

# General Terms and Conditions of Sale and Delivery, Guarantee Conditions



## 1. Area of Application

These general Terms and Conditions of Sale and Delivery, (hereinafter "General Terms and Conditions"), shall apply to all deliveries and services of RICO Sicherheitstechnik AG, Herisau (hereinafter "RICO") to the customer or customers of customers.

## 2. Conclusion of the Contract

The Contract is concluded upon receipt of a written order confirmation sent to the customer. RICO offers shall be non-binding. Furthermore, all catalogues, brochures and publications online are not deemed invitations for the offer and are also non-binding for RICO. Without consent in writing from RICO, changes or supplements to these General Terms and Conditions or the Contract shall not apply. Orders that deviate from the specifications publicized by RICO or that contain additions or changes by the customer shall only take effect if they are expressly confirmed by RICO through an order confirmation.

## 3. Cancellation of the Contract

In the case of a cancellation of the Contract, the costs incurred up to the time of the Contract's cancellation shall be invoiced.

## 4. Scope of delivery

The order confirmation of RICO is definitive for the scope and execution of the delivery. Materials and services that are not specified shall be charged separately.

## 5. Technical Documents

Technical documents such as drawings, descriptions, illustrations, weight information, etc. are approximately definitive. The authorized version shall be transmitted with the order confirmation or upon delivery. RICO reserves the right to make requisite changes.

## 6. Prices

Unless otherwise expressly stated all price information represents a net amount in Swiss Francs, excluding the value-added tax (VAT). Standard packaging of the goods is included in the net price. All other costs such as special packaging (e.g. sea freight, hazardous goods), transport, express and cash-on-delivery costs

or other necessary permission shall be invoiced separately. Ancillary services rendered by RICO, such as assembly, installation, etc., are also not included in the net price. RICO reserves the right to change its prices at any time up to the end of the Contract. Furthermore, there may be price adjustments if the scope of the agreed service, the material or the execution have been changed or if the customer subsequently requests an extension of the delivery period.

Orders for a gross price of less than CHF 200.00 will also be charged processing and packaging costs of CHF 100.00.

All RICO prices are in principle fixed prices. This is excluding a price increase between the submission of the order and the issuing of an invoice (per order), of the Swiss monthly inflation rate, in as far as the Swiss monthly inflation rate is more than 2% (this is determined by the Swiss consumer price index; base value February 2015: 97.9 points compared to 100 points in December 2010) Any price increases shall be valid until further notice. Negative monthly inflation rates for Switzerland affect RICO prices only if they ./. amount to 2% (determined by the Swiss consumer price index; base value February 2015: 97.9 points compared to 100 points in December 2010).

## 7. Payment Conditions

Invoices from RICO are, if not agreed otherwise, to be paid in full no later than 30 days after the date of the invoice. The invoice shall be issued upon delivery of goods. After the expiration of the payment deadline, the customer shall immediately owe RICO a reminder fee of CHF 100.00 or default interest of 7.75 % p.a. if the default interest exceeds the amount of the reminder fee. If the customer is in default, RICO shall reserve the right to retain other deliveries (including replacement parts).

The customer is not entitled to offset claims of RICO with counterclaims (also applicable for deliveries based on framework contracts)

## 8. Terms and Condition of Delivery

All dates, deadlines and delivery periods are deemed non-binding if their binding character was not expressly agreed in writing. Delivery periods and deadlines agreed as binding

expressly in writing have been observed if the delivery has been completed in the factory by its deadline. If RICO is in delivery default, it is assumed that the customer will continue to insist on the delivery. Damage compensation for late delivery or replacement purchasing is excluded.

If the order confirmation does not note otherwise, the deliveries shall be free ex works Herisau (FCA = free carrier / INCOTERMS 2020).

## 9. Use and Installation of RICO Products

The installation and maintenance of RICO products shall be undertaken exclusively by trained technicians certified by RICO.

Service technicians in the area of explosion protection must participate in a RICO training and continuing-education course or a course offered by RICO-certified trainers every two years. All other installers must regularly attend RICO training and continuing-education courses

RICO products must be used and installed in accordance with the requirements in the respectively valid and up-to-date technical data sheets and assembly and operating manuals. RICO does not assume liability and warranty for products that were not maintained by certified personnel.

## 10. Specifications

If not expressly agreed otherwise, the information published by RICO in catalogues, brochures, websites, data sheets and operating manuals or other publications in text or picture form (e.g. copies or drawings) specifies the properties of the goods delivered by RICO and their possible uses definitively and does not represent any guarantee of durability or properties. The properties of the delivered products can deviate in material, colour or form from the pictures or exhibited pieces. RICO shall not assume any responsibility with regard to the suitability or compatibility of the products for an intended purpose. The specifications communicated by RICO are only regarded as orientation guidelines. RICO reserves the right to change the communicated specifications of the products or to deliver different, equivalent products from third-party suppliers in place of the ordered products.

## 11. Reservation of Title

Until complete settlement of all RICO's claims against the customer, the delivered products remain the property of RICO. RICO reserves the right to make a Registry entry and to invoice the respective customer.

## 12. Transfer of Risk

Use of and risk related to the products is shifted to the customer with the transfer of the products to the carrier or upon collection by the customer.

## 12. Inspection Obligation

The products are to be checked by the customer for defects immediately after receipt. Any defects are to be reported in writing to RICO within 8 workdays, otherwise the product is deemed to be approved. Concealed defects are to be reported in writing immediately after discovery.

## 13. Guarantee

The products supplied by RICO shall exhibit the specifications explicitly listed on the respective data sheets.

Article 210 OR (Federal Act on the Amendment of the Swiss Civil Code, code of obligations) shall be applicable in the case of a lapsing of guarantee claims, otherwise the guarantee shall be waived to the extent permitted by the law. In particular, the guarantee does not include damage that results or is caused in part due to the fact that the customer or third parties in the scope of the customer's responsibilities

a) use the products in areas that are not specified on the data sheets or in the assembly and operating manuals, particularly in airplanes and any other means of air transportation;

b) use the products without observing the statutory or regulatory requirements, or disregard RICO's instructions (particularly with regard to assembly, installation, operating requirements) and the information on the data sheets or in the assembly and operating manuals;

c) defectively or carelessly assemble, handle, or install the products or do not execute this in accordance with the relevant state of technology or do not have the products installed or

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assembled by professionals who were trained by RICO or RICO certified trainers; make changes to or repair the products without prior consent in writing from RICO; e) cause wear to the products as a result of improper or inappropriate or excessive use; f) store products improperly; g) fall into arrears with the fulfilment of a contractual obligation with regard to RICO; and h) in the case of corrosion damage of any kind; i) damage for which customers or third parties are responsible; j) in the case of defects as a result of exceptional operational circumstances, their alteration outside of RICO's sphere of influence; k) all indirect damage, particularly compensation claims for operational malfunctioning and structural changes, damage to other equipment not belonging to RICO's delivery; For action or the omission of action by the customer's agents, the customer shall be liable as if it were his own.

If written notification is provided on time, RICO shall be obligated to replace the defective products with either the same or equivalent products, to repair them on its own or have them repaired at its own cost or to issue the customer a credit for the amount of the paid net price of the defective product. RICO shall decide upon the measures to be taken. The ancillary costs incurred for the replacement delivery such as transport, etc. shall be borne by the customer in full. The guarantee period shall not begin anew for the replaced products. RICO may require that the customer replaces certain defective products or parts of products in a system to prevent damage, whereby RICO shall assume reasonable expenses of the customer that RICO acknowledges in this connection.

Any special warranty conditions for individual products or product categories shall take precedence over these general terms. In addition, the present general terms and conditions shall apply.

## 14. Exemption from Liability

RICO's liability is definitively described in Section 13. All other claims by the customer with regard to RICO, irrespective of the legal reason, particularly those regarding a reduction or

change, are excluded and expressly do not apply.

The customer has no claims to damage compensation that do not result from the products themselves. In particular, RICO's liability for costs for determining the causes of damage, for expertise and for indirect consequential damage (including consequential damage caused by defects) of all kinds, such as e.g. loss of use, downtimes, loss of income, lost profits, etc. are excluded if they were not caused by RICO intentionally or by gross negligence.

To the extent that RICO's liability is excluded or limited, this also applies to the personal liability of its employees, labourers, co-workers, representatives and vicarious agents.

## 15. Indemnification

The customer shall release RICO in full, upon first request, from all claims by third parties that are made with respect to RICO in connection with the events specified in Section 13. This shall also apply to the claims from product liability.

## 16. Force Majeure

Neither RICO nor the customer shall be liable for damage of any kind if impediments occur that cannot be prevented despite the application of due diligence, irrespective of whether they occur at RICO or the customer or a third party. These impediments include e.g. epidemics, pandemics, mobilization, war, unrest, significant operational malfunctions, accidents, labour conflicts, late or defective deliveries of the necessary raw materials, semi-finished and finished products, non-availability of important parts, regulatory measures or injunctions, embargoes, export or import restrictions, natural disasters and events that are largely beyond the control of RICO or the customer.

Payments, however, may not be withheld or delayed by appealing to these provisions. Both parties shall immediately take all sensible and reasonable measures in each case in order to avoid damage or, if it occurs, to limit the scope of such damage to a minimum.

## 17. Resale

In the case of a resale of the product, the customer must bind his buyer to at least the same exclusions of guarantee.

## 18. Amendments

RICO reserves the right to change these General Terms and Conditions at any time.

## 19. Confidentiality

The contracting parties shall undertake not to pass on to third parties information received from the contract partner, relating to the contract partner or to third-party contract partners, nor to use information to the disadvantage of the contracting partner or third-party contract partners. They shall furthermore protect against access by third parties. They further undertake to release communications on the content and implementation of this contract to the public and to third parties only upon mutual agreement. This also applies to the regulation of information in dealing with colleagues, customers, suppliers and banks.

## 20. Severability Clause

If one or more of the aforementioned provisions is or becomes invalid, this shall not affect the validity of the other provisions.

## 21. Applicable Law and Place of Jurisdiction

**Swiss law** shall apply under exclusion of the applicability of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (Vienna Purchasing Convention) and other international agreements.

For all legal disputes, solely the proper courts at the headquarters of RICO in **Herisau** shall have jurisdiction.

In cases of discrepancy, the German language version of this document shall apply.

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