

General Terms and Conditions of LK Luftqualität AG Terms of sale, delivery and payment

Scope of application

The following «General Terms and Conditions» are valid for all services and products of LK Luftqualität AG. LK Luftqualität AG explicitly keeps the right of changing the «General Terms and Conditions» at any time. Decisive is always the version which was valid at the time of the conclusion of the contract. As long as there is no other arrangement, the acceptance of the «General Terms and Conditions» by the customer takes place if an order is made with LK Luftqualität AG.

Intellectual property

The products which are developed by LK Luftqualität AG are the intellectual property of LK Luftqualität AG. All rights, including design, creation and other rights of protection are reserved by our company.

The copying and transmission of extracts of the offer with enclosed mechanical bulletins, data sheets and drawings to persons who are not in a direct relationship with the company this offer was made to, needs a written approval of LK Luftqualität AG.

Data Protection

The contract partners treat all facts confidentially which are not generally accessible or in public domain. The confidentiality is to be observed before the conclusion of a contract and also remains valid after the ending of the contractual relationship.

Offers

If not agreed otherwise,

1. the prices of the products, delivery, installation and commissioning are to be understood as EXW LK Luftqualität AG.
2. drawings, blueprints, patterns, test prints, samples and other preliminary work remain the intellectual property of LK Luftqualität AG and must not be used otherwise without our written acceptance in advance.
3. all prices are to be understood as net, exclusive VAT.

Orders

In case of an order, the customer will automatically receive an order confirmation where he can find details of all articles, prices, conditions as well as delivery- and billing address. If nothing else is agreed in advance, the customer accepts our «General Terms and Conditions» automatically in case of an order. The order of a client involves the acceptance of the present contract conditions. Possible purchase conditions of the customer are explicitly excluded.

Cancellation of an order

The customer has the possibility to cancel the order within 24 hours (from the date of receipt of the order) in written form. Otherwise, LK Luftqualität AG assumes that the customer accepts the order, in connection with LK Luftqualität AG order confirmation, and LK Luftqualität AG starts the production and delivery of the product.

Delivery/installation/commissioning

1. The date and time details for the time of delivery, installation and commissioning are to be understood as approximate data, if not otherwise stipulated at customer's risk. The customer obligates himself to accept the goods and services from the approximated time of delivery.
2. Material supplied by the customer is stocked at the risk of the customer.
3. The delivery time is met, if the consignment is ready for delivery within the accepted time limit, at the place of production and the customer was informed about this. The time of delivery depends on the place of delivery and the method of delivery. The delivery is carried out when the consignment leaves the place of production.
4. If there is no method of transport agreed, the products will be sent by the method which appears to suit best.
5. The delivery times will be met by LK Luftqualität AG in the best possible way. LK Luftqualität AG does not award damages for possible violations of the time limit.

6. If necessary, due to practical reasons (e.g. deliveries of third parties which are produced at another time as the products produced by LK Luftqualität AG), LK Luftqualität AG is generally authorized for part delivery, for example dependent on the construction progress.
7. If the time limit for the acceptance of the complete consignment is exceeded or cancelled after the time limit for acceptance, LK Luftqualität AG reserves the right of billing 12 % of the complete value of the order as allowance for special expenditure.

Acceptance of delivery

1. It is the duty of the customer to control the contractual products directly after receiving the consignment (verification period). Any defect which occurs has to be reported in written form to LK Luftqualität AG within 8 days (from the date of the postmark, bill of lading, bill of delivery) after the receipt of the consignment (period allowed for examination and sending notice of a defect or deficiency), so that LK Luftqualität AG have the possibility to transfer the defect goods, if applicable, to a supplier. If nothing is reported, the contractual products are to be understood as approved. Hidden defects have to be reported to LK Luftqualität AG directly after occurrence.
2. Defects on one part can not lead to a claim on the whole consignment.
3. All risk and costs of the delivery are borne by the customer (if nothing else was agreed upon). Claims of transport damages or loss are to be reported to the carrier. Transport damages have to be reported to the carrier directly after the arrival of the consignment.
4. With the method of delivery «free domicile» or «FCA» (Incoterms 2010), LK Luftqualität AG delivery duty is fulfilled completely. Use and risks are then to be borne by the customer. On the wish of the customer, LK Luftqualität will arrange for a transport insurance.
5. If the delivery is held up, on the wish of the customer, the risk goes over to the customer on the date of delivery which was agreed upon in the first place. From this point of time on the consignment is stored at the risk and costs of the customer.
6. The deposit by truck only takes place on a ramp or any central, well accessible place. The costs for any additional service during the deposit as well as for fast time delivery have to be borne by the customer (if nothing else is agreed upon).

Return consignment

Ordered contractual products are to be held as bindingly sold. Without a written confirmation, no contractual products are taken back.

Prices and terms of payment

1. In all cases LK Luftqualität AG reserves the right to deliver all orders against payment in advance, cash on delivery or letter of credit.
2. The price which has to be paid by the customer refers to the order confirmation and the invoice. Differences have to be reported after receipt of the order confirmation, at the latest after 5 days.
3. The invoice is sent double with account information and by mail.
4. Our invoices are to be understood 30 days net (if nothing else is agreed and in written form).
5. In case that discounts are granted, payment has to be made within 10 days. Discounts are granted on the value of the product. If the invoice is not paid within 10 days after the date of the invoice, we reserve the right to invoice the amount of the discount.
6. After the time limit for payment runs off (date of expiration) the customer is in default and LK Luftqualität AG reserves the right to hold back the delivery.
7. LK Luftqualität AG remains the owner of the contractual products until the complete amount of the invoice has been paid (reservation of proprietary rights). The customer empowers LK Luftqualität AG, on the costs of the customer, to list the reservation of proprietary rights in a legal register. If the

customer sells the products to a third party without having paid the invoice completely, the proprietary right is also reserved by LK Luftqualität AG.

8. Invoices in Switzerland and for deliveries to Germany need to be issued with VAT included. If the service is an installation or maintenance service with material consumption in Germany, the §13b UstG (German Value Added Tax Act) is valid and the invoices have to be issued VAT excluded. Invoices to other countries are issued VAT excluded. Import turnover tax has to be paid by the customer and can be claimed and proved by prepaid tax.
9. LK Luftqualität AG reserves the right, in case of an official currency change of > 5 %, to adjust the prices.
10. In case of a delay of payment LK Luftqualität AG reserves the right to invoice an amount of CHF 50.00 for each reminder.
11. LK Luftqualität AG reserves the right of gathering information about credit-worthiness and payment experiences and to pass them on to the association Creditreform.

Guarantee

1. The guarantee service extends to the repairing of the goods in the factory of Lucerne.
2. The buyer obliges himself to observe the instruction and installation manuals which are delivered together with the goods, before he uses the goods. For defects, material or processing defects, which occur in case of correct usage after the delivery, LK Luftqualität AG grants replacement or repairing, at its sole discretion. Other claims for damages are not accepted.
3. For defects that occur due to incorrect usage, natural disasters, loss of production and due to resulting from usage beyond the normal, LK Luftqualität AG will not grant any replacements.
4. LK Luftqualität AG grants a 2 year guarantee for the entire ionair[®] systems. LK Luftqualität AG grants a 1 year guarantee for ionair[®] ionization tubes. The guarantee expires if the system is not be maintained by our employees. The guarantee certificate for systems is the acceptance report. For goods it is the date of the issued invoice. For repairing services it is the date of the issued repair report.

Maintenance

1. Services will be carried out and invoiced, if nothing else is agreed, with reference to the written maintenance contract signed by both parties. The amount written down in the maintenance contract for the way to the customer includes the journey there and the return journey for one time. LK Luftqualität AG reserves the right to invoice the customer for additional ways and consumed materials.
2. LK Luftqualität AG reserves the right, in case of an official currency change of > 5%, to adjust the prices in the maintenance contract.
3. LK Luftqualität AG grants a 1 year guarantee on replacement-material from the date of the installation on. The guarantee-certificate is the maintenance report.
4. The customer is liable for malfunctions as well as material damages and personal injuries which might occur due to incorrect maintenance work.
5. As a specialist and with the knowledge of the correct maintenance, LK Luftqualität AG guarantees for a professional service.
6. The customer agrees to give all necessary information and to provide all required support to LK Luftqualität AG.

Applicable law and place of jurisdiction

1. As long as no other contracts exist, the issuing of an order includes the acceptance of the «General Terms and Conditions» by the customer.
2. Swiss Substantive Law is valid. The validity of the UN Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG, „Vienna Sales Convention“) is excluded.
3. Place of jurisdiction is Lucerne.