

# Terms and Conditions of Sale

## 1) Definitions

- A. The term **"PMOD/WRC"** herein means "Physikalisch-Meteorologisches Observatorium Davos / World Radiation Center", located in Davos Dorf, Switzerland.
- B. The term **"customer"** herein means a natural person or a legal entity receiving goods or services by PMOD/WRC under these general conditions.
- C. The term **"goods"** herein means instruments, products or materials, which are subjects of these terms and conditions.
- D. The term **"services"** herein means test, repair, modification or calibration of goods, which are subjects of these terms and conditions.
- E. The term **"order"** means order of goods or services on goods based on a quotation or agreement between PMOD/WRC and the customer which have been confirmed in writing by PMOD/WRC.

## 2) Applicability of these terms and conditions of sale

- A. These terms and conditions are applicable to all orders confirmed by PMOD/WRC.
- B. For any order PMOD/WRC assumes that the customer has read and accepted these Terms and Conditions of Sale.
- C. Any amendments or modifications of these terms are rejected by PMOD/WRC unless the acceptance of such changes are confirmed by PMOD/WRC in writing.
- D. An order confirmation by PMOD/WRC does not imply any acceptance of general conditions used by the customer.
- E. These terms and conditions are publicly available on the PMOD/WRC website.

## 3) Quotations & Prices

- A. Quotations or offers issued by PMOD/WRC are not binding and do not express an order acceptance in any case.
- B. Listed goods and services within quotations are objects to change, except they are explicitly confirmed by PMOD/WRC in writing.
- C. Any supporting documentation of the quotation, such as drawings, sketches, elaborations of any kind remain the property of PMOD/WRC and are not to be made available to third parties nor may these documents be copied.
- D. Prices are generally quoted in Swiss Francs, "Ex Works" Davos Dorf and excluding VAT unless otherwise specified in the quotation and are valid for a specified period of time.
- E. Prepayment in full or in part may be requested from the customer.
- F. In case of cost increases due to unforeseen fiscal charges, higher prices for raw materials, additional transport costs, an exchange rate variation of more than 2 % or other cost increases, PMOD/WRC will notify the customer and reserves the right to adjust the quotation and the order confirmation.
- G. All quotations are net and no discount shall be possible.

## 4) Order confirmation

- A. PMOD/WRC issues a written order confirmation based on the customer's order placement.
- B. The order confirmation is assumed to be correct and in agreement with the customer's needs.
- C. The customer shall verify the order confirmation.
- D. Any objections shall be transmitted to PMOD/WRC in a written form within 10 working days after the order confirmation has been sent.
- E. In case no objections or modifications are received within 10 days, the order is binding and considered as accepted by both parties.

## 5) Contract obligation

- A. Delivery terms are deemed to be met by PMOD/WRC if the goods or serviced items leave the PMOD/WRC premises on time or the premises of its subcontractors.
- B. Indication of a time-of-delivery in order confirmations reflect the actual situation at the time of the quotation or order confirmation and are not legally binding.
- C. In case of delay, the customer shall allow a consecutive delivery period equal to the originally agreed period after PMOD/WRC has notified the customer of its inability to deliver on time. After expiration of the consecutive period, both parties have the right to cancel the contract without any cost to the other party. In case of calibration orders (service) the customer can demand the return of the subject instrument at its own cost.

## 6) Transport

- A. "Incoterms 2010" for transport to and from the premises of PMOD/WRC are applied.
- B. Principally the transactions are done on the basis of "FCA Davos Dorf Incoterms 2010 (Free Carrier)" for any shipment leaving PMOD/WRC to its customers whether for goods purchased or serviced.
- C. Any shipments of goods to PMOD/WRC shall be effected DAP, "Incoterms 2010" (Delivered to the PMOD/WRC premises).
- D. PMOD/WRC in principle does not assume any liability for transport. In case a client asks for transport arrangements such arrangements are done at the risk and at the cost of the client.

- E. Instruments are covered by all-risk insurance at goods value whilst in the custody of PMOD/WRC. Clients are requested to take transport insurance according to generally accepted terms. Upon request the client has to supply PMOD/WRC with a copy of the respective insurance-certificate.
- F. PMOD/WRC supplies, against payment, a suitable transport box for deliveries of new goods and, in case of necessity, for the transport of calibrated goods.
- G. In case of damage a survey must be made. The surveyor must be approved by the government and be accepted by the insurance company. A copy of the survey-report shall be sent to PMOD/WRC immediately.

## 7) Terms of payment

- A. The particular payment terms are reflected in the quotation and the individual order confirmation.
- B. Payment delays are subject to an interest charge on the basis of 9 % per annum.
- C. In case of a payment delay exceeding the agreed payment terms by 30 days after the final reminder, PMOD/WRC may cancel the contract and demand the return of the sold goods at the cost of the client. The cancellation information and the return demand become valid 8 days after the respective notification.
- D. Payments are deemed as being completed on the date when funds have been irrevocably credited to the PMOD/WRC account. Goods remain the property of PMOD/WRC until full payment is received.

## 8) Ownership

- A. Until full payment of the invoice, the goods remain the property of PMOD/WRC. If PMOD/WRC is obliged to initiate collection proceedings it is entitled to charge any ensuing costs to the customer.
- B. Until full payment of the invoice, delivered goods shall be insured against theft or damage to the full invoice amount. Until full payment of the invoice, the customer is fully liable for such eventualities.

## 9) Warranty

- A. PMOD/WRC warrants all **goods** manufactured by PMOD/WRC to be free from defects in material and workmanship for a period of 24 months from date-of-shipment unless other terms are specifically stated.
- B. **Services** provided by PMOD/WRC have a warranty that is limited to the extent of the executed work for a period of three months from the date-of-invoice.
- C. These warranties do not cover defects resulting from goods modifications by the customer without explicit written consent by PMOD/WRC. These warranties are neither applicable to any software delivered with the product nor to normal wear and tear or damage induced by external events like fire, flooding, earthquake etc.
- D. Explicitly excluded from these warranties are optical elements, which are known to degrade and require periodic calibration, such as coated elements, interference filters, gratings, photonics detectors.
- E. Excluded from these warranties is any misuse of goods, such as improper storage or handling or operation outside goods specifications.
- F. The customer is primarily responsible for organizing and paying for the transport of goods according to paragraph 6) until an in-warranty service is accepted by PMOD/WRC. For in-warranty repairs, PMOD/WRC covers the return transport. For out-of-warranty cases the customer is responsible for in and out transport costs and the goods examination and/or servicing costs.
- G. According to Article 201 of the Swiss Code of Obligations, the customer must examine a purchased good after receipt and immediately inform PMOD/WRC on any defects found. For the purpose of this agreement, "immediately" shall mean 10 days after detection of the defect. Non-compliance with this obligation leads to the loss of any warranty claims.

## 10) Liability and Indemnification

- A. Except for provision of law regulations regarding (product) liability, gross negligence or willful misconduct by PMOD/WRC or its management, PMOD/WRC is not obliged to any compensation of damages of whatever nature, be it direct or indirect, including consequential loss in respect of movables, immovable objects or any persons.
- B. The liability of PMOD/WRC is in any case limited to the amount for which it is insured, or in case it is not insured, for the amount for which a comparable business would normally insure such risks.

## 11) Applicable Law

- A. Swiss law applies and the court of law is situated in Chur. PMOD/WRC reserves the right to take legal action at the seat of the client or at any other legally qualifying court of law.
- B. These present general conditions of trade shall apply exclusively and, on a subsidiary basis, the provisions of the Swiss code of obligations; the applicability of the Vienna law on sales (CISG) and of conflict-of-law rules (in particular IPRG) which refer to foreign law, shall be excluded.
- C. In case of arbitration, the rules and regulations of the international chamber of commerce are applicable.