
General Terms and Conditions

Offers, sales and services (equipment, consultancy and software for data management) by us are subject to the following terms unless otherwise expressly specified in writing.

1. **Place of fulfilment of contract:** The Buyer shall fulfil all his commitments at our domicile in Horgen, which is also the place of fulfilment for goods packed and post-paid or freighted respectively to the Buyer 's premises.
2. **Legal construction:** All contracts of Sales shall be construed as Swiss Contracts and shall conform to the laws of Switzerland. In the case of litigation, Horgen shall be the locality for such litigation.
3. **Prices:** Prices are based on the prices of materials and production costs ruling at the time of estimate. We reserve the right to charge the prices ruling at the time of delivery.
4. **Payments:** Payments will be made in accordance with the terms contained in our Offers and accepted by the Buyer at the time of placement of the Buyer's order, and will be made free of any expense to us in Zurich.
5. **Deliveries:** Part deliveries will be understood to be separate transactions payable on the agreed terms. If the Buyer fails to meet the agreed terms of payment, or makes any deduction contrary to the agreed terms, then we shall exert the right to extend or cancel the delivery of outstanding order balances. Delivery is understood to be ex Works and delivery dates are given approximately, without guarantee. Estimations of delivery periods commence at the time when any queries appertaining to the execution of the order have been concluded and when acceptance of the order has been confirmed by us. We do not hold ourselves responsible for, and reserve the right wholly or partially to annul, the terms of delivery in the event of Acts of God, War, Mobilisation, Strikes in our Works or of Suppliers of materials, part finished or finished products, the variation of existing trade agreements or the consequences of future trade agreements, currency. payment or export restrictions, difficulties in the employment of skilled personnel, failure on the part of the Buyer to honour agreed terms of payment.
6. **Packing costs:** Chargeable to the Buyer in the case of deliveries abroad. Cost of packing on Inland deliveries will be accepted if containers etc., are returned in good condition free to our works within eight days from receipt. In this event half of the invoiced packing value will be refunded.
7. **Insurance:** Effected only at the request of the Buyer and for his account. Goods in transit are for the account and at the risk of the Buyer, including any agreement for goods free delivery his premises. In any consequence of damage, delay and loss, the Buyer will have recourse to the Transporting Authority or insurance Company concerned.
8. **Product catalogues and descriptions:** All illustrations, dimensions and weights mentioned therein are to be considered as approximate. We reserve the right to alter or modify the designs of our products without prior notice. Such alterations or modifications do not entitle the Buyer to cancel the order. Our

Estimates, Drawings, Descriptions, Photographs etc., remain our property and must not be passed to a third party, nor published or duplicated without our permission in writing. If no order is placed, we reserve the right to demand the return of price quotations, descriptive literature etc.

9. **Claims:** Claims must be notified to us, in writing, within four weeks following the receipt of the goods. Later claims cannot be considered.
10. **Guarantee:** A full twelve months guarantee is given from the date of delivery ex Works for machines, apparatus and instruments and their component parts, to the extent that all parts which in that period have proved to become unserviceable owing to bad material or faulty production will be repaired or replaced free of charge without any obligation on our part to make good any further damage. Faulty parts which are the subject of complaint must be sent carriage paid, packed and free of any other charge to our Works.
11. **Liability and limitation of liability:** We are only liable to the buyer or client for the performance of the agreed services in accordance with the contract. We shall only be liable in cases of intent and gross negligence. Otherwise, liability is excluded to the extent permitted by law. In particular, liability for indirect damage and consequential damage, for cases of force majeure and strikes, for technical faults for which other companies and/or network operators are responsible and for auxiliary persons is excluded. Insofar as liability exists, it is limited in all cases to the amount of the proven damage, but at most to the contractual amount.
12. **Validity of the order:** We only accept the order as valid if it corresponds in all parts to our offer and these general terms and conditions. Deviations must be confirmed by us in writing and expressly acknowledged.
13. **Liability and limitation of liability for HUGGENBERGER MONITOR Software platform (HMP):** We cannot be held responsible for any damage that may occur due to the display of incorrect data or incorrect interpretation or for the inability to use the software by the buyer / user. The data / values represented in Huggenberger Monitor cannot be considered as professional opinions or report. The use of data, tables and graphs represented in Huggenberger Monitor is therefore the sole responsibility of the user and of the personnel responsible for such use. Huggenberger Monitor is neither a control and validation software, nor a predictor or analysis software (such as FEM, DEM, or others). We cannot be responsible for any malfunction due to incorrect information and/or data and/or thresholds/conditions of implementation required and communicated by the buyer himself. We cannot guarantee the constant and perfect accuracy of the visualization of data with its contents, generated for example but not limited to:
 - Network issues, limitation of access.
 - GSM/GPRS Connection slowdowns
 - Lack of GSM/GPRS connectionAny issue generated by issues above cannot be considered as our responsibilities and therefore we're not liable for any direct and/or indirect damage either to people, goods, services or data.

We are not responsible for any virus, malware and/or malicious software from third-party sites and/ or files (although used within the HMP software and all its applications) that could infect the computer systems.

We cannot guarantee that the HMP service is totally free from "bugs" and we decline any responsibility for incorrect visualization and/or notification due to such "bug". Nevertheless, we will take all necessary steps to correct and resolve any "bugs" detected in the system.