

GENERAL TERMS AND CONDITIONS OF ECONORM AG

1. Scope of application

These General Terms and Conditions are applicable to all offers made by ECONORM AG (Econorm) and orders received, as well as in every transactions between Econorm and a client. They are an integral part of the offers addressed to customers. Any derogation from these General Terms and Conditions is only valid if confirmed in writing by Econorm.

These GTC apply to the detriment of the buyer's general terms and conditions.

2. Validity of offers

Our offers are subject to confirmation. A contract is therefore considered to be concluded only when the order placed by the customer on the basis of the offer made by Econorm is confirmed in writing. Any objections in relation with the content of the order confirmation that may differ from the offer must be communicated to Econorm within 8 days.

3. Price

Prices are calculated as fairly as possible and are based on actual cost prices and costs at the time of the offer. They are only valid for the quantities stipulated and excluding taxes.

4. Payment

Unless otherwise agreed, the terms of payment are as follows: payment within 30 days from the invoice date, net without discount.

In the event of late payment, Econorm also reserves the right to stop all deliveries or to continue them with new payment conditions.

5. Reservation of ownership

Ownership of the products will only be transferred to the customer upon receipt by Econorm of full payment of the agreed price.

6. Shipping

Transportation costs are at the expense of the customer. They are included, only for shipments within Switzerland, in the unit price indicated in the offers made by Econorm. The carrier, for Switzerland, is designated by Econorm.

7. Risks and benefits

The risks and profits related to the goods are transferred to the customer as soon as they leave the company, unless otherwise agreed in writing between the parties. Therefore, the customer

is responsible for the goods from the moment they leave the company. The shipment from Econorm thus travel exclusively at the customer's risk.

The products are delivered in the standard packaging of Econorm.

8. Authorizations

It is the buyer's responsibility to obtain authorizations for Econorm products in the buyer's country.

9. Delivery time

Delivery times shall be observed to the greatest possible extent, provided that the customer provides, within the time limits required by Econorm, all the documents necessary for shipment. Any claim for damages is excluded in the event of late delivery without any gross negligence from Econorm.

Cases of force majeure and fortuitous events release Econorm from any obligation. They also allow Econorm to terminate all or part of its commitments, without the customer being able to claim any indemnity whatsoever.

10. Complaints

Complaints about the quantity, quality or packaging of the goods may only be examined if they are communicated to Econorm in writing immediately after reception of the goods. However, any goods handled by the customer cannot be the subject of a complaint. If the complaint is justified, the defective goods will be exchanged or repaired free of charge. Any other claims of any nature whatsoever, in particular those for damages, are excluded.

11. Tools

The tools remain the exclusive property of Econorm, even if the customer has contributed to start-up costs.

12. Intellectual and industrial property

The products delivered are developed, designed and manufactured by Econorm. As a result, Econorm alone owns the intellectual property rights to its products, as well as for to drawings, plans, photos, technologies, etc. Econorm is the sole owner of the existing industrial property rights, in particular trademark rights. Counterfeiting, copying and use of Econorm products, not in accordance with the provisions of the contract, may constitute a violation of the aforementioned industrial property rights and are therefore only allowed with the express consent of Econorm.

In no way whatsoever does the buyer receive a license or any other similar right.

13. Cancellation

Cancellations do not release the customer from his obligations, in particular for finished products or work in progress and for tooling costs, which must be paid in any case.

A product return is only possible with the prior written agreement of Econorm and, in general, if they are in good condition, in their original packaging and with the invoice. In case of agreement of Econorm, finished products or work in progress and tooling costs must be paid in any case.

14. Traceability

The buyer must maintain documentation to track transactions related to Econorm products for 10 years. This documentation must at least include the product (number and quantity) and the customer's contact information.

15. Warranty

Only proven manufacturing defects of the delivered goods are considered as defects. The warranty period is two years from the date of invoice.

Econorm shall not be liable to the buyer and its end customers for any loss of income, loss of profit, loss of volume, loss of business or any indirect and consequential loss due to defects, whether based on the contract or on any other basis.

16. Applicable law and jurisdiction

Any dispute that cannot be settled amicably between the parties shall be judged in accordance with the rules of Swiss law, with the exception of the CISG, by the competent courts of the Canton of Saint-Gall.

These General Terms and Conditions cancel all previous ones.

St-Imier, December 2018