

General Terms and Conditions (AGB)

For business transactions between Astrol Electronic AG (consecutively called supplier) and the Customer the following terms and conditions are applied. Any other Customers' terms or conditions which contradict to are only valid after being expressly accepted by the supplier, or there is a separate delivery contract.

1 QUOTATIONS / ORDERS

The offers of the suppliers are subject to change. Customers' orders are considered accepted only after being confirmed by the supplier in writing.

2 PRICE

2.1 The prices are, unless otherwise indicated, fixed prices in Swiss francs, exclusive of VAT. All additional costs, such as costs of freight, custom, insurance, export, transit, import and other permits are charged to the Client, unless otherwise agreed.

2.2 The supplier expressly has the rights reserved to calculate current prices on the day of delivery in case of changed cost conditions. This applies in particular to currency fluctuations. For precious metals, the commodity prices, which were confirmed by the supplier, are applied. In case of orders of small quantities, a reasonable surcharge remains reserved.

3 SCOPE OF DELIVERY

For the scope and execution of the delivery, the confirmation of order is basically authoritative. Over- and under- deliveries of up to 10% of the ordered quantity of PCBs are allowed. Information on weights of the goods as well as weights and measures of the packages are always approximate and not binding. Partial deliveries are permissible.

4 TERMS OF PAYMENT

4.1 Payments shall be payable within 30 days after the invoice date net, payable without any deduction. Checks are only considered as payment from the moment of encashment.

4.2 If the payment deadline is exceeded, with reservation of assertion of damage caused by default, in particular of currency exchange loss, interests can be charged even without any special reminders. The interest rates are based on the domicile of the purchaser prevailing interest rate conditions, however, at least 4% over the discount rate of the Swiss National Bank.

4.3 It is hereby expressly excluded that the customers have any rights to refuse or retain their payments, as well as to charge any possible counterclaims.

4.4 In the case of late payment, the Supplier is entitled of withhold of further deliveries and or and of request appearing security prepayment.

5 DELIVERY AND INSURANCE

Delivery is made in the standard supplier's packaging. Invoices and risks are on the purchaser. The packaging is taken back upon request.

6 BENEFIT AND RISK

From the moment on the delivery leaves the supplier's premises, the benefit and risk are then the customer's matter. If the shipment is delayed or to any of the reasons mentioned in paragraph 10, on the grounds mentioned in paragraph 10 delayed or impossible to be done, the delivery will be on the account and risk of the purchaser.

7 RETENTION OF TITLE

The supplier retains the ownership of its delivery until its full payment by the purchaser has been completed. The purchaser is obliged inform the suppliers of any changes of address of all kind of alternations which could wreak the security of the supplier's property. Suppliers reported immediately.

8 WARRANTY

8.1 In case of proved defective merchandise, the supplier only has the liability and the choice between replacing and repairing the material. Any purchaser's claim against the supplier for delivery failure, in particular damages, price reduction and termination of contract is excluded.

Returned goods are not accepted without consent of the supplier. In all other matters it is the manufacturer's warranty-conditions which apply.

8.2 The functionality of newly developed designs and design changes must always be verified by means of prototypes. The liability for consequential damages is expressly excluded. This is true for repairs of series, which are placed by customers without design verification.

8.3 Complaints must be made within 8 days after receipt of goods, otherwise, the delivery will be deemed approved. Any possible deliveries damaged through their transportation are only accepted when reported the latest within 8 days after the delivery of the goods.

9 DELIVERY TIME

9.1 Delivery time is determined according to the in-writing assured deadlines.

9.2 The delivery period may be extended if the supplier does not provide the supplier with the needed information for the execution of the order in time, what can subsequently cause delivery delay. The delivery time can be further extended if the customer is in default with prior contractual obligations, especially payment obligations, working in arrears or with the performance of its contractual obligations.

9.3 The supplier's rights are not to be affected due to extension of the delivery time.

9.4 The Purchaser is not entitled to damages or dissolution of contracts due to delay in delivery.

10 FORCE MAJEURE

The supplier is not be liable for non-fulfillment of contractual obligations caused by force majeure and all obstacles that are beyond the control of the supplier, regardless of whether they are third parties with him, the customer or an arise. Such events include epidemics, mobilization, war, riots, equipment failure, accidents, labor disputes, late or incorrect deliveries and regulatory measures.

11 DOCUMENTATION

Discrepancies in the documentation, especially in descriptions and Illustrations, are permitted provided that the documents still fulfill their purposes. The documentation is created with the best possible care. The supplier cannot be liable for errors or omissions.

12 CONFIDENTIALITY

The buyer may use all confidential information, such as technical documentation and commercial information only for the agreed use and may not make copies available for third parties. The purchaser is responsible to inform their employees about this obligation explicitly.

13 EXPORT / APPROVALS IN SWITZERLAND

13.1 The Purchaser is responsible for compliance of domestic and foreign export regulations. The re-export of certain products of foreign origin is only permitted with a permit by the Federal Department of Economic Affairs for import and export. The supplier clearly indicates such products in offers and invoices, so that the obligation is passed to the purchaser.

13.2 In accordance with the Regulation for Low Voltage products (NEV) of 07.12.1992, all electronic products from 50V to 1000V or greater than 2A need authorization.

14 APPLICABLE LAW, PLACE OF PERFORMANCE AND JURISDICTION.

14.1 Every existing legal relationship between the customer and the supplier is subject to the Swiss Law. Terms and Conditions from the customer will not be accepted.

14.2 Place of performance for all mutual obligations regardless other agreements regarding delivery and payment is Baden.

14.3 The place of jurisdiction is Baden.

14.4 This Terms and Conditions are done in German and English. In case of any disagreement, the German version will apply.