Technosoftware GmbH
Windleweg 3, CH-5235 Rüfenach
E-Mail: info@technosoftware.com
Web: www.technosoftware.com

GENERAL TERMS AND CONDITIONS (GTC)

A. General

1. Unless otherwise agreed, these General Terms and Conditions shall govern all contractually agreed services and supplies of Technosoftware (hereinafter called Contractor or Party).
2. All agreements and statements of the Parties with legal implications shall require written form in order to be valid.

B. Placement of order

Acceptance of a written order shall require written confirmation thereof by the Contractor. If the contents of the order confirmation differ from the order itself, the other party than the Contractor (hereinafter called Client or Party) shall react immediately, failing which the order confirmation shall be deemed accepted.

C. Disclosure of information and secrecy

1. Contents of brochures, price lists, catalogues and technical documents shall, in principle, be non-binding unless expressly warranted.
2. Each Party shall retain all rights to such plans and technical documents as it may issue to the other Party. The receiving Party shall acknowledge such rights. Without the other Party's prior written authority, the receiving Party shall not make such documents accessible, in whole or in part, to third parties nor use them other than for the purpose for which they were disclosed.
3. Each Party shall undertake to treat as confidential all information which belongs to the other Party and which is designated as confidential or has to be treated as confidential according to circumstances. Each Party shall undertake to treat information which belongs to the other Party and which is not generally accessible or in the public domain as confidential. Where doubt exists, information shall be deemed confidential.

D. Prices and packing

1. All prices shall be deemed net and exclusive of taxes and duties (value added tax, customs etc.) ex Contractor's site (EXW as per INCOTERMS 2000), exclusive of packing and without deductions.
2. The Contractor shall make a separate charge for packing which, as a rule, it shall not take back. However, the Client shall return, free to point of departure, packing designated as the Contractor's property.

E. Terms of payment

1. If no payment terms are agreed, payments shall fall due on the invoice date and shall be payable within 10 days of invoice date to the Contractor, without deduction.
2. Payment deadlines shall be met even if carriage, delivery, assembly, commissioning or acceptance of the supplied objects or services are delayed or prevented for causes for which the Contractor is not responsible, or if minor parts are missing or if slight subsequent improvements prove necessary.
3. Payment deadlines are clearly specified on the invoice. If payment is not received until the specified date we automatically charge a payment fee of EUR 50.-, an Interest Fee of 5% and switch to payment in advance for future orders.

F. Retention of title

1. The supplied items shall remain the Contractor's property until full payment of all claims arising, now or in future, from the contractual relations. The Contractor reserves (and the Client accepts) its right to entry in the register of retentions of title.
2. The Client shall only dispose of or pledge the supplied items if it has completely met all payment obligations arising from the contractual relations.

G. Delivery deadlines

1. Meeting the agreed delivery deadline shall be conditional upon fulfillment by the Client of its contractual obligations. The delivery deadline shall be deemed met if notice of dispatch or readiness for acceptance has been forwarded to the Client before expiry of the deadline.
2. Software products will only be delivered after receipt of payment.

H. Dispatch and passing of risk

1. Each consignment shall be sent to the Client with a consignment note, quoting the relevant order number. Carriage shall be for the Client's account. Special requirements for dispatch, carriage and insurance shall be notified promptly to the Contractor.
2. Risk shall pass to the Client on readiness for dispatch.

I. Return Policy

Software products cannot be returned after purchase but for all our software products we also have Evaluations available which you can test prior to purchasing.

J. Place of performance

Unless special agreements have been made, the place of performance shall be the Contractor's site or the respective place of dispatch.

K. Acceptance

The Client shall submit all delivered items to acceptance testing. Any defects shall be reported immediately, and within no more than seven calendar days, failing which they shall be deemed tolerated.

Warranty

1. The Contractor shall warrant that the delivered items have the promised properties and incorporate no physical or legal defects which would impair fitness for their stated purpose. The warranty term shall be 12 months from passing of risk.
2. The warranty shall exclude defects due to normal wear and tear, deficient maintenance, excessive strain or other causes for which the Contractor is not answerable.

L. Subsequent improvement and supply of substitutes

In case of supplies or services which do not conform to order, the Contractor reserves the right, at its discretion, to remedy them by subsequent improvement, repair or supply of substitutes.

M. Rights

Rights to developments, inventions, production processes and other intellectual property rights to the contractual items shall vest in the Contractor.

N. No set-off

The Client shall have no right of set-off.

O. Approvals

If provision of a contractual service requires official approval (namely an export permit), the Contractor shall make all necessary and reasonable arrangements to obtain it. The Client shall lend support where required. If such approval is granted late, or not at all, or is revoked once granted, the Client shall derive no claim on such grounds against the Contractor.

P. Applicable law and jurisdiction

1. Swiss substantive law shall apply as subsidiary to the present terms, to the exclusion of the Swiss rules on conflicts of law (and especially of the Swiss Federal Act on Private International Law). The Vienna Sales Convention is hereby expressly precluded.
2. The ordinary courts at the Contractor's place of business shall be competent for disputes arising from, or in connection with, this contract.