

Terms and Conditions for Engineering Services

- 1. Validity of our terms and conditions for engineering services**

These terms and conditions apply to all of our offers and deliveries in connection with engineering services, unless expressly agreed otherwise in writing. General terms of contract of the client with different wording only apply, if they have been accepted by us in writing.
- 2. Conclusion of the contract**

*The contract is concluded and valid, once the client has received our written confirmation (order confirmation), that we have accepted the order for the engineering services.
Offers that do not contain an acceptance period are not binding.*
- 3. Scope of delivery and services**

The engineering services are defined together with the client. Our complete deliveries and services are put down solely and conclusively in the order confirmation including accompanying enclosures. We reserve the right to make changes that lead to improvements under the terms of the respective contract, provided that they do not increase the project and production costs of the product to be developed. If a step-by-step carrying out of the development order was agreed on, each party is entitled to end the development order, when a step is completed.
- 4. Secrecy**

The parties are obliged to keep secret any information that they receive from the other party in connection with an engineering services order. Each party undertakes to conclude a secrecy agreement at the wish of the other.
- 5. Prices and Payment**

*Our prices are calculated for delivery ex works, excl. VAT and packaging as well as insurance.
Should our offer be based on a price indication, the client undertakes to pay the invoice to the extent of the price indication. Should it arise during the carrying out of the order that the price indication confirmed to the client cannot be met, the client will immediately be informed. Should it not be possible to reach an agreement on the price adjustment, we are entitled to withdraw from the contract after settling our previous costs.
Our invoices are payable within 30 days net, without any deduction. We are entitled to demand down payments and payments on account.*
- 6. Term of delivery**

*A contractually agreed delivery term runs from the moment we have sent off our order confirmation, however not before all approvals, permits and releases have been produced and not before any necessary information, documents and decisions relevant to the project have been received from the client. The delivery term shall be suitably extended if obstacles appear that lie beyond our sphere of influence.
Compliance with the delivery term presupposes that the client fulfills his contractual obligations, particularly the agreed payment conditions.
Liquidated damages for late delivery can only be claimed if a penalty clause has been agreed on in writing and under the condition that the delay is demonstrably our fault and the client can prove a damage. In the event of late delivery, the client cannot claim compensation for damages. Should we have provided partial services until the withdrawal from the contract, the client is obliged to compensate us on the basis of the underlying contract. The partial services shall remain with the client.
Should a delivery delay be more than 12 weeks and demonstrably caused by us, the client is entitled, excluding all other claims, to withdraw from the contract after prior written warning and setting of an appropriate grace period.*
- 7. Delivery**

Dispatches are sent at the cost and risk of the recipient. Packaging is charged at production costs and will not be taken back.
- 8. Transport damage**

Damages during transportation must immediately be reported by the recipient to the transporter and to us in writing (letter or fax), at the latest however, within 7 days of receiving the merchandise, otherwise any liability will be rejected.
- 9. Guarantee**

*Our engineering services are performed using the greatest possible care and up-to-date engineering equipment. Our prototypes and products are built using state-of-the-art engineering and manufacturing technology with a quality assurance system (according to ISO 9001 and, depending on the contract, in accordance with ISO 13485).
We assume a guarantee for the careful execution of the engineering services. We cannot be held liable for the technical or economic success of the services. Any defects must be reported to us in writing (letter or fax) immediately after discovery, at the latest however within 14 days, otherwise our liability totally lapses. If defects are reported in good time, we undertake to improve as soon as possible the part of the engineering services that are demonstrably unfit as a result of defective performance. We accept no liability for any further direct or indirect damage.*
- 10. Intellectual property rights**

*The client guarantees that any information, documents, samples, etc. provided to us do not infringe any intellectual property rights of third parties, such as patents, copyrights, trademarks and the like. The client must indemnify us for any claims that may arise from any such infringement.
Unless otherwise agreed in writing, plans, records of procedures, etc., that are produced to fulfill the services order belong to the client.
All legal rights to new inventions, samples, models and works pursuant to the copyright law, which were created by us in connection with the engineering services, remain our property. We allow the client an unlimited right of use free of charge for uses that lie within the area specified in the contract. If we expressly waive these rights, the client may claim them. In this case, we shall reap the benefits of use free of charge for uses that lie outside the area specified in the contract.*
- 11. Retention of title**

The delivered merchandise and all protective rights entirely remain our property until full payment has been made.
- 12. Forum and lex forum**

Any legal disputes arising from engineering services rendered under these general terms and conditions for engineering services fall under the exclusive jurisdiction of the courts of Frauenfeld. The Swiss Federal Code of Commerce (OR) will be applicable.