

# General Conditions of Sale and Delivery

GIFAS-ELECTRIC GmbH, CH-9424 Rheineck, effective as of 1st May 2014

Valid only for foreign markets (not for Switzerland and Liechtenstein)

## 1. General provisions

- 1.1 Our terms and conditions of delivery apply exclusively for all deliveries. Verbal assurances, limitations and supplements require written formalisation in all cases. Written acceptance will be provided for all orders. Any terms and conditions of delivery of the purchaser that conflict with these conditions shall be without effect, including where the content of such is not expressly opposed on our part.

## 2. Offers and price

- 2.1 Our prices are calculated in Swiss Francs (CHF) or Euro (EUR), excluding VAT, and do not include freight, postage or commensurate insurance. List prices applicable on the date of delivery apply. We reserve the right to amend our list prices at any time.
- 2.2 Customer-specific lighting designs and calculations that are created at the request of potential purchasers may be charged in the event of a commensurate purchase order not being placed.
- 2.3 Customer conditions of purchase or conditions of tender, any amendments to these conditions of sale and delivery and all other agreements, shall only be binding upon GIFAS-ELECTRIC GmbH insofar as confirmed in writing on its part.

## 3. Terms of payment

- 3.1 Our invoices are generally payable within 30 days net without deduction. In the event of a delay in payment, a reminder fee and the standard banking interest and charges will be imposed. Unauthorised deductions will be charged subsequently. In the event of repeated default in payment or in the case of new customers, we reserve the right to make delivery against COD payment or pro forma invoice. Payment history may be provided to the Swiss Creditreform Association (Schweizerischer Verband Creditreform).

## 4. Retention of ownership

- 4.1 Items delivered by us remain our property until full payment of the purchase price has been effected.

## 5. Packaging

- 5.1 As a rule, packaging costs will not be charged; with the exception of special packaging or deliveries outside Switzerland/Principality of Liechtenstein.
- 5.2 A charge will be made for loaned cable drums, which will then be credited upon return of such. The customer is responsible for the cost of return transport.
- 5.3 Disposal of packaging material is the responsibility of the recipient.

## 6. Shipping

- 6.1 Shipping is effected at the cost and risk of the purchaser. In the absence of separate agreement, the most cost-effective method of shipping will be selected in all cases.
- 6.2 If no special agreement has been concluded, prices shall be EXW (Incoterms 2010). Special agreement could be DAP (Incoterms 2010) on clients account. In advance indicated freight costs can vary on the final invoice due to estimated packaging dimensions for calculation.

## 7. Order performance

- 7.1 In the case of call-off orders, the purchaser is obliged to call all the material ordered within the specified period. Goods not called by the agreed date will be delivered without prior notice following expiry of the respective period.
- 7.2 Cancellation or suspension of orders by the purchaser is subject to our written agreement. In the event of withdrawal of orders, we reserve the right to charge any commensurate costs incurred.

## 8. Samples and return of goods

- 8.1 Samples are generally provided as agreed. Material not returned as agreed automatically incur a charge. Samples that are modified or damaged by the recipient are subject to charge in all cases.

- 8.2 Goods may only be returned following prior written agreement and subject to commensurate charge for processing and shipping costs (amounting to a minimum of 10% of the selling price). Items specifically produced on the basis of an order or specially ordered cannot be returned.

## 9. Delivery periods

- 9.1 We endeavour to comply with the specified delivery dates. Failure to meet a delivery date shall not give rise to any liability on our part or cancellation of the order without the prior imposition of an appropriate additional period for delivery. In the event of delay in part deliveries, the purchaser may not assert any rights in relation to the outstanding part deliveries.
- 9.2 Indicated delivery dates are always outgoing from GIFAS-ELECTRIC GmbH, located in CH-Rheineck.

## 10. Complaints

- 10.1 In all cases, complaints relating to short or incorrect deliveries or any other defects must be asserted in writing within eight days of receipt of the delivery.

## 11. Guarantee

- 11.1 The guarantee period is 2 years. Excluded from the guarantee are wearing parts such as, amongst other things, batteries or rechargeable batteries with a 6-month guarantee. During this period, the guarantee is limited to defects demonstrably resulting from defective material, workmanship or design on the part of the supplier.
- 11.2 The guarantee is exclusively limited to products delivered by us. Any further guarantee or compensation is precluded. Specifically, no responsibility is accepted regarding any costs for items such as transport, dismantling, assembly or any other consequential losses.
- 11.3 No guarantee is provided for material which has been subject to modification or repair, or where the assembly or operating instructions have not been observed.
- 11.4 In remainder, the guarantee is conditional upon the defective product being delivered packed and carriage paid to GIFAS-ELECTRIC GmbH.
- 11.5 The guarantee exclusively applies to product failures. Accordingly, a drop in luminous flux in the case of LED modules, for example, is a normal occurrence and consequently not covered under the guarantee. Due to technical advancements and operationally required modifications in the luminous flux of products, subsequent deliveries of LED component parts may feature different lighting qualities to those of the original products.

## 12. Ancillary agreements

- 12.1 Agreements other than these conditions of sale and delivery as well as any other ancillary agreements shall only apply where agreed in writing.

## 13. Applicable law

- 13.1 Insofar as these conditions of sale and delivery do not contain any special regulations, the provisions of the Swiss Code of Obligations (Obligationenrecht) apply. Should any individual provisions of these conditions of sale and delivery be or become inoperative, all other provisions will remain in effect without prejudice therefrom.

## 14. Place of performance and legal venue

- 14.1 The place of jurisdiction is the domicile of the company in Rheineck, Switzerland. Any disputes arising will be decided exclusively by the pertinent courts of the Canton of St. Gallen, Switzerland.