



C-CIT Sensors Standard Terms and Conditions for Sales and Service

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1. CONTRACT – These terms and conditions, together with any other supplemental written terms we give you pertaining to your order or service agreement, form a contract between you, the buyer of certain equipment (including parts and other merchandise), software license, and/or services (the "Buyer"), and us, the C-CIT Sensors entity identified on the quote, order acknowledgement, service agreement, invoice, or other order document we give you ("C-CIT"). The rights and obligations identified in this contract apply to Buyer's purchase of the equipment, software license, and services identified in the C-CIT order documents. If Buyer's order includes software subject to an end user license agreement ("EULA"), the terms of the EULA also apply and have priority over these terms. Terms and conditions that are different or changed from these only apply if both parties agree to them in writing. Terms or conditions included on Buyer's forms, including Buyer's standard terms and conditions of purchase and documents presented to C-CIT's field service representatives, are not part of this contract.

2. GRANT OF LICENSE – If there is no EULA, C-CIT grants Buyer a non-exclusive, non-sublicensable, and non-transferable right to use the software ordered for Buyer's internal purposes only. Buyer may not reverse engineer, decompile, or disassemble any software it licenses from C-CIT.

3. QUOTATIONS, PUBLISHED PRICES, AND PRODUCT INFORMATION – Quotes and other offers of sale automatically expire 30 calendar days from the date issued unless otherwise stated, and unless C-CIT withdraws the quote or offer earlier, which it may do any time prior to Buyer's acceptance of the quote or offer. Quotes and offers relating to custom equipment or software may rely on certain information and circumstances, including information Buyer provides. If information or circumstances on which a quote or offer relies change, C-CIT may adjust its quote or offer. Published prices are not offers to sell and may be changed without notice. C-CIT may change equipment or software specifications without notice unless it agreed to the specification(s) in writing. Prices do not include any taxes, shipping, packaging, handling, insurance, duties, inspection fees, permit fees, installation, or other costs or services unless otherwise specified in the C-CIT order documents. C-CIT may choose to accept or reject any order; C-CIT will indicate order acceptance: (a) with a written order confirmation; or (b) by executing the order. Specific product characteristics, including but not limited to product weight, dimensions, value, return on investment, load, tolerance, and other technical data are not guarantees of those characteristics and are provided for information only. Buyer is not permitted to disclose any quotes, prices, specifications, or product information to any third party without C-CIT's prior written consent.

4. TAXES – If local law requires C-CIT to collect any tax from Buyer it will be added to Buyer's invoice and Buyer will be responsible to pay it, unless Buyer gives C-CIT a valid tax exemption certificate. If an exemption certificate Buyer gives C-CIT is later determined to be invalid, then Buyer will pay the previously unpaid tax.

5. TERMS OF PAYMENT – Payment terms are stated on the C-CIT order documents. If no payment terms are stated, payment is due net 30 calendar days from the date of invoice. Buyer may not retain any payment it owes C-CIT under this contract, or otherwise set-off any amount it owes C-CIT under this contract, for disputed claims.

6. SHIPPING, HANDLING, AND DELIVERY – Shipping terms are stated on the C-CIT order documents. If no shipping terms are stated, shipping is Ex Works. Delivery and service dates are estimates unless C-CIT expressly agrees in writing to a fixed date or schedule. C-CIT will use commercially reasonable efforts to meet delivery and service date estimates. All delivery and service dates are



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conditioned on C-CIT's timely receipt of all necessary information and approvals. If Buyer causes a delay in delivery C-CIT will store and handle all items at Buyer's risk, and will invoice Buyer for the unpaid portion of the contract price, plus applicable storage, insurance, and handling charges. C-CIT may make partial shipments. C-CIT will not accept responsibility for any shortages or damages unless Buyer retains all shipping containers and packing materials for inspection.

7. RETURNS – Equipment, or licenses on software, that is engineered, modified, customized, or configured especially for Buyer cannot be returned unless there is a valid warranty claim and the equipment or software cannot be repaired. Buyer cannot return equipment that is altered, damaged, used, or previously installed. Unless C-CIT makes a shipping error or Buyer makes a valid warranty claim, unused off the shelf equipment may be returned only if Buyer contacts C-CIT for approval and return instructions prior to returning anything. At its discretion, C-CIT may charge Buyer a restocking fee for any return.

8. CANCELLATION – With C-CIT's written approval, Buyer may cancel its order prior to the shipment of equipment or software, or prior to the beginning of a service contract. C-CIT may cancel Buyer's order or require payment in advance if Buyer transfers assets for the benefit of its creditors, or if C-CIT has reason to believe Buyer is unwilling or unable to perform its commitments. If Buyer cancels its order other than as permitted by this section, Buyer must pay C-CIT all amounts due pursuant to the order. If Buyer's order is cancelled for any reason Buyer will pay C-CIT for reasonable costs and expenses (including engineering expenses and all commitments to C-CIT's suppliers and subcontractors) incurred prior to C-CIT receiving notice of cancellation, plus C-CIT's usual rate of profit for similar work. The minimum cancellation charge is 15% of the price.

9. CHANGES – Buyer may make changes to its order if C-CIT consents in writing. To accommodate Buyer's request for changes C-CIT may change pricing and delivery schedules. If C-CIT performed work or purchased materials in anticipation of Buyer's order, and the change Buyer requests makes that work or materials unnecessary, Buyer is still responsible for paying for them.

10. SECURITY INTEREST – Buyer grants C-CIT a purchase money security interest in the equipment and software license it purchases, acknowledges the validity of this grant, and agrees not to challenge the legitimacy of this grant. Buyer will assist C-CIT in taking all necessary actions to perfect and protect C-CIT's security interest. C-CIT is entitled to any of the rights and remedies provided by law or in equity only if Buyer defaults on its obligations to C-CIT.

11. WARRANTIES: ABSENT A SEPARATE WRITTEN WARRANTY C-CIT ISSUES BUYER, C-CIT EXPRESSLY WARRANTS ITS EQUIPMENT, SOFTWARE, AND SERVICES SOLELY AS SET FORTH IN THIS SECTION. TO THE FULLEST EXTENT ALLOWED BY LAW, C-CIT DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE). THESE WARRANTIES MAY BE TRANSFERRED TO A SUBSEQUENT PURCHASER OF EQUIPMENT OR A SUBSEQUENT LICENSEE OF SOFTWARE ONLY WITH C-CIT'S PRIOR WRITTEN CONSENT. IN ADDITION, THE FOLLOWING CONSTITUTES BUYER'S SOLE AND EXCLUSIVE REMEDIES FOR ANY BREACH BY C-CIT OF THIS WARRANTY.

A. EQUIPMENT – C-CIT warrants that under normal use: (i) its equipment, except for replacement parts, will be free from defects in workmanship and materials for one year from the date of original installation/use, or 18 months from the date it is shipped from C-CIT, whichever occurs first; and (ii) re-



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placement parts will be free from defects in workmanship and materials for 90 days from delivery. Should the defects described be found and reported during the term of the warranty, C-CIT will, at its option, refund the purchase price, replace the equipment, or correct the defects by furnishing replacement parts and labor free of charge. Travel up to 80 kilometers (50 miles) from our nearest service representative or authorized service provider is free of charge for valid warranty claims.

B. SOFTWARE – If it is properly installed according to specifications and system requirements, C-CIT warrants the software it develops will perform substantially the functions described in the software documentation it provides or, in the absence of any software documentation, as otherwise agreed in writing. C-CIT does not warrant that the software is error-free, that Buyer will be able to operate the software without interruption, that third party interfaces or systems connected to the software will operate without interruption, or that the software will be free of vulnerability to intrusion or attack. Absent a separate warranty C-CIT communicates to Buyer in writing, the warranty period for equipment operating software is the same as the warranty period for the equipment it's purchased with. The warranty period for any other software or software feature is 90 days from the date of delivery. For avoidance of doubt, our warranty includes bug fixing, but excludes any new features. Except as may be agreed otherwise in writing, C-CIT provides no warranty for software specifically developed, amended, or customized for Buyer. These warranties also apply to any new releases and service C-CIT may deliver in the future.

C. SERVICE – C-CIT warrants that services will be performed in a workmanlike manner in conformity with standard industry practice. Should any nonconformity be detected within 30 days after the work is completed and Buyer gives C-CIT prompt written notification, C-CIT will supply the necessary service, direction, or consultation to correct the nonconformity.

D. GENERAL – The foregoing warranties are further subject to the following general conditions: (i) Consumables, accessories, normal wear and tear, wear parts, and perishables are expressly excluded. (ii) If Buyer requests warranty work during non-standard work times Buyer will be charged for premium time. (iii) These warranties do not apply where C-CIT's equipment and/or software has been subjected to: accident, alteration, misuse, abuse, failure by Buyer to ensure proper storage, operation and/or maintenance, installation or servicing by personnel C-CIT doesn't authorize, the addition or supply of equipment or software not approved for incorporation into C-CIT equipment or software, environmental or operational conditions, or software or interfacing Buyer or a third party provide and any other causes C-CIT is not responsible for. (iv) C-CIT does not warrant the calibration of any equipment. C-CIT does, however, warrant its equipment to be capable of being adjusted to meet C-CIT's printed specifications, if any, for accuracy for the period of warranty above stated when properly installed and used. (v) Products of other manufacturers that C-CIT sells are warranted by C-CIT solely to the extent of any remaining warranty provided by the original manufacturer. (vi) If C-CIT repairs equipment, such repair work will not extend existing nor generate new warranty coverage for the equipment as a whole or for those parts not repaired or replaced by C-CIT. Unless Buyer gives C-CIT written notice in advance, and C-CIT agrees its warranty still applies, all warranties are void if product is moved outside the country C-CIT delivered it to..

E. METHODS OF CORRECTION OF DEFECTS DURING WARRANTY – C-CIT may attempt to diagnose and resolve defects over the telephone or electronically. Certain equipment contains remote support capabilities for direct problem reporting, remote problem determination, and resolution. When Buyer contacts C-CIT for warranty work, Buyer must follow the problem determination, resolution, and procedure that C-CIT specifies. C-CIT may require return of the part or equipment to its depot for service or to assist in problem determination. If C-CIT determines on-site work is required, a service technician will be scheduled. If Buyer gives C-CIT notice of a defect and requests on-site work when the defect could have been remedied remotely, or if C-CIT responds to Buyer's notice of defect and no defect is found for which C-CIT is liable, C-CIT is entitled to compensation for any work performed and costs it incurred as a result of Buyer's request. Failure to install and use available remote connectivity tools and equipment for direct problem reporting, remote problem determination, and re-



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solution may result in increased response-time and additional costs to Buyer.

12. INDEMNITY – C-CIT will pay Buyer for Buyer's losses that arise directly from a third party's bodily injury (including death) or damage to a third party's property if the injury or damage: (i) occurred in the course of C-CIT's work; (ii) occurred on Buyer's property; and (iii) was exclusively caused by C-CIT's negligent act or omission. Losses C-CIT pays for may include reasonable legal fees and settlements of claim or suit. C-CIT's obligation to pay for Buyer's losses arise only if Buyer gives C-CIT prompt written notice of the loss, based on when Buyer should have reasonably anticipated the loss. If Buyer asks C-CIT to pay for its loss it gives C-CIT the sole and exclusive right to manage the defense of any claim related to it, and C-CIT is authorized to settle or compromise such claims at its sole and exclusive discretion; and Buyer must cooperate in the defense of all claims as C-CIT deems necessary.

13. PATENT INFRINGEMENT – C-CIT will defend any suit brought against Buyer if it is based on a valid claim that equipment or software of C-CIT's design that Buyer purchased under this contract, or any part thereof, constitutes an infringement of any applicable patent. C-CIT's obligation arises only if: (a) Buyer promptly notifies C-CIT of the claim, in writing, and gives C-CIT the authority, information, and assistance necessary to defend the claim; and (b) the alleged infringement is not the result of a design or other special requirement specified by Buyer, or the result of the application or the use to which Buyer or others put the equipment or software. C-CIT will pay all damages and costs finally awarded against Buyer only if C-CIT has the exclusive right to defend, settle, or compromise the suit and Buyer takes no action that damages C-CIT's ability to conduct an effective defense, settlement, or compromise. Upon receiving notice from Buyer of an allegation that equipment, software, or a part infringes any patent, C-CIT may, at its expense and option, either: (i) obtain for Buyer the right to continue using such equipment, software, or part; (ii) replace the equipment, software, or part with non-infringing equipment, software, or part; (iii) modify the equipment, software, or part so that it becomes non infringing; or (iv) remove the equipment, software, or part and refund the purchase price and all related transportation and installation costs. This is C-CIT's entire liability to Buyer for patent infringement.

14. REGULATORY LAWS AND OR STANDARDS – C-CIT behaves in accordance with relevant laws. C-CIT also takes reasonable steps to keep its equipment compliant with standards and regulations that may apply to Buyer's use of C-CIT's products. However, C-CIT's equipment is utilized in many regulated applications and from time to time applicable standards and regulations are in conflict with each other. C-CIT makes no promise or representation that its equipment will conform to any laws, regulations, codes, or standards, except as explicitly specified and agreed upon in writing by an authorized officer. Buyer is responsible for the correct installation, operation, and calibration of the equipment in compliance with all applicable laws and regulations.

15. PRODUCT MANUALS – It is essential for Buyer to follow the installation information, product and system manuals, operating and safety instructions, and other documentation and specifications C-CIT provides with the equipment; C-CIT disclaims any liability, including warranty liability, if Buyer does not.

16. INTELLECTUAL PROPERTY – Unless C-CIT expressly agrees in a writing to the contrary, C-CIT does not transfer to Buyer any right of ownership in any patents, copyrights, trademarks, technologies, designs, specifications, drawings, or other intellectual property relating to the equipment, software, and/or services. Except as otherwise provided in an applicable EULA, the software license



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rights granted are non-exclusive, non-sublicensable, non-transferable, and limited to use for agreed purposes only.

17. DISCLAIMER OF DAMAGES –IN NO EVENT WILL C-CIT BE LIABLE TO BUYER OR ANY OTHER PARTY FOR ANY TYPE OF SPECIAL, CONSEQUENTIAL, INDIRECT, INCIDENTAL, EXEMPLARY, OR PUNITIVE DAMAGES, WHETHER SUCH DAMAGES ARISE OUT OF OR ARE A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, AND REGARDLESS OF WHETHER THE CONTRACT WOULD FAIL OF ITS ESSENTIAL PURPOSE. Such damages include but are not limited to loss of profits or revenues, loss of use of the equipment or associated equipment and software, cost of substitute equipment or software, facilities, down time costs, increased construction costs, damage to reputation, loss of customers, or claims of Buyer's customers or contractors for such damages. Buyer may not transfer, assign, or lease the equipment or software sold or licensed under this contract to any third party without first securing from them the protection afforded to C-CIT in this section.

18. LIMITATION OF LIABILITY – C-CIT is not liable for any loss, claim, expense, or damage caused by, contributed to, or arising out of the acts or omissions of Buyer or third parties, whether negligent or otherwise. In no event will C-CIT's aggregate liability for any and all types of damages or losses related to this contract or the equipment, software, or services sold, licensed, or delivered pursuant hereto exceed the cost of the item giving rise to the claim, whether based in contract, warranty, indemnity, or tort (including negligence). And any suit arising hereunder must be commenced within one year from the date on which the cause of action accrues.

19. NO RESPONSIBILITY FOR GRATUITOUS INFORMATION OR ASSISTANCE – Except for fraudulent misrepresentations, C-CIT is not responsible for any information, assistance, or advice given to Buyer if such information, assistance, or advice was not required by this contract.

20. INSURANCE – Upon request, C-CIT will provide reasonable evidence of insurance showing its standard coverage and limits or relevant sublimits. Buyer agrees to keep such information strictly confidential. C-CIT does not provide third parties direct access to its insurance or give additional rights to its insurance, such as naming additional insured parties.

21. FORCE MAJEURE – Except for payments owed by Buyer, the period for performance of this contract will be reasonably extended if a party defaults or is delayed in performing their obligations under this contract, for reasons beyond their reasonable control. Strikes, insurrection, acts of God, war, terrorist activities, emergencies, shortages or unavailability of materials, weather, change in law, and other similar causes are among the reasons, but are not the only reasons, that are beyond a party's reasonable control.

22. EXPORT CONTROL - Buyer acknowledges that the equipment or software may include technologies and software that are subject to export control regulations in Europe, the United States of America, or other countries in which the equipment or software is delivered or used. Buyer is solely responsible for complying with these restrictions if it exports or re-exports the equipment or software. Buyer agrees to indemnify and hold C-CIT harmless from any violation of export restrictions by Buyer or Buyer's employees, consultants, agents, or customers cause.

23. INTERPRETATION – If any of these terms and conditions conflicts with or is invalid under appli-



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cable law, these terms and conditions will be read as if such term or provision was not included. The invalid, illegal, or unenforceable provision will be deemed automatically modified and, as so modified, included in these terms and conditions. Such modifications will be made to the minimum extent necessary to make the provision valid, legal, and enforceable. C-CIT's waiver or excuse of any noncompliance with these terms and conditions does not constitute a waiver or excuse of any prior or subsequent noncompliance.

24. GOVERNING LAW AND PLACE OF JURISDICTION – The performance of the parties to this contract, and the relationship between the parties, is subject to the applicable laws of the country where the C-CIT Sensors office identified on the C-CIT order documents is located; if the C-CIT Sensors office identified on the C-CIT order documents is located in the United States of America, the laws of the State of Delaware apply. The exclusive venue for claims arising under this contract is the court with competent jurisdiction nearest to the C-CIT Sensors office identified on the C-CIT order documents; if the C-CIT Sensors office identified on the C-CIT order documents is located in the United States of America, the courts of the State of Delaware are the exclusive venue. However, C-CIT reserves the right to initiate court proceedings against Buyer at any other court of competent jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods is explicitly excluded.

25. WEEE – When required by applicable law, C-CIT will dispose of electrical and electronic equipment waste (WEEE) at Buyer's costs.

26. TRACEABILITY – Buyer acknowledges that C-CIT is entitled to retrace or recall equipment, or take other corrective actions to the equipment. Buyer will actively support C-CIT when this need arises. If Buyer resells equipment to a third party, it will be considered the distributor of the equipment under applicable laws and must assume all obligations relating thereto, including but not limited to the following: (i) keep all documents and information necessary to retrace or recall equipment sold to third parties for a minimum of 10 years; (ii) immediately inform C-CIT of any complaints or adverse incidents related to the equipment, and promptly comply with all directions C-CIT gives regarding the investigation or handling of the matter; and (iii) comply with all applicable storage and transportation duties.

27. PERSONAL DATA AND OTHER INFORMATION – Buyer agrees C-CIT is entitled to use, process, and store, and allow a third party to use, process, and store on C-CIT's behalf, any data C-CIT obtains under this contract, in accordance with relevant laws. Unless specifically agreed in the C-CIT order documents, our sales and services to Buyer do not involve any processing by C-CIT of personal data for or on behalf of Buyer. In the framework of our relationships with you, we may process limited personal data of some of your employees or contractors which we use in order to respond to your enquiries or requests, and to execute our contracts with you (e.g. to process & execute orders, process payments, arrange shipments and deliveries, and to provide repairs and support services). **C-CIT will use the contact details obtained from you in the context of your purchase of a product or a service for direct marketing of similar products or services.** You may at any time request not to receive marketing communications by contacting us at sales@c-cit.ch.