

# General Terms and Conditions (GTC) of AareNet AG, Meriedweg 11, CH-3172 Niederwangen, Switzerland

## 1. General

All business with AareNet AG (hereinafter AareNet) is subject to the terms and conditions outlined below if no different specifications or agreements were made in respective offers or project contracts. Any conditions stipulated by the Customer which are in contradiction to our general terms and conditions shall only be valid if expressly accepted by AareNet in writing. In case of contradiction, gaps or lacks of clarity the general terms and conditions shall apply.

## 2. Software and Firmware

Specials conditions apply for Software and Firmware. AareNet grants Customer a license as set out in the Customer License Agreement (CLA) to use the Software, Services and any all information provided to Customer. As an integral part of the offer and with the order of the Software, Customer accepts the terms and conditions of the Customer License Agreement (CLA) version 10/15, which is available on our website in the section download. The purchase or provision of software and firmware provides the right for use on one system only. The software and firmware may not be reproduced, copied, reverse-engineered, transmitted or redistributed in any way whatsoever.

## 3. Price

Only written offers or in writing confirmed prices of AareNet are binding. The prices of the products and services of AareNet are strictly net in the offer or the confirmation mentioned currency, excluding value added tax (VAT) and delivered from AareNet warehouse. Provided that nothing different is agreed, deliveries are shipped ex works (EXW Niederwangen, Switzerland, Incoterms 2010), packaging included.

## 4. Payment Terms

Provided that no different written arrangements exist, all invoices are payable by means of bank transfer within 30 days after the invoicing date, net, without deduction on the account stated on the invoice. Bank charges are at the expense of the customer. If the Customer is in delay of the payment, he shall be liable, without reminder, for default interest at the rate of 6% p.a. with effect from the agreed date on which the payment was due. Additionally, starting with the 2nd reminder, charges of CHF 30.- per reminder apply. AareNet reserves the right to deliver customers only against payment in advance or to ship its deliverables with time-restricted licenses, such licenses shall be changed to unrestricted licenses upon collection of all amounts due. For services provided by AareNet, AareNet is entitled in case of default of payment by Customer to discontinue its services with immediate effect and after unsuccessful reminder, to dissolve the respective agreement without notice and to claim damages.

## 5. Shipment Times

AareNet will do its best to adhere to any promised shipment time even in case of not foreseen problems. Delayed shipments shall not be deemed to be a cause for claims for damages nor for cancellation by the Customer.

## 6. Quantities Shipped

Shipment is performed according to actual product availability. Partial shipments are allowed.

## 7. Return Material

Returned material is only accepted if a written authorization has been obtained from AareNet. Return of material for customer specific goods is generally not accepted. Material received without any prior authorization will be returned at the Customer's expense. A fee for administrative cost and product inspection will be levied on the customer's expense.

## 8. Warranties

AareNet warrants that the deliverables provided confirm to the advertised specifications and are not subject to errors that do reduce or offset the value or usability. Malfunctions in the Software that reduce the usability minimally or in a negligible level will be remedied by AareNet either by an improved version of the Software, by shipment of a patch or in negligible levels by information how to remedy or by a work-around of the malfunction. The period of warranty on all hardware components is limited to one

year, starting at the date of shipment. Any other claims excluded and upon written request of the Customer, we undertake at our discretion to repair, replace or credit as quickly as possible any parts of the goods which, before the expiry of the guarantee period are proved to be defective due to bad material, faulty design or poor workmanship. The Customer shall bear the costs of remedying (i.e. removing, transporting, and reinstalling) the defective parts. Excluded from our guarantee and liability are all deficiencies in the goods shipped by us, which cannot be proved to have their origin in bad material, faulty design or poor workmanship, those resulting from normal usage, weather conditions, prohibited electromagnetic effects, repair, improper maintenance, failure to observe the user manual and mounting instructions, excessive loading or resulting from other reasons beyond the supplier's control.

## 9. Liability

The liability of AareNet is restricted in any case to substantiated damages of the Customer that originate due to gross negligence or intent by AareNet. As far as permissible by law AareNet shall not be liable for any other direct or indirect damages (failure of operation or rendering services, data corruption and data loss, loss of revenue or loss of profits, etc.). The liability per contract is limited to the total remuneration in the contract; however, the limitation of liability shall amount to maximum CHF 250'000.-. AareNet and Customer shall be liable for the acts of their auxiliary persons (e.g. employees, sub-contractors) as if they had carried out such acts personally. The liability for personal damage and for violations of intellectual property rights is unlimited.

## 10. Claims

Customer claims must be submitted in written form immediately upon receipt of goods or immediately upon detection of hidden faults.

## 11. Ownership of Goods

Ownership of the goods sold shall remain with AareNet until we have received full payment for them.

## 12. Refusal

AareNet reserves the right to refuse orders without providing an explicit justification.

## 13. Applicable Law and Place of Justice

All contractual relationship between the two parties as well as these general terms and conditions shall be governed by Swiss law. Place of court shall be at the headquarters of AareNet AG.

## 14. Technical Specifications

Unless otherwise agreed upon, specifications in brochures, catalogues and on our website are not binding. Specifications provided in documentation are only binding if expressly stipulated as such. AareNet reserves the right to modify any specification without notice.

## 15. Property Rights

Information and drawings delivered in addition to the sales documentation may not be transmitted to any third party. The customer may not transmit or make use, in any form whatsoever, of any information concerning the design and the functionality. In the event of infringement of this clause AareNet retains the right to claim damages.

In case of contradiction between the German (AGB) version and the English (GTC) version, the German Version prevails.

Niederwangen, March 1<sup>st</sup> 2016