



Yonder

General Business Conditions (GBC)

(01.05.2018)

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Non-disclosure Reminder

All information in this document is strictly confidential and may only be published by Yonder, Switzerland.

1. Conclusion of contract

1.1 The contract for delivery of services and products is deemed to be concluded when Yonder effects delivery or declares acceptance by dispatch of the order confirmation.

1.2 Effecting delivery by Yonder does not represent acceptance of any differing conditions of the client. Yonder considers acceptance of the items ordered by the client as subsequent acceptance of the GBC specified here, including where the client shall have previously expressly rejected these or referred to other conditions in his order.

2. Quotations

2.1 Quotations given by Yonder are binding for thirty days from the date of issue, unless another period shall have been expressly stated in the quotation.

3. Delivery and scope of service

3.1 The offer or the written order confirmation from Yonder is decisive for the scope of supplies and services. Partial deliveries are permitted, provided that they are reasonable for the client.

3.2 The execution is performed on the basis of the currently valid factsheet and user manual of the products. Changes of the products in design or workmanship that are generally performed by Yonder are permitted provided that the products meet the same functions.

4. Prices

4.1 Prices are purely net ex works if not otherwise noted. Any customs duties, taxes, levies of any kind which are charged in connection with the delivery transaction shall be borne by the client.

4.2 Information in price lists and other general price indications are non-binding and will be updated at regular intervals. For each order, the price valid at the time of delivery of the products is applicable.

5. Delivery period

The period for delivery starts on dispatch of the written confirmation of Yonder in accordance with section 1, but not before clarification of all technical details. A delivery period or a delivery date is only binding when the client fulfils his duties in good time, such as, for example, delivery of required information for the consignment or payment of a deposit. Yonder shall be granted an extension of the delivery period reasonable for the circumstances, if the consignment is delayed by circumstances beyond Yonder's control. The client shall have no automatic right of cancellation in this event. Yonder may suspend its duties until receipt of an outstanding payment and demand return of parts already delivered if the client shall be in arrears with his payments.

6. Payment

6.1 As long as no alternative agreement has been made, payments must be carried out 30 days following presentation of invoice without any discounts. Should these terms not be adhered to, the client will be considered in arrears with no requirement for reminder of payment.

6.2 Should invoices not be paid on the due date then defaulted interest to the amount of the cost of overdraft at the major Swiss banks is due, nevertheless this will be at least 6%.

6.3 Any reminders submitted do not provide extension to the period of non-payment. Any reminders issued by Yonder will be charged at a nominal CHF 20.00 per reminder.

6.4 Yonder reserves the right, due to delay of payment and without prior reminder to induce enforcement procedures.

6.5 Should a client be in arrears of payment of an invoice, then Yonder has no responsibility to carry out further deliveries in relation to any open contract.

6.6 Offsetting and withholding are only permitted when counter claims from the client will be recognized by Yonder or are recognized as legally binding. Should multiple client invoices be open for payment then as long as no other arrangement has been made the oldest under the multiple debts will be amortized.

6.7 Yonder reserves the right to carry out services only against advance payment by the client. Yonder furthermore reserves the right, without advance notice to deliver services to clients only through credit card payment, cash on delivery or carry out a delivery stop.

7. Warranty

7.1 Yonder grants a warranty to the client for quality and suitability of its services within the scope of its specifications in the respective offer documents.

7.2 The warranty of Yonder is limited to the correction of errors in the delivered services. Liability for further direct and indirect losses are excluded to the extent permissible at law, more particularly, no compensation shall be owed for incidental loss, product replacement costs etc.

8. Limits of liability

8.1 Yonder is liable for any direct damage if it was caused by gross negligence or intent by Yonder or their assistants or by third party service providers of Yonder.

8.2 The liability is limited in any case to the amount of compensation for the service in question or the products concerned. Any further liability of Yonder, their assistants and authorized third party for damages of any kind, to the extent permitted by law, is excluded.

8.3 In particular, Yonder does not accept liability for loss of data, the cost of data replacement, loss of production, loss of use, unrealized savings, loss of orders, loss of profit and other direct or indirect consequential damage.

8.4 Yonder is not liable if the client does not or not properly or not in time supply preparatory acts of cooperation which are necessary to fulfill the contract by Yonder or if the client does not provide the conditions required for the service provision of Yonder.

8.5 The client is not permitted to surrender his requirements against Yonder or rights and/or responsibilities out of the signed contracts with Yonder either partially or wholly to third parties without the agreement of Yonder. This is also the case in relation to warranty claims.

9. Third-party rights

9.1 Yonder commits itself to provide the services free of third-party rights, as far as Yonder does not explicitly reference to such rights or they are known in the industry.

9.2 If a third-party claims against the client that one of the services or products of Yonder infringes his rights, the client notifies Yonder immediately comprehensive in writing and gives Yonder the opportunity to ward off the claims asserted.

9.3 If there are claims proved or to be expected against the client corresponding to paragraph 10.1, at their own expense Yonder can change or replace the products to the extent necessary for the defense of these claims.

10. Documentation and documents

Yonder reserves the rights to all drafts, cost estimates, and other documents of Yonder. Such documents are entrusted personally to the client and may not be copied or made available to third parties without the prior written consent of Yonder. They must be returned to Yonder on first request. In the case of violations, the client will be liable to provide full compensation and Yonder has the right to revoke the contract.

11. Work results property rights

11.1 The client has the right to use the services and work results provided by Yonder for his own use as intended. However, the client is not entitled to pass on commercially the work results of Yonder or further developments on that basis that the client has realized on its own.

11.2 All rights to any possible inventions, all copyrights and other property rights to products, processes, methods, ideas, know-how, concepts, documentation, etc., which are developed, improved or otherwise used by Yonder upon execution of services for the client belong exclusively to Yonder and can still be used by Yonder for themselves and other clients in any way.

12. Place of jurisdiction and applicable law

The law of Switzerland shall apply, and the place of jurisdiction is Märstetten.

13. Final provisions

13.1 Should individual provisions of the contract be or become invalid, this will not have an impact on the validity of the validity of the remaining provisions. A provision which fulfills the economic purpose shall as accurately as possible take the place of the no longer valid or unenforceable provision.

13.2 Yonder reserves the right at any time and without advance notice to alter these GBC.

13.3 These GBC are valid from 1st May 2018.