

General sales and delivery Conditions of IXLOGIC AG

1. Applicability

1.1 These general terms and conditions apply to all agreements between IXLOGIC AG and purchasers. Any deviation from these general terms and conditions requires the explicit written confirmation of IXLOGIC AG.

2. Contract

2.1 Offers made by IXLOGIC AG are not binding.

2.2 An order which IXLOGIC AG can, at all times, accept by written confirmation or delivery of the goods is deemed as a binding offer.

3. Prices

3.1 All prices are gross and include VAT (excepting sales to foreign countries) as well as any further relevant charges such as, for example, recycling charges.

3.2. If substantial price changes occur such as, for example, an increase in material or labour expenses, IXLOGIC AG reserves the right to adjust prices even after conclusion of agreement.

3.3 Freight and postal charges, packaging, assurances as well as additional express charges will be charged extra.

4. Place of performance

4.1 Any obligations resulting from contracts between IXLOGIC AG and purchaser are to be fulfilled at the business domicile of IXLOGIC AG.

5. Delivery

5.1 Unless otherwise specified in writing, IXLOGIC AG chooses the forwarding agent as well as the itinerary.

5.2 Purchaser takes the full risk for transport. Purchaser must file any complaints linked to transport without delay to the forwarding agent on receipt of delivery or freight documents.

5.3 IXLOGIC AG reserves the right to make partial deliveries. A partial delivery does not cause any default consequences with regard to the rest delivery. Purchaser is not permitted to reject partial deliveries or rest deliveries, or to refuse payment.

6. Delivery periods, delivery dates, delivery defaults

6.1 Stated delivery dates represent the current information status. While delivery periods are given in good faith, they are not guaranteed.

6.2 In the case of nonobservance of written confirmed delivery dates by IXLOGIC AG, the purchaser can withdraw from a purchase order, but only after having set an additional time limit of at least 4 weeks in writing to IXLOGIC AG and after another unused appropriate extension of time of at least another 4 consecutive weeks. Indemnification claims are excluded.

6.3 IXLOGIC AG reserves the right to cancel the agreement at any time in case of delays due to circumstances such as failures of suppliers to deliver or force majeure or import and export restrictions. Indemnification claims are excluded.

7. Transfer of risk

7.1 Gain and risk pass to the purchaser as soon as the goods are handed on to the forwarding agent or prepared for collection through the purchaser or his sales representative.

7.2 The Purchaser is responsible for insurance of the goods.

8. Ownership reservation, assignment of a claim

8.1 Until receipt of the entire payment, the goods remain the property of IXLOGIC AG.

8.2 IXLOGIC AG reserves the right to record the property rights any time.

8.3 As a precaution, the purchaser is bound to convey to IXLOGIC AG a claim of the purchase price against the third party of the sale of goods still being under ownership reservation or having been further processed. The assignment is fixed at the amount owed to IXLOGIC AG together with the applicable default interest for up to 3 years as well as the administrative and enforcement charges at the amount of 10 % of the purchase value (the latter at the minimum amount of CHF 1'000). The written assignment of purchaser is effected by signing the delivery documents of IXLOGIC AG.

9. Terms of payment

9.1 Payment terms are 30 days net effective from date of invoice. Payment shall be made by the purchaser at the domicile of IXLOGIC AG.

9.2 Payment is also due in case of delivery delays which are not caused by IXLOGIC AG.

9.3 At its own discretion, IXLOGIC AG reserves the right to deliver only upon prepayment or cash on delivery.

9.4 If purchaser refuses delivery, IXLOGIC AG has the right to deposit or resell the goods, without prejudicing its claims against purchaser.

9.5 Purchaser is not entitled to offset claims against IXLOGIC AG.

10. Delay of payment

10.1 In case of delayed payment, IXLOGIC AG is entitled to charge an annual interest of 6 % on expiration of the payment date stated in paragraph 9.1. IXLOGIC AG also charges for reminders to pay as well as judicial and extra judicial costs.

10.2 IXLOGIC AG is entitled to cancel the contract and/or request indemnification at any time.

11. Return of goods

11.1 IXLOGIC AG accepts return of standard goods in its own discretion.

11.2 Customized products or goods from manufacturers that are not part of lines represented by IXLOGIC AG, unfinished products or NCNR (“Non-Cancellable and Non-Returnable”) marked goods cannot be returned to IXLOGIC AG.

11.3 IXLOGIC AG’s return procedure is to be followed in case of a return of goods. Condition essential to a return of goods is an assignment of the so-called RMA-number (“Return Material Authorisation”) by IXLOGIC AG. IXLOGIC AG is entitled to return those goods to purchaser on his own account on non-compliance of the return procedure.

11.4 All costs and risk transfers to the purchaser when he returns goods. After receipt of the goods, risk passes on to IXLOGIC AG.

12. Warranty

12.1 Immediately after receipt of the goods, purchaser must ascertain that the products delivered are in conformity with the agreement.

12.2 The purchaser is obligated to inform IXLOGIC AG in writing within 10 days after receipt of the goods stating the nature for complaint otherwise the goods are regarded as approved.

12.3 IXLOGIC AG can correct the defect by repairing or replacing the product.

12.4 All warranties on the products delivered cease to be effective:

- a. if the products delivered are not used in conformity with the agreed or intended purpose.
- b. If the products are used continuously without defect
- c. If defects have been caused by purchaser or a third party
- d. If defects are the result of unauthorized interference or inexpert use by purchaser, especially for mechanical, thermal or electric treatment or further processing.

12.5. The warranty period is one year from acceptance of the goods or from default of acceptance of the goods.

If a supplier of IXLOGIC AG allows longer periods of warranty, IXLOGIC AG can allow in writing a longer period of warranty for the goods of this supplier in agreement with the supplier and on request of the purchaser.

12.6 If not otherwise agreed upon, the warranty is governed by the Swiss commercial code, article 197 ff.

13. Exclusions of other liabilities

13.1 IXLOGIC AG is only liable for intent and gross negligence.

13.2 IXLOGIC AG is not liable for intent and affirmative negligence of auxiliary persons of IXLOGIC AG.

13.3 Liability of IXLOGIC AG is exclusively limited to claims being mentioned in these general conditions. IXLOGIC AG is not liable for any damages or losses which are not related to the goods themselves, such as loss of production, loss of time, loss of orders, loss of profit or other direct or indirect damages and losses.

14. Re-export

14.1 The purchaser takes cognizance that re-export of goods acquired from IXLOGIC AG can be governed by Swiss or foreign law. Before exporting goods, the purchaser must obtain the required export licences.

15. Applicable law

15.1 All agreements between IXLOGIC AG and purchaser are governed by the Swiss commercial code. The application of the Conventions of the United Nations on Contracts regarding International Sales of Goods and the Vienna Convention on the International Sales of Goods is excluded.

16. Jurisdiction

16.1 The courts at IXLOGIC AG's place of domicile have exclusive jurisdiction. Excepted are the jurisdictions for consumers as stated in article 22 of jurisdiction law.

17. Salvatory clause

17.1 If individual conditions of the contract are invalid or become invalid the other conditions and section of the contract remain effective.