

# GENERAL TERMS AND CONDITIONS

LTG Switzerland GmbH

## 1. GENERAL

These „General Terms and Conditions“ regulate the cooperation (rights and duties) between the customer and LTG SWITZERLAND, in particular the coordination, continuity and confidentiality of engagement, the form of cooperation and the method of invoicing and reporting.

## 2. OFFERS

Unless otherwise defined our offers are binding for 30 days from offer date. The offered prices can be maintained, if the products and services stated in our offer are ordered in the requested amount within the respective deadlines without changes. In case the circumstances, which were decisive for the price definition, change fundamentally, LTG SWITZERLAND is authorised to adjust the prices to the new conditions. Price changes also need to be reserved within this period (of course with respective information). Also, the correction of obvious mistakes and typing errors remains reserved.

The contract shall be deemed to have been concluded when the seller has declared acceptance by sending the order confirmation. These General Terms and Conditions of Sale and Delivery shall apply unless otherwise expressly agreed in writing in the Seller's order confirmation. General terms and conditions of the Buyer shall not become part of the contract even if the Seller accepts payments from the Buyer and makes deliveries.

## 3. TRANSFER OF RISK

Unless otherwise expressly stated in the order confirmation, the risk shall pass to the buyer upon dispatch of the delivery ex works. Unless otherwise agreed, delivery shall be made FCA registered office of the seller according to INCOTERMS 2020.

## 4. COOPERATION: GENERAL

The contracting parties mutually respect the existing employment relationships and the interests of the other in their employees.

LTG SWITZERLAND complies for the work performed at the customer's site to the customs of the same.

Upon mutual agreement additional employees of LTG SWITZERLAND or third parties can be assigned for individual tasks within the project.

## 5. COOPERATION: DUTIES LTG SWITZERLAND

LTG SWITZERLAND will immediately inform the customer if facts come known, which question the proper or timely performance of deliveries or services. The same applies for the information obligation of the customer towards LTG SWITZERLAND.

LTG SWITZERLAND is obliged to maintain confidentiality.

The customer's data will be held confidential. The obligation for confidential treatment of information doesn't apply or is void if the respective information is commonly known or available, if it was known by LTG SWITZERLAND already prior to the information of the customer or if it has been made available by a third party to LTG SWITZERLAND at any time without confidentiality agreement. All received documents and materials in the property of the customer are returned to him after the end of the respective use.

The work to be done shall only marginally and where absolutely necessary influence the course of business. LTG SWITZERLAND principally works in its own business premises.

## 6. COOPERATION: DUTIES CUSTOMER

The customer is obliged to gather or make the incurring decisions correctly and in time. The customer is bound to confidentiality. Data of LTG SWITZERLAND, the content of offers and contracts, the concepts which are the basis of the service provision by LTG SWITZERLAND, the know-how of LTG SWITZERLAND and the software of LTG SWITZERLAND shall be treated as confidential. The customer agrees that the software of LTG SWITZERLAND, the know-how of LTG SWITZERLAND and the concepts which are the basis of the service provision by LTG SWITZERLAND are business secrets. The obligation to treat information confidentially does not exist or is not applicable if the relevant information is common knowledge or generally accessible or if it was already known by the customer before notification by LTG SWITZERLAND or if it was disclosed or made accessible to the customer by an entitled third party without confidentiality obligation at any time.

The customer is obliged to make all documents and information, which are necessary for the performance of work, timely and completely available to LTG SWITZERLAND. The customer bears the costs caused by an incomplete or delayed fulfillment of the cooperation obligations. All received documents and materials are returned to LTG SWITZERLAND after the end of the respective use.

## 7. LIABILITY AND WARRANTY

LTG SWITZERLAND warrants a professional and functional performance of all works according to generally accepted rules of the respective specialist area.

LTG SWITZERLAND's liability shall always be in an appropriate proportion to the remuneration / sales price / license price. LTG SWITZERLAND's liability under all law (including the costs for removing the deficiencies under warranty) is limited to the respective agreed fee that LTG SWITZERLAND received for the delivery, licence or service to which the customer's claims against LTG SWITZERLAND relate.

LTG SWITZERLAND warrants that the products, unless otherwise agreed, don't carry any material or manufacturing

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defect for the period of two years („warranty period“) from the moment of their first purchase.

In case that any defects at the delivered products are detected during the warranty period, which are caused by material, manufacturing or processing faults, the product is repaired or replaced or the defective part is replaced by LTG SWITZERLAND according to the following provisions without charge of work and material costs.

LTG SWITZERLAND reserves the right to replace defective product either with new spare parts or equivalent replacement spare parts.

The place of fulfilment is the LTG SWITZERLAND site in Gossau / SG, Switzerland, or a published or authorised service point. In a warranty case, LTG SWITZERLAND shall bear no assembly, disassembly or transportation costs; these costs shall be borne by the customer. Should the customer request that LTG SWITZERLAND replaces the affected products on site, he shall bear all the resulting transportation and travel costs and the costs for the travel time (which shall be invoiced as work time) and the work on site which shall be invoiced on a time and materials basis at LTG SWITZERLAND's regular rates.

The warranty period is not prolonged or interrupted by a repair or replacement.

LTG SWITZERLAND does not provide any warranties, and shall not be not liable for and/or concerning, as the case may be:

- The regular maintenance, repair or replacement of parts due to usual wear.
- Errors or damages due to improper use, faulty mounting or installation, lacking diligence as well as external influences such as damages caused by impacts or blows, damages caused by moisture or humidity, transportation damages, natural hazards (rain, snow, fire etc.) as well as repairs and changes performed by third parties.
- The storage or operation of devices outside the following temperatures: o max. storage temperature for LED displays: -20° C - +80° C.
  - max. storage temperature for other components, in particular TFT monitors: -20° C - +65° C.
  - max. operating temperature for LED displays: +65°C.
  - max. operating temperature for other components, in particular TFT monitors: +55°C.
- To ensure a long service life far beyond the warranty period sufficient heating, ventilation or air conditioning of the operating environment is required during operation.

- Errors or damages due to change, adaptation or retrofitting for purposes other than the agreed purpose, without our written approval.

- Material damages resulting from a product error, damages due to inconveniences, loss of the product, time and profit, lost opportunities and confidence, loss of goodwill or reputation, problems in business relations and other economical losses.

- Indirect damages or consequential damages.

- Transportation costs, travel time and kilometre compensation (these are charged).

The customer shall not have any further warranty rights.

### 8. RIGHTS IN THE WORKING RESULTS

The documents, which are exclusively prepared for the customer in the execution of the order / project, belong to the customer after the completion, who may dispose freely thereof (in each case the software which was developed by LTG SWITZERLAND shall be excluded, i.e. any rights in and to such software shall remain with LTG SWITZERLAND). LTG SWITZERLAND receives the right to use the general knowledge and experiences gathered during the provision of services.

### 9. DEADLINES

The deadlines of the joined agreement between the two contractual parties are binding.

### 10. DEFAULT

LTG SWITZERLAND is obliged to meet the deadlines explicitly agreed with the customer. If LTG SWITZERLAND is delayed with the performance of its duties vis-à-vis the agreed deadlines, the customer is obliged to issue a warning to LTG SWITZERLAND and to set a reasonable deadline of at least 10 days. LTG SWITZERLAND shall only be in default once such deadline has expired. Before the customer exercises its statutory default rights, it shall set a second reasonable deadline for the fulfilment of the duties with which LTG Switzerland is in default.

If the customer changes the scope of service and/or work or if he isn't meeting his obligations in time and/or completely, LTG SWITZERLAND has the right to adjust the deadlines accordingly.

In case of delays caused by third parties with no contractual relationship to LTG SWITZERLAND, LTG SWITZERLAND also has the right to adjust deadline agreements with the customer accordingly.

The deadlines apply under reserve of force majeure, mobilisation, strikes, riots as well as long-term illnesses, severe

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accidents or death of an important employee in charge of the order. In all cases LTG SWITZERLAND is eager to find an adequate solution upon consultation with the customer.

### 11. REPORTING

LTG SWITZERLAND is reporting to the customer periodically and upon request about the status of work. Major problems, which could influence the service in compliance with the contract, have to be immediately reported, whereas suitable measures for prevention or correction of such problems have to be taken upon mutual agreement.

### 12. REMUNERATION AND INVOICING

The services defined in the respective contract or order are either invoiced to the customer by LTG SWITZERLAND according to the reported expenditure or basing on the agreed lump sum.

For the expenses invoiced at the beginning of the order, the conditions agreed between the customer and LTG SWITZERLAND apply.

LTG SWITZERLAND is either invoicing the services on a monthly basis, on the basis of written work report or as a lump sum according to the payment agreement. The payment is made by the customer either within 30 days after invoicing or according to special payment terms. All agreed and declared prices are principally excluding VAT, other taxes and fees. The services are invoiced in the agreed currency.

### 13. DEFAULT IN PAYMENT

If the customer is not paying the amount due according to the payment terms defined in the contract, the offer or the invoice, he is considered in delay of payment without additional reminder. In this case LTG SWITZERLAND is authorised to request an annual interest rate of 8%.

### 14. CONTRACT DURATION

Agreements are concluded for the time of signature until the end of the order (e.g. acceptance / formal project finalisation / product delivery). The services rendered until contract termination are charged in any case.

### 15. FINAL PROVISIONS

If major contractual provisions are violated in grave manner, the opposite party is authorised to terminate this contract at any time and with immediate effect after a remedy period of at least 10 days and the information about the planned immediate termination of the contract by means of a registered letter.

### 16. PLACE OF JURISDICTION, APPLICABLE LAW

17.1 The ordinary courts at Seller's principal place of busi-

ness shall have exclusive jurisdiction to hear all disputes arising out of or in connection with the delivery contract. Alternatively, the seller also has the right to appeal to the courts at the buyer's headquarters.

17.2 The delivery contract shall be governed by the substantive law of the country of the Seller's principal place of business. The Vienna Convention on Contracts for the International Sale of Goods shall not apply, unless otherwise agreed.