

1. Scope of application and validity

1.1 These General Terms and Conditions of business, hereafter « GTC », govern the rights and obligations applicable to relations between eb-Qual and its clients. Save where otherwise agreed in writing, they shall apply to all commercial relations between eb-Qual and the client.

1.2 eb-Qual reserves the right to amend or supplement the GTC at any time. The currently valid GTC of eb-Qual may be consulted on the internet at the following address: www.eb-Qual.ch.

2. Orders, conclusion of contract and delivery

2.1 Eb-Qual only accepts written orders received by post, fax or email.

2.2. If eb-Qual sends an order confirmation to the client, the purchase contract comes into force as soon as such confirmation is sent.

2.3 A delivery lead-time is quoted in good faith but is not guaranteed. This applies in particular in the event of late delivery, for instance because of difficulties in procuring supplies from the manufacturer.

2.4 In the event of delivery problems caused by circumstances over which eb-Qual has no control, such as strike, lock-out, loss of equipment, interruption of transport or operations at the manufacturer's plant, or transport difficulties, eb-Qual is authorized to cancel the order.

2.5 Any modification or cancellation of the order requested by the client requires a written agreement with eb-Qual. eb-Qual may charge any costs it has already incurred to the client.

2.6. Every contract for delivery of Professional Services signed between eb-Qual and the customer, define the number of hours and the rate. This amount of hours must be consumed within 24 months after the signature of the contract.

2.7. In case customer cancels short term the delivery of professional Services, eb-Qual can invoice the customer for the damage caused.

3. Verification and transfer of risks

Immediately after delivery, the client must make sure that the products are complete, in accordance with the delivery documents and free from defects. The client must immediately call attention in writing to any detectable differences and defects. Moreover, any damage caused during transport or any products found to be missing must be stated on the carrier's delivery note.

4. Prices

4.1 Prices of products and services of eb-Qual are quoted net in Swiss francs or in a different currency, which is explicitly specified, excluding taxes (VAT, Swico recycling tax etc.).

4.2 Prices are quoted for delivery free domicile in Switzerland. Transport costs for express delivery or delivery abroad shall be invoiced additionally.

5. Conditions of payment

5.1 Save where stipulated otherwise in writing, all invoices of eb-Qual are payable net within 30 days of their date of issue to the bank account indicated. Once that time limit has passed, the client shall be deemed in arrears with payment without the need for a remind. After the first reminder, the collection will be managed by our debt collection agency "Easymonitoring" and interest is charged according to Easymonitoring conditions.

5.2 In the event of late payment by the client, eb-Qual is authorized, without prior notice, to suspend all further deliveries to the client in whole or in part until such time as its claims have been either settled or guaranteed. All consequences of such a suspension of deliveries shall be borne exclusively by the client. eb-Qual is authorized in particular to require a refund of all costs of reminders,

recovery, lawyers and courts of law, together with consequential damages.

6. Reservation of ownership

The products delivered by eb-Qual remain the property of the latter until the amount payable has been settled in full in compliance with the contract. Meanwhile, eb-Qual may have a reservation of ownership recorded in the register at the client's domicile in compliance with Art. 715 of the Civil Code. At the request of eb-Qual, the client undertakes to give the latter its immediate written agreement in respect of all the date required to register a reservation of ownership.

7. Warranty

7.1 The warranty given by eb-Qual in respect of the products delivered is based in every respect on the warranty clauses of the corresponding manufacturer or supplier. The client waives all other warranty claims against eb-Qual.

7.2 In every case, the client must apply the procedures defined by eb-Qual and also by the manufacturer or supplier concerned for the organization of any warranty.

8. Liability

8.1 eb-Qual is liable only for direct damage, which the client is able to prove it was caused by a serious fault on the eb-Qual or of a third party retained by eb-Qual. Liability is confined to the price of delivered product or of the service provided.

8.2 All more extensive liability of eb-Qual, its agents or third parties retained by it for damage of any nature whatever is excluded. In particular, the client may not claim compensation for damage, which does not affect the product itself, such as in the event of a production stoppage, loss of usage or of orders, loss of earnings or other indirect or consequential damages.

9. Software

The conditions of use and of guarantee concerning software, manuals and other documents supplied by eb-Qual are based upon the specific provisions of the publisher of the software concerned, which will be found in the software license contract between the software publisher and the user of final client.

10. Confidentiality

10.1 eb-Qual undertakes to treat all information received from the client in the course of their commercial relations or projects in confidence.

10.2 The client undertakes to treat in confidence any data and information of a commercial nature such as concepts, offers, prices and discounts, and to use them solely for the purposes of its contractual relationship with eb-Qual.

11. Data protection

eb-Qual may store and process data concerning the contractual relationship for data processing purposes and, to the extent that this is necessary for the performance of the contract, disclose such data to third parties. If the manufacturer's terms and conditions of delivery require eb-Qual to disclose individual data about clients, eb-Qual is authorized to forward such data, if necessary to other countries as well.

12. Applicable law and place of jurisdiction

12.1 Individual contracts and the GTC shall be governed solely by Swiss law. The application of international treaties, in particular the Vienna Convention of the United Nations on contracts for the international sale of goods, is specifically excluded.

12.2 For both eb-Qual and for the client, the courts having jurisdiction at the place where eb-Qual has its registered office shall be responsible for resolving all disputes arising either directly or indirectly from the contractual relationship.

Date of entry into force: Janvier 1, 2019