

General Terms and Conditions of Janico Management AG

1. Area of application. These General Terms and Conditions are binding for any deliveries and services of Janico Management AG (hereinafter: "Janico"). They shall specifically apply in case of deviating conditions of the customer, except where Janico has agreed to those conditions in writing. If Janico agrees on individual rules with the customer in writing, deviating from these General Terms and Conditions, these individual rules shall take priority over the General Terms and Conditions. If any provision of these conditions is or becomes void or invalid, this shall not affect the remaining part of these conditions. In case of voidness or invalidity of a clause, it shall be replaced by such clause that comes as close as possible to the economic purpose of the invalid clause and is effective. The procedure is accordingly when a gap becomes obvious.

2. Place of delivery, place of performance. The place of performance shall be CH-Frauenfeld. The delivery shall be ex works (Zürcherstrasse 350, Frauenfeld, Switzerland). Use and risk shall pass to the customer upon delivery ex works.

3. Transport, packaging. Janico shall pack the delivery and organise its transport. Janico shall not assume any liability for this, however. All costs for packaging, transport, customs formalities and customs shall be assumed by the customer. These costs shall be invoiced by Janico additionally. LSVÄ-surcharge and replacement package fees shall be assumed by the customer in any case. The customer shall be solely responsible for insurance of the delivery from the time of delivery ex works.

4. Time of the delivery. The expected delivery period shall be indicated non-bindingly. Janico shall try to its best to comply with the delivery period. However, any delay of the delivery shall not give the customer the right to rescission of the contract or any claim to reimbursement for direct or indirect damage, consequential damage, reflex damage or lost profit.

5. Prices. The offered prices shall only apply for the respective qualities, quantities and number of deliveries. The prices of Janico shall be subject to confirmation. If the situation changes essentially before delivery, Janico may adjust the prices. The prices shall be in CHF and, unless agreed on differently in writing, ex works, excl. VAT and excl. any taxes, customs, packaging, transport, insurance, LSVÄ, TGGB, brass surcharge, copper surcharge, etc.

Janico shall charge surcharges for small batches and partial units.

Except for the express discounts named in the documents of Janico (e.g. offer, order confirmation), no further discounts, reductions or expenses must be deducted. Retentions for any due warranty claims are not admissible.

6. Payment conditions / reservation of title. The payments shall be made by the customer according to the agreed payment conditions at the domicile of Janico, without deduction of discount, expenses, taxes, duties, fees, customs and the like. If nothing different is agreed on, invoices shall be paid pure net within 10 days. This shall not include businesses who pay by advance payment.

If the customer does not comply with the payment dates, default interest of 5% shall fall due from the 2nd dunning letter onwards. If forced execution has to be threatened, an additional dunning fee of CHF 20.00 shall be due for payment. Janico may assign claims to collection companies. Reimbursement for any further damage is reserved.

Janico shall remain the owner of the entire delivery until complete payment.

7. Warranty / Liability. The customer must review the delivery without delay upon receipt. Complaints must be filed no later than within 8 days of receipt of the delivery. The warranty period shall commence at delivery.

If any defects to the delivery occur during the warranty period, the customer shall have a claim to repair or replacement of the defective parts of the delivery. It shall be due to the sole discretion of Janico, whether defective parts are repaired or replaced, in case of defective delivery or service, further claims of the customer shall be excluded, i.e. the customer shall specifically not have the right to convert the contract, demand a value reduction or assert damages.

The defective product shall always be submitted to Janico completely, instead of only individual parts at a time. The costs for the delivery shall be at the customer's expense.

Warranty is excluded:

- If the assembly provision and/or the operating instructions are not complied with in full.
- If the customer or third parties perform any changes or repairs at the delivery without the written consent of Janico.
- In case of defects due to natural wear.
- In case of defects due to improper treatment, storage or setup
- In case of defects due to force majeure.

Janico shall only be liable for violation of other or out-of-contract obligations for documented direct damage caused by Janico wilfully or grossly negligently. Janico shall not assume any liability for slight negligence. In no case shall Janico be liable for indirect damage, subsequent damage, consequential damage, reflex damage or lost profit.

8. Returns. Returns of standard items shall only be possible with the advance consent of Janico. The items must be in a proper condition and original packaging, and must have been purchased by Janico. 20 % of the value of the goods, but at least CHF 100.00, shall be invoiced for the inconvenience and directly deducted from the credit. Returns of custom productions and items that are no longer being offered are not accepted.

9. Copyright, patent, design and brand law. Brands, drawings and projects of Janico that are protected under intellectual property law, shall remain Janico's property. It is not permitted to reproduce or use them, or to pass them on to any third parties, without the written consent of Janico. The customers shall be obliged to comply with the brand, patent, design and copyright provisions. Specifically, they shall not be allowed to use brands and image material of Janico or the suppliers without written consent.

10. Applicable law, place of jurisdiction. The contractual relationship between Janico and the customer shall be subject to Swiss law. **The exclusive place of jurisdiction shall be CH-8500 Frauenfeld.**