

# LESCOM AG

## Terms & Conditions

### 1. Scope

The Terms and Conditions govern the relationship between the customers (hereafter termed "Purchaser") and LESCOM AG and apply to their services and products.

### 2. Confirmation of contract

The contract of services is concluded by written confirmation of LESCOM AG. Complaints must be reported **within three days** of receipt and in writing to LESCOM AG, otherwise the contents of the order confirmation shall be deemed to be approved.

### 3. Services / order changes

3.1 The content and scope of individual services are shown in the order confirmation, which forms the basis of the contractual relationship between the customer and LESCOM AG together with the offer and the present Terms and Conditions.

3.2 The Purchaser is authorized to make any order changes, if thereby the overall character of the service contract remains unaffected. Order changes must generally be made in writing and should reach LESCOM AG early enough so as not to interfere with the preparation and execution of the work.

3.3 The Purchaser shall furthermore be charged for any additional expenses caused by order changes. If through order changes the quantity associated with the standard price is altered in relation to the quantity designated in the order confirmation, the agreed standard price associated with the total quantity remains authoritative. If order changes require services for which the order confirmation does not contain a standard price, the price supplement will be calculated based on the standard prices of LESCOM AG at the time of the order change.

LESCOM AG is to be reimbursed by the Purchaser for work done, material orders made and other resulting expenditures effective prior to announced order changes, if they are made useless after the announcement of the order changes.

### 4. Delivery Deadlines / Delivery Delays

4.1 The order confirmation specifies the deadline by which the undertaken work will be carried out.

4.2 In case of delays in delivery, the Purchaser is required to set LESCOM AG, in writing, a grace period of at least 30 days. After the expiration of any unused extension, only the legal consequences of Art. 107 OR will prevail.

4.3 The enforcement of the legal consequences of Art. 107 OR and claims for damages are excluded if the delivery delay was not due to LESCOM AG, especially for delivery delays caused by force majeure, the manufacturer or importer of equipment and materials, and mistakes made by the Purchaser or a subsidiary company.

### 5. Warranty

5.1 The warranty period on the work of LESCOM AG and/or the supplied equipment and materials is one year. The warranty period begins with the acceptance of the work, respectively the delivery of the equipment. Other agreements, which can be made when a maintenance contract is concluded, are reserved.

5.2. The Purchaser is obliged to report defects **within three days in writing**.

5.3 Defects in alarm and security systems are to be reported to LESCOM AG by phone and in writing **immediately** after having discovered them.

5.4 In case of delayed notification of defects, all warranty claims are forfeited.

5.5 In case of deficiency, LESCOM AG grants the Purchaser the right to cost-free disposal (repair) of the defect, within a reasonable time only, instead of the statutory warranty claims. The provisions of section 5.6 remain reserved.

If LESCO AG should not be able to repair damaged or defective parts or devices after making a reasonable effort, and in the event that no spare parts or replacement units are available for delivery, LESCO AG is entitled to provide an equivalent replacement.

The repair does not extend the warranty, except for replaced parts.

5.6 Should a serious defect not be rectified despite repeated repairs, the Purchaser is entitled to either make a reduction to the payment corresponding to the decrease in value or to withdraw from the contract. However, the Purchaser can only withdraw from the contract if the removal of the installed equipment does not result in disproportionate disadvantages for the contractor and if the acceptance of the defective product by the Purchaser cannot be expected (Art. 368 para. 1 + 3 OR).

5.7 Further claims of the Purchaser for incorrect delivery, particularly claims for damages for any consequences, are excluded. LESCO AG is in particular not liable (not concluding additional charges) for any consequential damages, loss of use or loss of profit.

5.8 The warranty does not apply if the damage is due to natural wear and tear, if the Purchaser's work and/or the commodities delivered are handled improperly, maintained improperly or inadequately, overused, changed in an unauthorised way, repaired or modified, or if the instructions of LESCO AG or the manufacturer are not followed. Excluded from the warranty are also damages due to force majeure, exceptional environmental conditions, such as in particular corrosion, dustiness, humidity, electromagnetic interference and static discharge.

## **6. Product liability**

6.1 LESCO AG has taken out liability insurance for injury to persons and damage to property caused by a defective product.

6.2 The Purchaser is obliged to immediately report to LESCO AG in writing any damages that can be attributed to a product defect. LESCO AG undertakes to give the Purchaser the name and address of the manufacturer of the defective product within 30 days of receipt of the damage notification.

## **7. Prices**

7.1 The prices to be paid by the Purchaser result from the order confirmation and the offer. The invoice must be paid by the expiry date specified on the invoice form. When the time allowed for payment has expired, the Purchaser is automatically considered to be in default.

7.2 The Purchaser is not entitled to retain payments because of complaints or to offset against counter claims.

## **8. Reservation of right of ownership**

All equipment and products supplied are to remain the property of LESCO AG until full payment of the contractually agreed remuneration has been received, including any default interest and costs. LESCO AG is at all times entitled to register the reservation of right of ownership in the property rights register at the expense of the Purchaser. During the period of reservation of property rights, the Purchaser is obliged to notify LESCO AG in writing at least two weeks in advance about changes in residence.

## **9. Jurisdiction**

For all disputes arising from this contract, the court of law appropriate to the place of business, namely the registered offices of LESCO AG, 3182 Ueberstorf / FR, is to have sole jurisdiction.

(With his signature, the Purchaser/Buyer declares to have taken the above general conditions of contract into account and to agree with its contents.)

Place & Date:

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Company:

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