

General terms and conditions

T&N AG

As at October 2021

The following Terms and Conditions govern the reciprocal relationships between the customer or its assignees (hereinafter referred to as the Customer) and the T&N AG branch located in German-speaking Switzerland (hereinafter referred to as T&N AG). The Parties expressly reserve the right to enter into written agreements differing from these Terms and Conditions.

1. Quotes and orders

Quotes provided by T&N are valid for 30 days or until expiry of the agreement upon which the quote is based, whichever comes first. Orders submitted by the Customer require express written confirmation from T&N to be considered valid.

2. Changes

T&N reserves the right to change pricing if delivery is postponed as the result of changes made to the order by the Customer.

3. Delivery times

Every effort is made to comply with the delivery times indicated by T&N. Delivery delays for which T&N is not responsible do not entitle the Customer to withdraw from the contract or claim damages. Delivery delays resulting from events of force majeure are an exception to this; however, both Parties must wait 90 days before they are entitled to withdraw from the contract covering the products affected.

4. Packaging

The Customer is responsible for packaging costs. T&N is not liable for damage incurred during transport but will ensure proper insurance to cover transport risk. The Customer must notify T&N in writing of any damage, regardless of type, incurred during transport within eight days after receipt of products. A report by the carrier must be submitted along with the notification.

5. Prices and payment terms

Terms are laid down in the respective order documents (quote/contract). Unless agreed otherwise, payment is due within 30 days and prices exclude travel expenses (time and distance in kilometers). Late delivery, complaints and warranty claims do not entitle the Customer to delay payment. The Customer is not entitled to set off counterclaims against T&N receivables.

6. Default on payment

If the Customer defaults on payment, T&N is entitled to cease provision of all services rendered under existing contracts with the Customer. Late payments will incur a processing/dunning fee of CHF 20 per payment reminder as well as a late-payment fee of 5% p.a.

7. Acceptance

The acceptance process for all products delivered by T&N, including software systems, will follow the inspection instructions provided by T&N. Where installation is performed by T&N, acceptance will take place at the same time as installation. If installation is performed more than 30 days after delivery for reasons attributed to the Customer, the products will be considered accepted on the 31st day after delivery. Products whose price does not include installation are considered accepted 14 days after delivery if the Customer does not claim non-compliance with T&N specifications within this time period.

8. Warranty

T&N warrants the quality of its products to the same extent as the manufacturer's warranty. The Customer must notify T&N immediately and in writing of any defects in material or workmanship. Any further guarantee by T&N as well as any obligation to reimburse damages are excluded. Price reductions in particular are excluded. Consumables are not covered by this warranty. Neither does the warranty cover damage incurred by the Customer through improper preparation or maintenance of the installation site or through improper, non-compliant or abusive installation, use or maintenance. No claims may be made for damages exceeding the warranty coverage indicated or for consequential damages. Warranty claims must be made during the warranty period, which begins on the delivery date in all cases.

9. Liability

No claims for damages, in particular indirect or consequential damages, may be made against T&N, its performing agents or vicarious agents, regardless of legal grounds. T&N cannot be held liable to replace data unless it caused the data to be destroyed through willful intent or gross negligence and the Customer ensured the availability of machine-readable data material in order to reconstruct the data with reasonable effort and expense. T&N is dependent on its suppliers in many respects, including delivery deadlines. T&N is therefore only liable for damages if it can be proven to be the responsible party.

10. Confidentiality

Each Party undertakes to keep confidential all facts, designs, processes, documents, data and information (hereinafter referred to as "Confidential Information") of which they obtained knowledge while preparing or performing individual contracts, which pertains to the other Party's business operations and which either Party has an interest in keeping confidential. Each Party will treat the other Party's Confidential Information with the same care and discretion as its own. The Parties will ensure that Confidential Information is not used in an inappropriate or unauthorized manner by themselves, their agents or any commissioned third parties. In addition, Confidential Information may not in any way be made available to third parties for unauthorized use. The Customer will treat T&N's employee information confidentially in accordance with data-protection regulations. The aforementioned confidentiality requirements apply unaltered even after the contractual relationship between T&N and the Customer has ended, provided there is a legitimate interest to do so.

11. Data protection

The Customer consents that T&N may, for the purpose of periodic reporting, process product-related data, e.g. sales price and quantity as well as the Customer's name and address, and transmit this data to manufacturers and suppliers, some of whom may be located abroad. The Customer also consents that T&N may process Customer-related data to verify the Customer's creditworthiness and, where necessary, disclose this data to a credit insurance provider commissioned by T&N or use it to calculate credit and market risk. Furthermore, the Customer authorizes T&N to process and analyse its data in order to offer the Customer additional proprietary or third-party products and services that may interest the Customer, or to send information to the Customer's postal or e-mail addresses. T&N may also transmit the aforementioned Customer data to other T&N Group companies for the same purpose.

12. Assignment

Either Party may assign rights and/or obligations arising from the individual contract only with the written agreement of the other Party. T&N reserves the right to assign or sell its Customer-related receivables to third parties in or outside Switzerland (e.g. factoring).

13. Retention of title

T&N will retain ownership of goods until the salesprice has been paid in full; however, this will not affect the Customer's assumption of risk. During this time, goods may not be resold, rented or pledged. If the Customer defaults on payment, T&N is entitled to take the products back and may exercise other rights as well. T&N reserves the right to make an entry in the registry of retention rights.

14. Re-export

Delivered goods are subject to the export control regulations of exporting countries, in particular US regulations, as well as Swiss import regulations. Goods may only be re-exported from Switzerland with the approval of the Import and Export Division of the Swiss Federal Department of Economic Affairs, located in Bern, and the export control authority of the country of production. In certain cases, authorization must also be sought from the US export control authority in Washington, DC. The Customer is responsible for complying with all import and export regulations. T&N will assist the Customer in applying for the appropriate export authorizations at the Customer's expense.

15. Copyright

The Customer acknowledges all attached copyright terms and user licenses. All images on datasheets provided by T&N are for representational purposes only and non-binding. The actual product's construction and version may differ.

16. Non-solicitation of employees

Unless otherwise agreed in writing, the Customer undertakes not to solicit, hire or otherwise engage any T&N employees involved in the project, whether directly or indirectly, for the entire project duration plus one year following completion of the order or contract for work and services. The Customer must pay T&N a contractual penalty of CHF 50,000 if it violates this non-solicitation agreement. Payment of the contractual penalty does not release the Customer from continued compliance with the non-solicitation agreement or its other contractual obligations.

17. Applicable law and place of jurisdiction

The place of jurisdiction is Zurich, Switzerland. This contract is subject to Swiss law. T&N will make every effort to resolve disagreements with the Customer amicably and consensually.