

General Terms and Conditions as of 1. April 2017

1. General

Delivery is based on a written contract. The following terms and conditions apply as an integral part of the agreement and the dealer contract. Deviations are valid only in written form and are updated by the CME SWISS AG at least annually.

2. Packing & Shipping, Delivery

Delivery is carried out as a Free Carrier Domicile of the customer (FCA), wherein CME SWISS AG (from now on called CME) organizes the delivery at the expense of the customer.

CME strives to comply with specified delivery dates, but liability cannot be accepted. Regarding strikes by suppliers, transport companies, customs authorities and other cases of the fault of third parties (incl. epidemics, mobilization, riots, significant breakdowns, accidents, labor conflicts, late or deficient delivery of raw materials by subcontractors, omissions, natural phenomena), the agreed delivery time shall be extended automatically by the period of the delay. Claims for damages or order cancellations due to delivery delays are excluded. Each order may result in additional costs and delays in delivery.

Regarding call orders, CME reserves the right to prepare ordered goods only after receipt of the call.

CME uses packaging and transport considered practical from experience. CME is free to choose the means of transport. For parcel post and packaging material, an additional fee will be charged. Packaging material cannot be returned.

Benefit and risk shall pass to the customer when the goods leave the factory at the latest, even if delivery is carried out FCA or if CME organizes transport. Complaints due to damage must be immediately queried to the carrier and delivered in writing to CME. Insurance against damages of any kind is the duty of the customer.

3. Prices and payment terms

All prices listed in the documentation of CME are excluding VAT and in Swiss francs (CHF) or Euro (EUR). Any price changes, even without prior notice, are reserved, although usually, general surcharges or rebates will be announced two months in advance. Orders differing from the norm concerning materials or services will be charged separately.

For sales in Switzerland, the price is calculated this way: List price plus VAT. For deliveries abroad, the statutory provisions apply.

All ancillary and delivery costs, in particular VAT., Freight, insurance, transit, import, authorizations, certifications, customs etc. shall be borne by the customer. Likewise, the customer has to bear all kinds of taxes, duties, charges which are levied directly or indirectly in connection with the delivery or they are to be refunded to the CME with adequate evidence (if CME has pre-financed the costs).

Payment terms: The customer pays the billed amount on receipt of the invoice and within 15 (fifteen) days and without a discount. The customer will bear bank charges.

4. Inspection and acceptance of delivery

The customer is obliged to check the goods immediately after receipt. In particular, it must be ensured that the device of the customer is intended and certified for her country. If the delivery does not comply with the order or has visible defects, the customer must assert this, in writing, within seven days of receipt, otherwise, he forfeits his warranty rights. Subsequent complaints will not be accepted.

5. Warranty

CME devices are made of high-quality materials and guarantee the highest reliability. Therefore, CME grants a 24-month warranty on all manufacturing or material defects under normal use, starting from the date of delivery. The warranty in such cases is limited to the replacement of faulty hardware or software components.

This warranty does not cover damage caused by improper handling or a failure to comply with statutory provisions. The warranty will only be fulfilled if the warranty claim is asserted directly with CME or its legal representative. For repairs that are not carried out by officials from CME, no warranty is given. In this case, any forwarding costs are at the expense of the customer. Proof of purchase (via invoice or receipt) is an integral part of the warranty.

6. Technical documentation I manuals

All technical documents (drawings, maps, brochures) or the operating manuals remain the intellectual property of CME and may not be copied or brought to the attention of third parties. Illustrations, measurements, standard schemes, and weights are not binding. We reserve the right to change designs. Materials may be replaced by equivalents.

7. Withdrawal, incl. Cancellation

If there is a signed contract (in Switzerland) or business (EU/USA), a customer has a right to withdraw within 14 (fourteen) days after signing the contract and accepting CME Swiss AG's General Terms & Conditions. This period begins on the date of signing the contract by the customer. To meet the deadline, it is sufficient to send a written revocation letter to **CME SWISS AG, Dorfstrasse 28, CH-9248 Bichwil, Switzerland.**

The practical exercise of the cancellation obliges the customer to return the object to the address above. The return is at the risk and expense of the customer. In case of a cancellation, mutually received benefits must be returned. If the customer can return the goods only in part or only in a deteriorated condition, he has to pay

compensation to CME Swiss AG. If the delivered purchase is defective or if it does not correspond to the product ordered, then this will not affect the right of warranty

or the right to cancel the contract.

8. Contracts

These General Terms and Conditions must accompany all signed contracts.

9. Applicable law

These terms and conditions are exclusively subject to **Swiss law.**

10. Jurisdiction

Our jurisdiction is the Kanton St. Gallen, city of St. Gallen in Switzerland

Bichwil, 01. April 2017

CME SWISS AG Bichwil, Switzerland

Board of Directors