

## Terms and conditions of sale and delivery

### 1. General

The following attached conditions apply to all our quotations, sales and deliveries. The customer is seen to have agreed to these in every way with the placement of an order. All other conditions will only be valid with a special agreement and our written confirmation of the same. The amendment of an individual condition does not affect the remaining conditions. The buyer's conditions of purchase do not apply, even if we have not expressly objected to them. The assignment of rights and obligations arising from the sales agreement is not permitted without our express agreement. Unless an alternative agreement is made, these conditions apply to all current and future business transactions, including any individual orders placed under existing business relations, where no special reference to this condition has been made.

### 2. Quotations

All quotations are made without obligation.

### 3. Orders

Orders shall be deemed accepted following our written confirmation. If immediate delivery is made before confirmation is issued, the invoice shall also serve as confirmation of order.

### 4. Prices

Prices are subject to change and includes packaging, postage and carriage for orders above USD 500.00. Additional shipping charges, insurance, customs duties, installation and especially the shipping costs for compressors are charged separately. We retain the right to increase prices, where such action is fair and legally permissible, to cover any increases that may occur between the time of transaction and delivery. This includes increases in wages, raw material prices, freight charges, taxes, customs duties, other encumbrances or the enforcement of any new charges of this kind, upon which the price was based. We shall specify the quantities used for calculation.

### 5. Delivery

We reserve the right to agree the delivery period for each individual order. If dispatch is not possible through no fault of our own, the delivery period shall be deemed observed following punctual notification of readiness for shipping. The buyer must accept part deliveries. Deliveries may be up to 10 percent over or under the ordered goods quantity. We undertake to keep to the agreed delivery periods unless our course of production is disrupted. The consequences of a force majeure, breakdown, strike action, lock-out, official action, a lack of raw and auxiliary materials at the time of production and other unforeseeable circumstances affecting us and our suppliers give us the right to terminate our supply obligation either wholly or in part. Non-compliance with confirmed delivery periods does not justify the assertion of claims for damages or cancellation of order. We have the right to make an additional delivery of the missing quantity of goods, but are not obliged to do so. Damage claims cannot be made for non-performance or delayed performance. The risk of loss and damage to the goods transfers to the buyer once the goods have left the factory or notification of readiness to ship has been given. The delivery route and means of transport shall be chosen at our discretion, if no special instructions have been received, and no liability is accepted for the most favourable freight charges or transport time. Shipment is always made

at the customer's risk – this includes free deliveries and goods under reservation of title. Unless otherwise agreed, packaging will be made at our discretion and calculated in accordance with current prices.

### 6. Complaints

Any complaints relating to defects in weight, quantity, quality or the design of the goods, which are valid under our conditions of sale, will only be considered if we are notified in writing as soon as the defects are found, and in any case no later than eight days after receipt of goods at the delivery address. All defects, including those which cannot be detected upon careful inspection within this period, latest within two years from receiving the goods, must be notified immediately upon discovery.

### 7. Warranty

We accept responsibility for defective goods to the following extent: our warranty limits itself to the obligation to replace defective items with merchantable items wherever this is possible. We request that defective items be returned to us, where they become our property once they have been replaced with merchantable items. No compensation will be paid in respect of unsatisfactory delivery - this also includes compensation for lost profit, consequential damage, price reduction, conversion, rescission or termination rights. This does not apply in the case of fraudulent concealment of a defect. For any third-party products supplied by us, we shall only assume the same liabilities as those incurred by our suppliers. Our prior consent is required before defective goods may be returned. Goods are returned carriage paid. The customer may only remedy the defect with the supplier's consent. We accept no liability for the consequences of any repair work taken out by the customer or a third party without the supplier's consent. Warranty excludes compensation for all additional direct and indirect damage. We accept no liability for supplied parts, which, due to their very nature, are subject to premature wear depending on the way they are used.

### 8. Technical advice on use

The buyer is exclusively responsible for the application, use and processing of the bought goods. Oral or written technical advice on use given by the seller is non-binding advice in terms of the property rights of third parties, and does not exonerate the buyer from personally checking the products for suitability for their intended practice and purpose. Nevertheless, should an issue arise regarding the seller's liability, then this liability shall be limited to the value of the goods supplied by the seller.

### 9. Reservation of ownership

Ownership shall not transfer to the buyer until all liabilities relating to existing business have been discharged. The acceptance of bills of exchange or cheques only serves as a form of payment, therefore the title to the associated item of purchase only transfers to the buyer once the liability has finally been discharged. Payment by cheque, whilst simultaneously setting up financing from bills of exchange, does not constitute a discharge of the purchase demand. If the goods supplied or parts of the same are integrated in another object, reservation of ownership still exists; or rather co-ownership is regarded as agreed according to the proportion of value in the new product. The buyer

may reprocess and sell the goods supplied under reservation of ownership in the normal course of business. He may not, however, pledge or assign the goods by way of security. If the goods are sold on or reprocessed, the buyer shall, at that point, assign to us by way of security, all accounts receivable from the resale with all ancillary rights relating to the third-party debtor, up to the value of the invoice total, and grant us authority to collect our share of the debt. If the buyer recovers the assigned debt himself, this shall happen on a trust basis only. The revenue recovered on our behalf shall be surrendered to us immediately. At our request the buyer shall disclose the subsequent buyer's assignment and provide the information required to enforce our rights against the subsequent buyer. The buyer must immediately inform us of any attachment or detriment of our rights by a third party. If the subsequent buyer does not pay immediately in cash, the buyer must extend the reservation of ownership to us.

## 10. Payment

Net payment is due in full and free of charge to our paying office in advance if no other Agreements have been made. These Agreements are invalid, if the buyer fails to pay any other debts owed to us, or if we should become uncertain of his financial status due to him filing for bankruptcy, an in or out of court petition for composition, bill or cheque protest, debt enforcement or loss of guarantor or other event under art. 83 OR (Swiss Code of Obligations). In this case we have the right to make outstanding deliveries against advance payment only or to withdraw from the contract. Where several accounts are to be settled, incoming payments shall always be deducted from the oldest debt, regardless of the buyer's instructions. Payment by bills of exchange requires special agreement. Bills of exchange and cheques shall only be accepted subject to redemption and are only considered a cash payment once they have been honoured. Discount charges are to be remunerated in cash following business. If the 30-day period is exceeded, this will be seen as a default, even without earlier reminder, and will incur default interest at the usual bank interest rate for a loan. The buyer is not entitled to withhold payment due to a counterclaim, set-off, adjustment or other right, and may not set off payment against any such claim.

## 11. Drawings

Drawings, documents and drafts from our company may not be disclosed by the recipient to a third person. Compensation will be due for any infringements. Any drawings or documents accompanying a quotation must be returned by the recipient immediately if the order does not go ahead.

## 12. Training courses

### 12.1 Scope of application

This section applies to all contractual relationships in connection to training events held by IMT Analytics AG. These conditions are general agreements. Possible individual agreements take precedence over the general agreements.

### 12.2 Registration for an event

Bookings for events have to be made on the IMT Analytics AG webstore if no further options are communicated by IMT Analytics AG prior to the event. Once the booking has been processed, IMT Analytics AG will send you a confirmation email with an electronic invoice. Your place is guaranteed once payment has been received in full or agreed upon by IMT Analytics AG.

### 12.3 Cancelling a reservation

If you notify IMT Analytics AG up to 30 days before the start of the training course, you will receive a full refund. If you withdraw within the 30 day period, you will receive a full refund minus a 20% administration fee of the course price. If you withdraw less than 15 days of the beginning of a course, no refund will be made. It is possible to transfer the reservation to a substitute attendee. IMT Analytics AG should be informed of a substitute attendee at least 48 hours prior to the course start date. No additional costs apply for a substitute attendee. If you fail to attend a course you have booked without prior notice to IMT Analytics AG, no refunds will be made.

### 12.4 Visa requirements

It is the sole responsibility of the attendee to take care of his visa requirements. Should the participant require an invitation letter from IMT Analytics AG, we are able to provide it as long as the full payment of the course fee has been received. IMT Analytics AG is not responsible to act on behalf of the participant and is not responsible for any costs incurred by failure to obtain a visa. This service is designated only to assist participants who need to obtain a visa or permission to attend the training course. The full course fee can be refunded if a participant has been declined a visa and has provided proof of it.

### 12.5 Cancellation by IMT Analytics AG

Where circumstance dictates, IMT Analytics AG reserves the right to alter published programs, trainers, fees or venues without prior notice. In the event of a course being cancelled by IMT Analytics AG, a refund of the course fee will be made in full. No compensation will be paid for any additional costs incurred.

### 12.6 Participant exclusion

IMT Analytics AG has the right to exclude a participant of a course on basis of the following reasons:

- Deliberate wrong information on course registration
- Noticeable misuse of the skills acquired at our training courses
- Arbitrary destruction of IMT Analytics AG property
- Impairment of course discipline
- Violation of these terms and conditions

## 13. Place of jurisdiction is CH – 9470 Buchs

Contract shall be governed by Swiss law to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

## 14. Partial invalidity

The purchase and supply contract and these conditions remain binding in all other areas, irrespective of the legal invalidity of any individual provisions.

## 15. Data privacy statement

Customer related data (e.g. name, address, bank details) will only be collected in context of an order or if the customer voluntarily provides it for the registration of our newsletter. The collected data is protected from third party access and will not be passed on without express customer consent.

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