned on account and risk of the purchaser. They must be in good order and condition and apply to the latest state-of-the-art. Abydos reserves the right to charge any costs for checking, cleaning and re-storing to the purchaser.

## **7. Warranty**

Abydos ensures the quality of the goods as warranted by its suppliers. If the product delivered is of poor quality either by fault in production or in the material, Abydos will eliminate the defects by either repairing or replacing the product. The purchaser is not entitled to perform any redhibitory action or to claim a price reduction. No responsibility is taken for damages arising from the following circumstances: unsuitable or faulty usage, improper assembly or put into operation through the purchaser or a third party, normal erosion, inattentive or careless handling, inappropriate dealing or use of force.

## **8. Terms of Payment, Reservation of Proprietary Rights**

Unless otherwise agreed, invoices are payable within 30 days from the date of invoice without deductions of any kind. Unauthorised deductions will be charged additionally. Discounts and allowances can be deducted only if Abydos has given authorisation in writing. Checks and bills of exchange are not accepted. Payments have to be made in the currency stated in the invoice. In case of non-observance, currency losses and expenses will be charged.

The right of set-off against existing or asserted claims by the purchaser is expressly excluded. Furthermore, asserted claims of defects have no bearing on the obligation to make payment. The goods supplied remain the property of Abydos until full payment of the purchase price has been received.

## **9. Drawings and Documents**

Abydos retains the sole right of ownership and copyright to all drawings, drafts, quotes and other documentation. Such documentation is personally entrusted to the purchaser and may not be made available to third parties or copied without the written agreement of Abydos. They are to be returned to Abydos upon their first request. Any violation obliges the purchaser to make restitution for damages and entitles Abydos to withdraw from the contract.

## **10. Liability**

When returned, goods with defects admitted by Abydos are either replaced, repaired free of charge or refunded.

Abydos is only liable for defects that are attributable to its own fault. Liability ends with the free replacement of the defective parts. Further claims, such as fitting and removal of defective parts, are excluded. Expressly excluded are also any indemnification claims referring to direct or indirect consequential damages, unless Abydos can be held responsible for acting with intent or gross negligence. Basically, Abydos is only liable to the extent its suppliers guarantee for their products.

## **11. Place of Performance, Jurisdiction**

For all transactions with Abydos Swiss law applies. Place of performance is Schöfflisdorf.

The Convention on Contracts for the International Sale of Goods CISG (Wiener Kaufrecht) is not applicable, Place of jurisdiction is Dielsdorf.