

GENERAL SALES TERMS AND CONDITIONS

1 – Applicability

These general sales terms and conditions (hereinafter referred to as “GTC”) establish the rights, obligations, and remedies of TRONICS MICROSYSTEMS S.A. and its subsidiaries (hereinafter referred to as “TRONICS”) and the respective ordering party (hereinafter referred to as “Customer”).

Unless otherwise agreed to in writing, any order placed by the Customer implies the full acceptance of these GTC and the waiver by the Customer of its own general terms and conditions.

2 – Orders

Customer’s orders shall be confirmed by TRONICS written acknowledgement of receipt. TRONICS shall be entitled to accept the Customer’s orders within a time period of ten (10) days. Once acknowledged by TRONICS, no order may be cancelled by the Customer without TRONICS prior consent.

3 – Terms of Delivery

The delivery dates are given only for guidance purposes and shall be non-binding target dates. A delay in delivery shall neither entitle the Customer to cancel the order nor to receive any compensation whatsoever. Should a case of force majeure occur (including fire, flood, accident, riot, war, sabotage, strike, embargo...), the fulfillment of TRONICS obligations will automatically be suspended and TRONICS may elect at its own discretion to cancel the order.

TRONICS reserves the right to modify and change the deliverables before completing the delivery to the Customer, provided any such modification or change does not constitute a major change in the sense of product form, fit, function or performance.

Partial deliveries and delivery in advance shall be permitted.

The products shall be deemed delivered “EXW”, TRONICS site of manufacture, unless specified otherwise (Incoterms 2010). Risks of loss and damage shall pass to the Customer upon said delivery.

4 – Claims

The Customer shall have thirty (30) days from the delivery date to check the conformity of the products or services with the order. In case TRONICS has not received any claim, by registered letter with acknowledgement of receipt, upon expiration of such time limit, the products or services shall be deemed accepted by the Customer. The products shall be returned only with TRONICS written consent and the Customer shall provide all means of evidence regarding the existence of any defect or lack of conformity. Return of the products shall always be at Customer’s risks and expenses.

5 – Warranty

Products: TRONICS warrants that the products shall substantially comply with the specifications for a period of twelve (12) months from its delivery date. In the event that any such products fail to comply with the foregoing warranty, TRONICS shall, at its option and as Customer’s sole and exclusive remedy, either repair or replace such products, or, in the event the foregoing options are not commercially practicable, refund to Customer any amounts paid for the applicable Products.

This warranty does not apply to engineering samples or prototypes, which are delivered “as is”.

This warranty does not apply to non-conformities or defects deriving or resulting from (i) improper handling, testing, installation or use, (ii) unauthorized alterations or modifications, (iii) use not covered by the specifications or use for specific applications, (iv) accident, fair wear and tear, tampering, improper operation or improper storage.

Services: If the services do not comply with the agreed scope of work, TRONICS shall proceed to the corrections and modifications, to the exclusion of any other remedy.

TRONICS MAKES NO OTHER WARRANTY AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE EVEN IF THAT PURPOSE IS KNOWN TO TRONICS, OR ANY WARRANTY RELATING TO PATENTS, TRADEMARKS, COPYRIGHTS OR OTHER INTELLECTUAL PROPERTY.

6 – Retention of title

Title of the ordered products shall pass to the Customer upon full and definitive payment of the invoiced price. In case of non-payment at any of the specified terms, the return of the ordered products might be claimed. Notwithstanding the retention of title, the risk of loss and damage caused to or by the products shall pass from TRONICS to the Customer upon delivery of the Products.

7 – Intellectual property rights

Products: Unless otherwise agreed to in writing, TRONICS reserves all rights, title and interest with regards to its products datasheets, products manuals, specifications, quotations, drawing and any other documents that may be forwarded together with the products.

Services: Unless otherwise agreed to in writing, all documents, plans, reports and more generally all information developed by TRONICS through the performance of the services (the “Results”), likely to be protected by industrial or intellectual property rights, shall be deemed the exclusive property of TRONICS which can use them for any purpose whatsoever without any compensation to the Customer. In the event that the Results may be patentable, only TRONICS shall have the right to apply for patents, as the case may be.

8 – Use of the Results

Unless otherwise agreed to in writing, TRONICS shall freely use the Results, without any restriction, either for its own benefit or for third parties, to exploit them free of charge or for payment, in any form, under any circumstances and without any geographical limitation or any other limitation. TRONICS shall be free to disclose the Results to any third party and to reproduce them without any limitation whatsoever.

The Customer shall refrain from disclosing all or part of the Results to third parties and from using them, for its own benefit or for third parties, without the prior written consent of TRONICS.

9 – Prices

The prices payable for the products delivered as per section 3 shall be those effective at the date of delivery. The prices of the products and services are exclusive of any Sales Tax or other Value Added Taxes, freight and insurance costs which shall be borne by the Customer.

10 – Payment Terms

The Customer shall effect all payments within thirty (30) days net from the date of invoice. All payments shall be effected on the bank account indicated by TRONICS. Any bank charges shall be borne by the Customer.

No discount for early payment shall be granted.

Delayed payment shall automatically, without notice, bear interests at the latest ECB (European Central Bank) rate plus 10 %. Interests shall be paid to TRONICS upon its first request.

Every legal expenses incurred by the recovery of the due amount shall be borne by the Customer.

Should the Customer be delinquent in payment of any sum, TRONICS may suspend or cancel every pending order or service, without prejudice to any other right or remedy.

11 – Import and export compliance

The Customer is responsible for compliance with all import and export control laws and regulations applicable to the products. The Customer will obtain import, export and re-export approvals and licenses required for the products or services and will retain documentation evidencing compliance with those laws regulations. Upon request, the Customer shall provide information within the stated deadline, including end-use certificates for purpose of TRONICS export compliance requirements.

12 – Liability

In no event shall TRONICS be liable to the Customer or to any third party for any indirect damages arising out of or in connection with the execution of an order, including but not limited to financial losses, loss of business, loss of goodwill, hurt of the image, loss of profits, loss of order.

However it is expressly agreed that in case TRONICS liability is involved, based on a default or negligence proven by the Customer, the Customer’s sole remedy shall be limited to the reimbursement of the amount paid by the Customer for the particular product or service having caused the direct damage.

13 – Confidentiality

The Customer shall not disclose, in any manner, any confidential information that it may obtain from TRONICS. The term “confidential information” shall include, without limitation, any technical, commercial or financial information. The Customer shall take all reasonable steps, especially towards its employees, to maintain all confidential information in strict confidence.

14 – Applicable Law and Jurisdiction

These GTC shall be in all respects governed by and construed in accordance with the laws of France, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods, 1980 and any successor thereto. Any litigation arising out of these GTC shall be finally settled by the commercial court of Grenoble, France.