

## General Standard Terms and Conditions for Barix AG, hereafter referred to as *Barix*:

**1. Scope and general overview:** The General Standard Terms and Conditions (hereafter referred to as the *General Terms*) govern the contractual relationship between Barix and its contractual partner. Alternative terms and conditions from the contractual partner are only valid if they are accepted in writing by Barix. Any amendments or additions to these General Terms will only be valid if agreed upon in writing.

If a provision in these General Terms or in a contract based on them is or becomes invalid or a loophole appears, the legal validity of the other provisions remains unaffected by this. A valid provision to replace the invalid provisions, which comes closest to the economic aims intended by the parties, is considered to be agreed from the start. The same applies in the event of a loophole.

**2. Barix's offers, conclusion of contract and subject matter of contract:** Price lists and brochures contain non-binding information and recommended prices. Information supplied via telephone is not binding, unless it is clearly described as a quotation. Quotations are valid for 30 days, unless otherwise agreed in writing. A quotation is accepted when the contractual partner confirms this in writing, by telephone, fax, email or in a face-to-face conversation. Barix confirms acceptance of the quotation in writing, by fax or email. The subject matter of the contract is based on the content of this confirmation. Barix's services are definitively listed in the order confirmation. Barix is entitled to make amendments to its services which result in improvements, provided that this does not lead to any price increase.

All the material and samples supplied with the offer remain the property of Barix. No third party may view the offer material without Barix's prior approval. Information which is described by Barix as guidelines is non-binding and should be used only to assess dimensions.

If the contractual partner wishes to make an amendment to the order confirmation, Barix will inform them, on request, within 30 days as to whether the amendment is possible and what effect it has on the provision of services, the deadlines and prices. Barix is bound by an offer for amending the service for 30 days. The amendment does not apply to products which have already been delivered.

**3. Performance by Barix:** Barix offers its contractual partner the latest technologies in the form of standard or individually developed and produced products (hardware and software). It also offers consulting services in the form of planning, support, training, etc.

Unless otherwise agreed, project consulting and planning, installation, adjustment and configuration work, training, support, etc. are to be paid for separately on a time and materials basis. Unless Barix explicitly promises a specific result, services constitute actions subject to the law of agency. Expenses, for instance travel costs, are to be paid for additionally.

Barix is entitled to bring in third parties in order to perform the arranged services.

**4. The contractual partner's cooperation obligations:** The contractual partner is responsible for the system requirements specified by Barix. If Barix provides services, the contractual partner shall cooperate if necessary and ensure that the staff required for this purpose are appointed and made available. The contractual partner is responsible for backing up its own data. If the contractual partner breaches its cooperation obligations, Barix is entitled to reimbursement of its additional expenditure. If the contractual partner defaults on acceptance, Barix can withdraw from the contract and claim compensation.

**5. Delivery and handover deadlines:** Unless explicitly arranged otherwise in writing, the deadlines specified by Barix are to be understood as guidelines. Promised deadlines are rescheduled accordingly if obstacles arise which are outside Barix's control, such as natural disasters, mobilisation, war, unrest, epidemics, accidents and illness, considerable operational disruption, labour conflicts, late or faulty supplies, as well as regulatory actions. Deadlines are also rescheduled if regulatory formalities such as import and export licences and services which the contractual partner is meant to provide prior to delivery (e.g. payments and provision of securities) are delayed. Barix's compliance with a deadline assumes in every case the contractual partner's fulfilment of their contractual obligations. In the event of late delivery or performance by Barix, for which Barix is at fault, the contractual partner is obliged to grant Barix a reasonable extension period, of at least four weeks, in writing. If this extension period is exceeded for reasons which Barix is responsible for, the contractual partner is entitled to waive the subsequent service and claim a refund for the payments already made. Barix must be notified of this immediately. Partial deliveries are possible and should be accepted by the contractual partner, if this is financially reasonable. Any other rights of the contractual partner arising from delays are explicitly excluded. In particular, the contractual partner is not entitled to claim for damage caused by delayed performance.

**6. Place of performance, benefit and risks:** If no particular place of performance is agreed by the parties or arises from the nature of the activity, delivery is regarded as the provision of the products at Barix's registered office. Any benefit or risks are transferred from Barix to the contractual partner upon the goods' dispatch.

**7. Testing and acceptance:** If no specific acceptance procedure is agreed, directly upon arrival or completion of products, the contractual partner must inspect them thoroughly with regard to all applications and immediately indicate any defects in writing, with a detailed description. If the contractual partner fails to do this, the products are considered to be free of any defects in terms of all their functions, the delivery is deemed to be accepted and the contract is considered fulfilled. Regarding software development by Barix, a product is also deemed to be accepted if, among other things, after completion of the work and despite a corresponding request from Barix, the contractual partner declines to conduct an acceptance test or to confirm acceptance, or if the software is used productively.

**8. Warranty:** The warranty period for defects due to material flaws, design errors or demonstrably careless work within the framework of software development lasts for two years with regard to hardware and one year with regard to software. The warranty period begins when the delivery is dispatched by Barix (for hardware or standard software) or upon acceptance of the software by the contractual partner (for individually developed software).

If the contractual partner has purchased the product for the purpose of resale, carefully stored it and not used it, the warranty period is extended by the amount of time during which the product is stored at the contractual partner's site, but by no longer than one year.

The contractual partner undertakes to notify Barix in writing (along with a detailed description) immediately, and no later than within 20 days, of any hidden defects identified during the warranty period. The warranty is excluded in the case of defects which would have been identifiable during a proper inspection of the products, as specified in point 7 of these General Terms.

The warranty is also excluded for defects which Barix is not responsible for, e.g. natural wear and tear, force majeure, treatment and usage by the contractual partner or third parties which is inappropriate and contrary to regulations and purpose, interventions by the contractual partner or third parties, excessive loads, unsuitable equipment, faulty maintenance or extreme environmental influences, as well as in the case of modifications made by the contractual partner to the products before reselling them to third parties.

Barix does not guarantee that the products which it delivers, processes or develops can be used uninterruptedly and absolutely flawlessly.

Barix undertakes to repair or replace, at its own discretion and as quickly as possible, products which are demonstrably defective during the warranty period due to the use of bad-quality materials, faulty design or poor workmanship, or which do not have the contractually guaranteed features or functions. The contractual partner must provide Barix with all the relevant information for this. Replaced parts are the property of Barix. If it transpires that Barix is not responsible for a particular defect, the product will be repaired by Barix against payment.

In the event of demonstrably defective performance on the part of Barix within the framework of an individual software development, the right of rectification is explicitly reserved.

In each case, Barix is liable only for direct or indirect damage which has occurred at the contractual partner's site. Liability for indirect or consequential damage, such as lost profits, third-party claims or damage caused by the contractual partner's failure to comply with contractual obligations is thus explicitly excluded.

The contractual partner does not have any further rights arising out of product defects other than those explicitly mentioned above.

**9. Exclusion of any additional liability for Barix:** Every incident involving breaches of contract and their legal consequences, as well as any claims from the contractual partner, are regulated definitively in these General Terms. In particular, any claims for compensation not specifically mentioned and any reduction or cancellation of the contract are excluded.

Claims cannot be made in any circumstances by the contractual partner for compensation for damage which has not been caused to the actual product. Barix does not assume any liability for lost or deleted data in the event of repairs or other types of work, or in the case of malfunctions.

All disclaimers of liability do not apply to illegal intent or gross negligence on the part of Barix, however, they do apply to illegal intent or gross negligence by auxiliary staff. In such cases, the liability is limited to the price of the respective agreed performance.

**10. Prices and terms of payment:** Prices are specified in the quotation or order confirmation and are exclusive of VAT. The contractual partner bears the packaging and transport costs, including the costs for insurance, export licences, transit licences, import licences, customs, duties, etc., as well as the costs for the goods' inspection. If such costs are paid by Barix, they must be reimbursed to Barix by the contractual partner.

The contractual partner is obliged to make payment within 30 days of receipt of the delivery. If the contractual partner is paying by credit card or is being offered credit, the whole amount must be debited 10 days after the delivery's dispatch. Service costs are payable within 10 days of the invoice date.

The terms of payment must even be met if transport, delivery or acceptance of the delivery is delayed or made impossible for reasons which Barix is not responsible for, or if minor parts are missing..

If the terms of payment are not met, Barix is entitled to abide by the contract or withdraw from the contract and, in both cases, claim compensation. Furthermore, Barix can request securities for all outstanding debts and/or make outstanding deliveries only against payment in advance.

If the contractual partner fails to meet the terms of payment, they must pay from the time payment is due, without receiving any reminder, late payment interest, which is 5% above the current discount rate of the Swiss National Bank. The right is reserved to claim compensation for further damage.

The contractual partner is not entitled to offset any counterclaims against claims from Barix.

**11. Retention of ownership:** Ownership of deliveries is transferred to the contractual partner only upon payment of the full price. Upon concluding the contract, the contractual partner authorises Barix to automatically enter the retention of ownership in public registers, at its own expense.

**12. Copyright:** The copyright of software developed by Barix remains with the manufacturer. This also applies if the contractual partner has contributed to the development of the product.

**13. Safety precautions and technical regulations at the place of destination, export provisions:** The contractual partner must make Barix aware of specific technical requirements, regulations and norms at the place of destination, no later than when the quotation is accepted, insofar as these are of significance to the import, operation and use of deliveries and services (e.g. sickness and accident prevention). The parties must also inform each other in good time of obstacles which may affect the fulfilment of the contract or result in unsuitable solutions. If the contractual partner resells the products, the contractual partner is responsible for compliance with any further import and export regulations as well as any other applicable regulations.

Unless otherwise agreed, the deliveries and services comply with the contractual partner's regulations and norms which the latter has notified Barix of, in accordance with the previous paragraph. Additional or other safety precautions are provided insofar as this is explicitly agreed.

**14. Take-back:** Barix undertakes, in accordance with the Swiss ordinance on returning, taking back and disposing of electrical and electronic equipment (VREG), to take back electrical appliances and dispose of them in an environmentally friendly way. The contractual partner bears the costs of transport and disposal.

**15. Final provisions:** This contractual relationship is governed by Swiss substantive law (excluding the regulations on conflict of laws and Contracts for the International Sale of Goods, SR 0.221.211.4). The parties will endeavour to settle amicably any disputes which arise from the execution of this contract. **Zürich** is the exclusive **court of jurisdiction**. However, Barix is also entitled to apply to the court at the place of the contractual partner's registered office.

Zürich, Januar 2013