

**MSR Electronics GmbH**

Mettlenstrasse 6 • CH-8472 Seuzach, Phone +41 52 316 25 55

Fax +41 52 316 35 21 • info@msr.ch • www.msr.ch

**General Terms and Conditions of Sale**

These General Terms and Conditions govern the relationship between MSR Electronics GmbH, its web shops (datenlogger.shop, datalogger.shop) and its customers in Switzerland and abroad.

**1. Applicability**

- 1.1 These general terms and conditions of sale are binding when declared to be applicable in the offer or confirmation of order.
- 1.2 Deviating or additional arrangements or conditions, especially also the customer's conditions of purchase are applicable only if they have been explicitly agreed in writing.

**2. Offer and conclusion of contract**

- 2.1 Offers are binding when they contain a time limit for acceptance.
- 2.2 If an order is not placed on the basis of a binding offer or if an order deviates from the offer, then confirmation of the order is definitive for the performance and scope of the delivery.
- 2.3 Insofar as the delivery of individual or spare parts is possible within the usual delivery period, there will be no confirmation of the order without the expressed wish of the customer.

**3. Technical documents and plans**

- 3.1 Specifications in technical documents are only binding insofar as they have been expressly guaranteed.
- 3.2 The customer and MSR Electronics GmbH reserve all rights to plans and technical documents which they have made available to the other contractual party. The receiving contractual party recognises these rights and will not make the documents in their entirety or in part available to third parties or use them for purposes other than those for which they were made available without the prior written permission of the other contractual party.

**4. Regulations and provisions**

The customer must inform MSR Electronics GmbH of local legal, local authority and plant safety and other regulations related to delivery, assembly or operation.

**5. Retention of ownership**

MSR Electronics GmbH shall retain ownership of the entire delivery until MSR Electronics GmbH has received complete payment in accordance with the contract. Upon conclusion of the contract, the customer shall authorise MSR Electronics GmbH to enter retention of ownership in the official register and to fulfil all related formalities.

**6. Price and payment conditions**

- 6.1 For customers with a billing and/or delivery address in Switzerland or Liechtenstein, prices are quoted in Swiss francs (CHF), inclusive of the value-added tax. For customers from all other countries the prices are indicated without value-added tax. Prices are ex works and exclude postage and packaging. All ancillary costs, such as for example for import, export, authorisations, taxes and authentications shall be borne by the customer. Prices are subject to change without notice. Errors and omissions excepted.
- 6.2 Payments are to be made in freely available Swiss Francs in Seuzach in accordance with the agreed payments conditions without the deduction of discounts, expenses, taxes and fees of any type. Bank charges shall be borne by the customer. If the customer does not meet the agreed payment date, the customer shall, from the agreed due date, pay interest at 4% above the respective discount rate of the Schweizerischen Nationalbank. MSR Electronics GmbH reserves the right to reimburse expenses and further damages.

**7. Delivery period**

- 7.1 The delivery period shall begin as soon as the contract has been confirmed in writing, all formalities with the authorities such as import and payment approval permits have been obtained and the essential technical points have been clarified. The delivery period shall be considered to have been honoured if, upon its expiry, the delivery has been completed at the factory and is ready for despatch.
- 7.2 The delivery period shall be extended within reason and the customer shall not be entitled to compensation in respect of damages or dissolution of the contract due to delayed delivery:

a) If MSR Electronics GmbH does not receive on time specifications which are required to carry out the order, or if the customer subsequently changes said specifications thereby leading to a delay in the delivery.

b) If impediments should arise which are outside the influence of the affected party, such as for example, war, revolution, major factory malfunctions, accidents, labour conflicts, delayed or faulty delivery of the requisite raw materials, semi-finished or finished items, measures by the authorities, natural events. Both parties shall undertake to immediately notify the other party of the presence of such impediments.

**8. Testing and acceptance of the delivery**

- 8.1 Insofar as is normal, the delivery shall be tested by MSR Electronics GmbH during manufacture. Should the customer require more extensive tests, these must be agreed in writing and paid for by the customer, e.g., conformance tests.
- 8.2 The customer shall be obliged to check the delivery within an appropriate period of time and immediately notify MSR Electronics GmbH in writing of any deficiencies. Should the customer fail to do so, the delivery shall be deemed to be approved.

**9. Passage of use and risk**

Use and risk are passed to the customer upon departure of the delivery from the plant. If despatch or transfer of the goods to the customer is delayed or made impossible for reasons for which MSR Electronics GmbH is not responsible, the delivery shall be warehoused at the expense and risk of the customer.

**10. Right of cancellation**

The right of cancellation applies exclusively to standard products; individually manufactured products are excluded. The cancellation period is 14 days from the date of delivery and must be expressly declared in writing by the buyer.

**11. Guarantee**

- 11.1 MSR Electronics GmbH shall be obliged, upon written notification by the customer, to improve or replace within the guarantee period and as quickly as possible at the discretion of MSR Electronics GmbH, all parts which are faulty or unusable as a result of poor-quality material, faulty design or deficient manufacture. Replaced parts shall become the property of MSR Electronics GmbH.
- 11.2 The guarantee period shall be 24 months from receipt of the delivery.
- 11.3 The guarantee does not include damage as a result of natural wear and tear, deficient maintenance, excessive load demands, inappropriate equipment, chemical or electrolytic influences, deficient construction and assembly work not carried out by MSR Electronics GmbH or other causes for which MSR Electronics GmbH is not responsible.
- 11.4 The guarantee shall become void if, without the written permission of MSR Electronics GmbH, the customer or a third party carry out changes or repairs to the delivery or if the customer does not immediately take every possible step to prevent even greater damage and MSR Electronics GmbH can rectify the fault.
- 11.5 MSR Electronics GmbH shall only assume the risk for outsourced devices within the framework of the guarantee obligations of the sub-contractor.

**12. Exclusion of further liability**

These „General terms and conditions“ represent the sum total of the customer's entitlements. All non-explicitly named entitlements to damages, reduction in purchase price, suspension of or withdrawal from the contract are excluded. In the event of loss of or damage to data carrier material, loss of data as a result of software or hardware deficiencies as well as for any other reasons, costs relating to re-procurement of lost data shall be borne by the customer. Under no circumstances shall the customer be entitled to compensation for damage which has not been caused to the delivery items themselves, such as namely, loss of production, loss of use, loss of contracts, loss of prospective profits, nor for other indirect or direct damages. This disclaimer of liability does not apply to illegal intent or gross negligence on the part of MSR Electronics GmbH, but it does apply to illegal intent or gross negligence on the part of supporting personnel.

**13. Place of jurisdiction and applicable law**

- 13.1 The place of jurisdiction is Winterthur, Switzerland. However, MSR Electronics GmbH shall also be entitled to call upon the jurisdiction applicable in the customer's country.
- 13.2 The legal relationship is subject to material Swiss law excluding the UN convention on the international purchase of goods.