



# General Terms and Conditions of Business

AudioText Telecom AG

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## **ATT AG**

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## General Terms and Conditions of Business

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### 1. Delivery

Improvements, necessary changes and any negligible modifications to our technical specifications reserved without compensation. Partial delivery as well as transfer to subcontractors permitted.

### 2. Pricing

Our prices do not include sales tax and transport costs.

### 3. Terms of Payment

Payments are due within 30 days from the date of invoice or as agreed, including partial deliveries invoiced. In the event of breach of the stipulated obligation to pay, we are entitled to hold fulfilment of the agreement with or without respite, withdraw from the agreement, demand the goods delivered returned as well as demand indemnity. In this case expenditures of return, repair costs and compensation for reduced value are payable by the customer. Any payments made toward the indemnity due minus appropriate rent shall be deducted in full.

### 4. Retention of title

The goods supplied remain our property until paid in full. Any equipment transferred to third parties under any title (resale, rental, etc.) is prohibited until the purchase price has been paid in full.

### 5. Time for delivery

We are bound to the times for delivery specified by us in writing. These are extended in the event approvals or information to be supplied by the customer or his suppliers are not received by us in time. In the event of delivery is delayed, upon expiration of appropriate written respite (at least one fourth of the time for delivery) the customer shall be entitled to withdraw from the agreement.

### 6. Claims, notices of defects

The customer shall inspect the shipment immediately and notify us of any complaints pertaining the quantity, style and defects of goods in writing within 10 days. Latent defects shall be reported in writing immediately upon discovery. Failure to submit such notice will result in the delivery and any defects being deemed accepted.

### 7. Warranty

Any parts which significantly differ from the stipulated

style or the verifiable result of inferior material, faulty design or defective style and become hazardous or unusable will be replaced or repaired by us at our discretion. In special cases we reserve the right to refund or reduce the purchase price.

Travel time and damages due to wear, poor maintenance, failure to observe instructions for use, excessive or generally improper use and for others reasons for which we are not liable, are excluded from warranty. Batteries and storage batteries are entirely excluded from warranty. Installing third party software or modifications or repairs to the goods performed by the customer or a third party will void the warranty.

Unless otherwise agreed, the warranty period is 12 months from the delivery date. The warranty period for replacement parts expires at the same time the warranty for the entire shipment expires.

### 8. Liability

Our liability for material defects in the shipment is limited to remedy of such defects pursuant to item 7 of these terms and conditions of delivery. We are further and incidentally only liable toward the customer for breach of contract and non-contractual claims where gross negligence is substantiated. Any further liability for direct or indirect damages as well as for loss of revenue and profits toward the customer or third parties is excluded. We assume no liability for failure to observe the instructions for using our solutions.

### 9. Intellectual property

The customer does not acquire rights in our intellectual property such as patent- and copyrights, design and pattern rights, or trademark rights through delivery. Any software (incl. documentation) supplied along with the hardware remains our exclusive property. The buyer merely acquires a non-exclusive, non-transferable license for the software on the hardware supplied. We expressly call the customer's attention to article 22 of the German Business Organisation Law, prohibiting copying copyrighted works.

### 10. Jurisdiction / Applicable Law

The place of jurisdiction is Zurich. The Swiss law applies.