

## STS Group General Trading Conditions

### 1. General

For all offers and deliveries, the following General Terms and Conditions will apply exclusively. STS is prepared to conclude a contract solely on the condition of the applicability of our Sales and Delivery Conditions. Different agreements will be binding only if they have been confirmed in writing by STS. Other conditions of the purchaser, even if they are enclosed with the order or are quoted in it, will oblige us only if they are recognised expressly in writing by STS.

### 2. Offer

Offers from STS for standard print materials will be subject to change without prior notice in principle. All information in offers, brochures and price lists has been determined carefully, but will nevertheless be non-binding without express individual written confirmation.

### 3. Orders

Orders will be accepted in writing, by email or by telephone.

### 4. Codes and Standards

Until the order at the latest, STS is to be made aware of special codes and standards to be complied with.

### 5. Confirmation of the Order

All orders, agreements, promises, etc., including those of our representatives, will require written confirmation by STS to be legally effective. In case of an order modification or cancellation after receipt of the order confirmation, STS reserves the right to charge the incurred costs.

### 6. Delivery, Transfer of Risk, Insurance

The freight will not be insured unless expressly agreed otherwise in writing. The benefits and the risks of the products will be transferred to the purchaser with their readiness for shipment. The supplies and services are to be inspected within a reasonable deadline and faults are to be reported within eight days in writing. Otherwise, the supplies and services will be considered as approved.

### 7. Prices and Payment Conditions

Delivery will be made unpacked ex-works. A premium depending on the means of shipment will be charged for express shipments. Prices will be invoiced in CHF. For deliveries within Switzerland, invoices will be issued exclusively in CHF. Payments in EURO or in any other foreign currency will be accepted only with prior mutual agreement. Changes in the exchange rate can lead to the adjustment of the foreign currency prices. The amounts of the invoices will be due for payment 30 days after the date of the invoice at the latest, net and without deductions, unless agreed otherwise in writing. STS retains the right to deliver only against pre-payment under certain conditions. The prices are to be quoted excluding VAT. Remittance only accepted via bank transfer. All bank charges are fully borne by the buyer.

### 8. Retention of Ownership

STS Sensor Technik Sirmach AG will remain the owner of the goods until the complete payment of the purchase price.

### 9. Intellectual Property

The intellectual property in drawings, technical documentation and software programs as well as all associated rights will remain with STS. Specially granted rights of use and commercialization will be retained.

### 10. Guarantee

STS will provide a guarantee on the products for a duration of 24 months, beginning with the date of delivery, ex-works Sirmach, Switzerland. It will be restricted to material, labour or design faults, but will not apply to installation errors, improper handling, use outside of the defined purpose or use which does not correspond to the protection class of the device. Excluded from the guarantee are consumer goods like batteries, desiccant paper, calibration liquids etc. The customer accepts by taking the goods, that STS is not liable for any consequential damages.

#### 11. Changes, Design and Specification

STS retains the right to change the design and/or specifications of the products at any time without prior notice. The EC- Type Examination Certificates and Certificates of Conformity can be obtained at any time from STS or can be seen or downloaded at [www.stssensors.com](http://www.stssensors.com).

#### 12. Compliance with Regulations

The products and services of STS are neither directly nor indirectly meant for the use of the armaments industry. By accepting the delivery, the buyer confirms that the products will not be used for the armaments industry either directly or indirectly.

#### 13. Disposal / Return of products

For professional disposal, please return the sensor to STS Sirmach.

#### 14. Applicable Law

The entire business transaction will be subject to Swiss Law. The place of jurisdiction and fulfilment will be 8370 Sirmach, Switzerland.