
General Terms & Conditions

1. Basis and Purpose of these Terms and Conditions

- (a) These General Terms & Conditions (the **Terms**) are general terms and conditions between you (**you**) and Davos Instruments AG, a Swiss company limited by shares with its seat located Am Kurpark 3, 7270 Davos, Switzerland (**Davos Instruments**) governing the following specific situations relating to measuring instruments (including but not limited to mechanical parts, sensors and electronics components) (the **Measuring Instruments**):
 - (i) the sale by Davos Instruments to you of Measuring Instruments; see Section 2 below;
 - (ii) the licensing by Davos Instruments to you of software, which software belongs to Davos Instruments or its licensors and which may be used in connection with the Measuring Instruments (the **Software**); see Section 3 below;
 - (iii) the provision by Davos Instruments of support services, such as but not limited to set-up and configuration explanations, calibration, repair instructions, lessons on how to use the Measuring Instruments and/or the Software (the **Support Services**); Section 4.
- (b) In addition to the specific situations listed in Section 1(a), these Terms also contain general provisions applicable globally to all of the abovementioned specific situations (Section 5).
- (c) These Terms come in addition and apply fully to any Davos Instruments quotes and offers in writing (the **Quote(s)**). In case of a conflict between the provisions of the Quotes and of these Terms, the provisions of the Quotes shall prevail.

2. Sale of Measuring Instruments

2.1. Offer and conclusion of the purchase agreement

- (a) All offers for Measuring Instruments on the Davos Instruments website or elsewhere (catalogues or other Davos Instruments documentation) are non-binding. Therefore, all indications relating to price, appearance, technical description and so forth only have an indicative and non-binding purpose and Davos Instruments may edit these at any time and at its sole discretion.
- (b) Davos Instruments shall only be bound by its offer in its Quotes. Unless otherwise specified, such Quotes bind Davos Instruments for fifteen (15) calendar days.
- (c) A purchase agreement shall be deemed concluded when you accept an offer by Davos Instruments pursuant to Section 2.1(b) above or when Davos Instruments accepts your offer to purchase Measuring Instruments – which offer is binding on you - by sending you an explicit confirmation of your order or confirms

despatch. Davos Instruments reserves the right to refuse the conclusion of a contract without giving any reasons.

2.2. Price and payment terms

- (a) You acknowledge that all costs in addition to the purchase price, such as but not limited to any value-added tax (VAT), shipping costs, customs fees, etc., must be borne by you. Davos Instruments does not have any influence on these costs.
- (b) Davos Instruments reserves the right to issue invoices in electronic form exclusively and shall retain full discretion on the accepted methods of payment.
- (c) The full price, including all related costs (such as those mentioned above in Section 2.2(a), must be credited to and received by Davos Instruments by the last day of the indicated payment term. Upon expiry of said payment term and absent a payment of the full price as stated above, you shall automatically be in default and shall owe an interest for late payment of 5% per annum.
- (d) You have no right to off-set any claims with your payment obligations towards Davos Instruments.

2.3. Delivery and transfer of risks

- (a) Any agreed delivery dates shall not be deemed binding upon Davos Instruments. Any late or delayed delivery compared to any agreed or announced delivery date shall not give you any additional rights under these Terms.
- (b) Davos Instruments may opt for partial deliveries at its sole discretion. Moreover, Davos Instruments reserves the right to restrict the countries and territories to which it despatches Measuring Instruments.
- (c) The Measuring Instruments shall be delivered by the means agreed at the time you entered your order. You shall bear all risks from the time Davos Instruments despatches the Measuring Instruments, i.e. as soon as Davos Instruments hands over the Measuring Instruments to the despatcher (for instance postal services).

2.4. Acceptance and warranty rights

- (a) Upon receipt of the goods but no later than twenty (20) calendar days, you shall inspect the purchased Measuring Instruments and notify in writing Davos Instruments of any defects, including the presence of goods which you did not order. Hidden material defects must be reported in writing immediately after detection.
- (b) Davos Instruments will assess the existence of any reported defects. In case of defects, you shall only have the right to demand the replacement of the defective Measuring Instrument or, at Davos Instrument's sole discretion, repairs to the defective Measuring Instrument. Davos Instruments may choose to grant you a credit note instead of replacing or repairing the defective Measuring Instrument.

- (c) If you are a business, Davos Instruments shall offer its warranty services as set out in this Section 2.4 for a period of one (1) year from the date of purchase.
- (d) The limitation of Davos Instruments' liability under these Terms (see Section 5.1) applies.

3. License to the Davos Instruments Software

3.1. Provision of the Software

- (a) The Software was developed by Davos Instruments and/or its licensors and assignors with the purpose of operating the Measuring Instruments, increasing their capabilities and functions or correcting any known bugs or issues. The Software may also be necessary, inter alia, for the Measuring Instruments to be able to communicate with other devices or to collect data.
- (b) The Software may take the form of updates, add-ons or patches, as Davos Instruments sees fit.
- (c) The Software may, at Davos Instrument's choice, be purchased separately or provided to you when you purchase a Measuring Instrument. If the Software is provided to you when you purchase a Measuring Instrument, Davos Instruments may provide the Software to you free of charge, free for the duration of a trial period with a subsequent license fee, or against a license fee. In any case, your use of the Software shall be governed by these Terms and in particular by the license grant in Section 3.2 hereafter.
- (d) If the Software is provided against the payment of a price, no license shall be granted and any pre-existing license shall be suspended or revoked until Davos Instruments receives full payment of the price.

3.2. License grant

- (a) If Davos Instruments provides you with the Software, Davos Instruments grants to you a limited, non-exclusive, non-sublicensable and non-transferable license to reproduce and use 3 copies of the Software for the strict purpose mentioned in Section 3.1(a) above.
- (b) The term of any license granted under these Terms shall be limited to the duration indicated when Davos Instruments provides the Software to you. Davos Instruments reserves the right to revoke and to terminate at any time any license granted under these Terms.
- (c) For the avoidance of doubt, any copy of the Software created or transferred by Davos Instruments to you under these Terms is licensed, not sold. You receive no title to or ownership over the Software and your rights over the Software are limited to those set out above in Section 3.2(a). In particular, you shall not:
 - (i) modify, create derivative works from, distribute, display publicly or perform publicly the Software;

- (ii) in any way allow third parties or unauthorized personnel to use or exploit the Software;
- (iii) reverse engineer (unless authorized by mandatory Applicable Law), decompile, disassemble or in any way attempt to derive all or part of the Software's source code (human-readable code).
- (d) You acknowledge that Davos Instruments and/or its licensors are and shall remain the owners of the Software.

3.3. No warranties; no indemnity

- (a) Any Software which Davos Instruments licenses out is provided as is. Davos Instruments therefore makes no representation and offers no warranty, in particular but not limited to the Software's fitness for a specific purpose, functions or functionalities.
- (b) You remain at all times solely responsible for the security of your data. Any liability for loss or damage of data is excluded.
- (c) Davos Instruments offers no indemnity for any third party claims concerning the Software.

4. Provision of Support Services

4.1. Nature and scope of the Support Services

- (a) Davos Instruments may provide Support Services to you or to any third party designated by you.
- (b) The Support Services shall be in Davos Instruments' areas of expertise, in particular the following:
 - (i) the set-up and explanations concerning the configuration of the Measuring Instruments;
 - (ii) instructions regarding the calibration, maintenance and repair of the Measuring Instruments;
 - (iii) lessons on how to use the Measuring Instruments and/or the Software;
 - (iv) repairs of the Measuring Instruments, provided such Measuring Instruments are not or no longer covered by any warranty and being specified that Davos Instruments may at its sole discretion refuse the repair and offer you the option to purchase from Davos Instruments any spare or replacement parts.
- (c) You acknowledge that through the Support Services Davos Instruments is not bound by any obligation of results and is strictly limited to a duty of care. Therefore, you shall have no claim for reimbursement, damages or any other claims whatsoever if you consider that the Support Services did not fulfil an expected goal.

4.2. Allocated personnel

- (a) Davos Instruments shall allocate the appropriate personnel for the performance of the Support Services based in particular on the subject-matter, schedule and personnel availability.
- (b) Davos Instruments shall try (without being bound) to take your request for specific personnel (either person or number of allocated personnel) into account so as to satisfy your request.

4.3. Support Services fee

- (a) The fee for the Support Services must be credited to and received by Davos Instruments by the last day of the indicated payment term. Upon expiry of said payment term and absent a payment in full of the Support Services, you shall automatically be in default and shall owe an interest for late payment of 5% per annum.
- (b) Davos Instruments reserves the right to issue invoices in electronic form exclusively and shall retain full discretion on the accepted methods of payment.
- (c) You have no right to off-set any claims with your payment obligations towards Davos Instruments.

5. General Provisions

5.1. Limitation of liability

Davos Instruments' liability under or relating to these Terms is disclaimed to the fullest extent authorised by Applicable Law (as defined in Section 5.6(a) hereafter).

5.2. Data Protection

You may find detailed rules regarding Davos Instrument's data protection practices in the Davos Instruments Privacy Notice, which is also available online at the following address:

<http://davos-instruments.ch/about-us/privacy-notice/>

5.3. Advertising

You hereby agree that Davos Instruments may from time to time send you unsolicited advertising material or newsletters on current developments of Davos Instruments and/or its products and services. You have the option of unsubscribing from such newsletters at any time (via unsubscribe link in each newsletter or by e-mail to info@davos-instruments.ch). After you unsubscribe from such newsletters, Davos Instruments will no longer send you any unsolicited advertising material or newsletters.

5.4. Exclusion of other terms and conditions

These Terms and, as the case may be, the provisions of the Quotes shall apply to the full exclusion of any other terms and conditions.

5.5. Severability

If any provision of the agreement between Davos Instruments and you including these Terms is held to be invalid or unenforceable for any reason it shall be revised rather than rendered void, if possible, in order to achieve the intent of the parties to the fullest extent possible. In any event, all other provisions of the agreement including these Terms shall be deemed valid and enforceable to the fullest extent possible.

5.6. Applicable Law and place of jurisdiction

- (a) These Terms and all related documents are governed by and construed in accordance with the substantive laws of Switzerland to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (the **Applicable Law**).
- (b) Any disputes arising out of or in any way relating to these Terms shall be submitted to the exclusive jurisdiction of the courts of the city of Zurich, Switzerland. However, Davos Instruments reserves its right to institute proceedings against you at your place of incorporation, habitual residence or domicile.

5.7. Modification of the Terms

Davos Instruments reserves the right to modify these Terms without prior notice. Notification of modifications shall be provided via the internet, by mail or any other appropriate means. The modified terms shall be deemed to have been accepted as soon as Davos Instruments informs you of the modification.