

## Terms and Conditions

I. General: Our deliveries and services solely on the basis of the following conditions, which are content of individual contracts. Other terms and conditions of the buyer are not, even if they are not expressly contradicted part of the contract.

II.Contract: 1. Our offers have a Tender validity period of 4 weeks, if not differently stated. 2. supply contracts are made only with our written confirmation which is decisive for the content and scope of delivery. 3. Any changes or additions to the contract must be in writing.

III.Prices: 1. Unless otherwise agreed, our prices are in EUR and apply ex works plus shipping and handling costs.. In Germany, the value added tax at the statutory rate. The prices are calculated according to the price list valid at the time of delivery.

IV.Payment: 1. The payment of the purchase price is to be paid within 10 calendar days of the invoice date. In export the contractual payment conditions. 2. Interest shall be 5% p. a. above the current base lending rate of the European Central Bank. 3. Payment instructions Cheques and drafts are accepted only by special agreement and only on account of payment with all collection and discount charges. 4. go in export bank fees incurred in the buyer's country and Akkreditivspesen, even if they occur in our country, at the expense of the buyer. 5. The Buyer shall only be entitled to Payments due to any counterclaims including warranty claims offset or withhold, as far as undisputed or legally established entitlements available. 6. If payment terms are not met or known facts, give rise to justifiable doubt as to the creditworthiness of the buyer, all our claims become due. In these cases we are entitled to execute outstanding deliveries on condition that a reasonable advance payment or security or to claim damages for non-performance after a reasonable period of the contract.

V. Delivery time:

1. Delivery dates and times are to be agreed in writing, otherwise they are non-binding. 2. Delivery periods begin on the date of order confirmation, but not before the fulfillment of any prior obligations of the buyer. They end with the day on which the goods leave the factory or readiness for shipment.

3. The delivery period shall be extended upon the occurrence of force majeure such as natural disasters, war, riot or strike. Beginning and end of such obstacles are communicated to the buyer as soon as possible.

4. If the buyer contractual obligations on time or correctly, we are entitled to our delivery dates and deadlines according to the needs of the production process appropriate to postpone. 5. Self-employed part deliveries may not reject the buyer.

VI. Shipping and transfer of risk: 1. The product is commercially packaged and shipped. Shipping is at the risk and expense of the purchaser. 2. If the shipment is delayed through the fault of the purchaser, so already the risk passes to the buyer on the day of shipment. We are entitled in this case to store the goods at the expense and risk of the buyer and as delivered to invoice. 3. damage during transport, the purchaser must immediately arrange for a factual report.

VII. Retention of Title 1. The delivered goods remain our property until full payment of the goods. 2. The buyer may resell the goods in the ordinary course of business. He already now assigns all claims arising from the resale of the goods to us. The buyer is only as long as entitled to collect receivables from the resale, as he fulfills his payments to us. In combination of the reserved goods with other goods by the buyer, we have the ownership of the new thing in relation to the invoice value of the goods to the invoice value of the other goods. exceeds the value of the existing secured claims by more than 20%, we are obligated at the buyer's request to release security at our discretion.

VIII. Legal liability for defects:

1. Obvious defects in the goods supplied and wrong delivery, the buyer must be notified immediately after receipt of the goods at the destination hidden defects immediately after their identification. The buyer must send the defective goods, in this case with the Photometric report in the original packaging to our complaint department for review. For large units, the repair is done on site. In the export is also possible, to hand over the goods to a named by us Service Center for inspection and repair. 2. In the case of a justified complaint we improve priority free or deliver a flawless replacement. In the case of subsequent delivery, the buyer is obliged to return the defective item. Proves to repair or Replacement impossible or unreasonable, the buyer is entitled to assert the statutory warranty rights. 3. repair by the purchaser or third parties are excluded, unless by our prior consent in writing. The buyer is entitled in this case, to demand reimbursement of necessary expenses. 4. The claims of the purchaser due to a defect expire one year from the transfer of risk. 5. We are not liable for any damages incurred as a result of improper use, faulty installation, repair or maintenance by the Buyer or any third party, or by normal wear and tear. 6. In the export require from national regulations, standards or customs of the country resulting demands on the quality of a contractual agreement.

IX. Differences in quantity: Complaints about quantity differences are immediately latest within 5 working days of receipt of goods at destination in writing to us. In the event that the claim is entitled to a replacement or credit will be equal to the missing amount.

X. resale in export: In the event of resale of the goods for export, the buyer has to store that the new and more each buyer receives all the goods belonging use and user manuals and attached to its

quality marks and information about known peculiarities of the goods. The buyer shall, if necessary, to make translations.

XI. General Limitation of Liability: We accept unlimited liability for intent and gross negligence also our legal representatives and senior agents or employees, but not for such a simple vicarious agents. For slight negligence, we shall only be liable if a duty is violated, the fulfillment of the purpose of the contract is of particular importance (cardinal obligation) or injury to life, body or health.

XII. Place of performance and jurisdiction:

(1) The place is Widnau.

(2) Place of jurisdiction for both parties is Widnau.

(3) The law of Switzerland.

#### **Privacy policy**

Your data will be passed on to any third parties..

#### **Withdrawal for the Sale of Goods**

You have the right to cancel within a period of 14 days without giving a reason a closed distance contract. The cancellation period is 14 days from the date of contract. To exercise your right you have poncius tec GmbH, Gässelistr. 13, 9443 Widnau Switzerland a clear statement (eg a consigned by post mail, fax or email) of your decision to withdraw from this contract. inform. You can download it here and use our cancellation form. The use of this form is not mandatory. To meet the cancellation deadline, it is sufficient that you send your communication concerning the exercise of the right of withdrawal before the withdrawal deadline.

Effects of withdrawal:

If you withdraw from a concluded with us in the distance contract, have we all payments we have received from you, including delivery costs (except for the additional costs arising from the fact that you chose a type of delivery other than that offered by us, cheapest Shipping), immediately and no later than within 14 days from the day repayment which the notice is received through your cancellation of this agreement with us. For this repayment we use the same method of payment that you used in the original transaction, unless you expressly agreed otherwise; in any case, you will be charged fees

for such repayment. We may refuse reimbursement until we have received the goods back, or until you have demonstrated that you have returned the goods, whichever is the earlier. You have the goods promptly and in any event not later than 14 days from the date where you teach us about the cancellation of this contract, to be returned to us or passed. The deadline is met if you send the goods before the deadline of 14 days. You bear the direct cost of returning the goods. Should the goods be returned freight collect, we are entitled to withhold an appropriate amount or to be charged.

***Edition 4.2015***  
***poncius tec GmbH***  
***Gässelistr. 13***  
***9443 Widnau-Schweiz***