

# Conditions Lightboard SA

## **1 Sales, Delivery and Payment**

- 1.1 We deliver all our goods and services provided solely under our sales, delivery and payment conditions. Opposing or deviating conditions of the customers are not recognized, unless agreed otherwise.
- 1.2 1.2 Our sales, delivery and payment terms apply only to enterprises

## **2 Order, delivery, documentation**

- 2.1 Our offers are not binding, unless indicated otherwise.
- 2.2 Crucial for the job is our written order confirmation. With immediate execution of the order, the invoice or delivery note will act as order confirmation. If the customer has objections to the contents of the order confirmation, he has to indicate this immediately. Production-related over- or under-delivery of s 5% are reserved.
- 2.3 Amendment, supplement or rescission of a contract or these conditions becomes effective only after our written confirmation.
- 2.4 For all drawings belonging to us and other documents we retain unlimited copyright ownership and exploitation rights. At request these documents must be returned to us. You are not allowed forward these documents to third party without our prior consent.

## **3 Delivery**

- 3.1 Quoted delivery times and dates are not binding if not indicated otherwise. Also agreed binding deadlines are not fixed, if they were not expressly set forth as such.
- 3.2 The delivery period begins with the order confirmation, but not before provision of advance payments from customers of all necessary documents and information about technical details, permits, approvals and any other prior agreed actions.
- 3.3 The delivery deadline is met if the goods have left our warehouse in time, and the customer has been notified.
- 3.4 The delivery period is prolonged appropriately in the context of strikes and unforeseen obstacles that we have no control over, if such obstacles retard production or delivery of goods delivered. This applies even if these circumstances arise at subcontractors. We are also not also not responsible for these circumstances them if they occur during an existing delay. Beginning and end of such obstacles, we inform the customer as soon as possible.
- 3.5 The customer can only withdraw from the contract, if a reasonable extension period has been set before and the delivery within the extension period has not occurred.
- 3.6 If we fail to deliver in time based on severe negligence we cover the damages. We cover 0,5 % of the price per week, in total a maximum of 5 % for the goods that could not be used as planned.
- 3.7 If ordered and prepared goods are not picked up by the customer as agreed, we will invoice storage costs, at least 0,5 % per month of the price.

## **4 Prices**

- 4.1 The price stated in the order confirmation is binding. Unless otherwise agreed, our prices are ex works, they do not include customs duty and VAT.
- 4.2 If after conclusion of the contract until export of the order not predictable cost increases occur, for example increased wages and raised material costs, we reserve the right to adjust prices within the changed circumstances and without calculation of an extra profit.

## **5 Payment**

- 5.1 Our payment terms are generally 30 days of invoice date, net pay, at no bank costs for us if not agreed otherwise.
- 5.2 Bills of exchange and checks are accepted only upon agreement. Discount charges and other charges are to be covered by the customer .
- 5.3 All our claims become due immediately, if the customer does not comply with the terms of payment. We can then also prohibit sales and processing of the goods that were delivered under retention of title.
- 5.4 We can demand the return of the goods at the costs of the customer.

## **6 Offsetting and retention**

- 6.1 The customer may only offset an uncontested or rightful established counter-claim.
- 6.2 The assertion of the right of retention is only possible on the same contract bases and if the claims are undisputed and rightful.

## **7 Transfer of risk / shipping / transport pallets**

- 7.1 The goods are shipped from the factory at the customer's risk. The risk is transferred to the customer, even if free transport is agreed.
- 7.2 If the dispatch is delayed as a result of circumstances caused by the customer, then the risk is transferred from the date of dispatch to the customer.
- 7.3 If we choose the forwarding agent, type of shipment, we are only liable in case of gross negligence.
- 7.4 Return of goods without our consent is made at the expense and risk of the customer.
- 7.5 The transport pallets, are non-returnable pallets from recyclable materials, which are not to be used again for security reasons. The pallets are to be disposed by our customers or returned to us FOB.

## **8 Reprimand**

- 8.1 The customer has to control every delivery on receipt for completeness or damages. Complaints have to be sent to us in writing immediately. Damages or other complaints need to be communicated in writing on the transport documents.
- 8.2 The customer is obliged to examine the merchandise and apparent damages of quality issues have to send to us in writing immediately. Hidden defects must be communicated immediately after their discovery.

8.3 Defect goods cannot be processed or sold, in this case any warranty claims are impossible.

## **9 Warranty**

9.1 We guarantee a consistent and impeccable quality of our products for at the most 3 months. However, changes due to technical developments are reserved. Trial products, prototypes, etc. are exempt.

9.2 Proposals for the use and application of our products are based on our knowledge and experience. They are not binding, the actual use of the products in the final environment is at the risk of the customer.

9.3 The application, use and processing of products is beyond our control and is therefore the sole responsibility of the customers. We recommend to execute sufficient tests in each case to ensure the suitability of our products for a specific purpose.

9.4 We assume no warranty in the following cases: failure to comply with our specifications, or improper storage or unsuitable use, faulty installation by the buyer or third parties, natural wear and tear, incorrect treatment, freezing, chemical, electro-chemical influence. We have no liability if the customer asks for advice for usage of the product.

9.5 If a defect is clearly our fault, we are allowed to correct this defect. If the defect cannot be corrected, the customer can retreat from the contract or ask for a price reduction.

9.6 Our liability is limited to the delivery value of the defective products, unless the law is not determining otherwise.

## **10 Damages**

10.1 We are liable for intent and gross negligence. For slightly negligence we are only liable when it comes to the violation of essential contractual obligations, which arise from the nature of the contract or the breach of which endangered the contract purpose. Even then, the damages to the contract-typical, foreseeable damage are limited. In the remaining case of slight negligence claims for damages are excluded, for whatever legal reason.

10.2 The foregoing liability limitation does not apply for the claim under the Product Liability Act, injury to life, body or health.

10.3 The limitation for claims for damages does not apply if we fraudulently concealed a defect.

## **11 Limitation**

All claims by the customer - for whatever legal reason - are limited to 12 months. For claims of damages to the above item the legal deadlines apply.

- 11.1 Return of goods without any legal obligation. Goods which are taken back by us without the existence of a legal duty may be credited with max 80% of the invoice, also if the goods are in perfect condition, custom designs or custom-made are only taken back with the scrap value.

## **12 Retention of title**

- 12.1 We reserve title to all goods supplied by us before full payment. These claims also concern the checks and bills receivable, and receivables from current accounts.
- 12.2 In the return of the delivered goods by us does not imply a cancellation of the contract unless we had expressly accepted this.
- 12.3 In the event of seizure or other actions by third party, the customer must notify us immediately. The customer bears all costs for the abolition of the seizure and replacement of the delivery item to be expended, if third parties cannot confiscate them.
- 12.4 The customer is entitled, subject to admission withdrawal for cause, over the item of supply under a regular business procedure. Not allowed in particular are pledging and seizure. In the case of reselling the customer already now assigns all rights that arise from the particular demand for payment, but also other claims that are associated with the sales, the amount is the final invoice sum (including VAT), to us, and that regardless of whether the delivered item has been resold before or after processing. The customer is permissible up to a good cause cancellation by us entitled to collect the assigned claims fiduciary. The resale of receivables under a factoring requires our prior consent. For good reason, we are entitled to the assignment of claims on behalf of the customer to announce the third debt partners. The notice of the assignment to the garnishee shall terminate the authority to collect the customer. In case of revocation of authority to collect, we can demand that the customer is known to us, the assigned claims and their debtors, loading all the information necessary for collection, and transfers the documents and inform the debtors of the assignment.
- 12.5 If the merchandise is mixed with other items, we acquire ownership of the new item in the ratio of the invoice total (including VAT)
- 12.6 If the mixing, blending or combining in a way that the responsibility of the customer is regarded as the main cause is considered as agreed that the customer is our joint ownership of the main thing in the ratio of the final invoice.

## **13 Place of fulfillment, jurisdiction, applicable law**

- 13.1 Place of fulfillment for payments is for both parties Neuchatel/Switzerland.
- 13.2 Jurisdiction for all is of its creation and its effectiveness over legal disputes arising from merchants for both parties for the Neuchatel competent court. At our discretion, we may institute legal proceedings at the head office or place of establishment of the customer charge.
- 13.3 The contract is subject to Swiss law.

## **14 Severability**

Should one or more provisions of this Agreement be or become legally invalid, the validity of the remaining provisions shall not be affected. In place of the ineffective provisions there will placed provisions with a possible same logic that serves the purpose of the invalid provision as closely as possible.