

General Terms and Conditions of Business

1. Area of application

These present provisions shall serve as the basis for business transactions between BKS Kabel-Service AG as supplier (hereinafter called „BKS“) and the client (hereinafter „Customer“), unless the Customer rejects them in writing immediately after receipt and such rejection was accepted by BKS in writing. They are valid for each individual order as part of the business relationship between the parties. Any customer terms that diverge from the present GTCB are invalid unless they are accepted in writing by BKS. Otherwise, the provisions of the Swiss Federal Code of Obligations shall apply.

2. Offers

All offers by BKS shall be made subject to change without obligation. Orders shall only be regarded as accepted after clarification of the receipt of the order and acknowledgement in writing.

3. Drawings / Diagrams

Drawings, descriptions, diagrams, installation plans and offers etc. shall remain the property of BKS. They may be neither made accessible to third parties, nor copied or used for self-manufacture without BKS's consent in writing and are to be returned upon first request. BKS shall be entitled to the copyright in all cases.

4. Prices

The prices are exclusive of value-added tax, packaging, transport and insurance costs, ex works. The transport costs shall be chargeable to the Customer.

BKS shall reserve the right to make changes to prices if decisive changes in the bases for calculation should arise between the date of the order and the time of delivery.

For requested cuts of cables that do not correspond to the standard lengths (100m/250m/500m/1,000m), a CHF 15.00 share of costs will be charged per cut

When transporting goods within Switzerland, transport and packaging costs shall be charged if the net value of the goods is less than CHF 1,000 and shall always be paid by the Customer. If the value is more than CHF 1,000, BKS shall deliver the goods free of charge. Express surcharges, special provisions etc. shall always be subject to a fee.

Orders with a net value of less than CHF 50 shall incur a small quantity surcharge of CHF 8.00.

5. Delivery times

Delivery dates stated shall be without obligation and shall be based on the conditions at the time of the offer. The delivery times shall generally run from the time of the clarification and confirmation of the order. In the case of unforeseen events which are beyond our influence, delivery dates can be delayed. Any claims for compensation arising from this for direct or indirect consequential damage shall be ruled out.

6. Dispatch of goods

The benefits and risk of the goods supplied shall pass to the Customer in all events upon leaving the BKS business premises (or upon leaving the business premises of the sub supplier in the case of direct deliveries). Transport shall take place at the Customer's risk. It shall be incumbent on him to issue the necessary instructions and details concerning the transport of the goods. In the event of the lack of such instructions, BKS shall take the usual precautionary measures for the transport of goods.

The lack of packages (different number of packages between the delivery and BKS's delivery note) or directly apparent transport damage respectively are to reported directly upon receipt of the goods, on the spot, to the carrier (Post Office or forwarder). The Customer shall also have to inspect the delivery within 5 days of receipt and, in the event of any defects, lodge a complaint of defects immediately in writing. Complaints on account of incorrect or incomplete supply are also to be lodged within this period.

Data cables shall normally be dispatched on "non-returnable drums" which will not be taken back. Cable shipments are subject to length deviations of +10% from the effective order quantity.

BKS shall reserve the right to make deliveries only against payment in advance or cash on delivery.

7. Material on Loan

For the entire loan period, the Customer is liable for any damage to, or loss of loan/rental equipment, which is provided by BKS either for free or for rental fee.

The additional provisions "Loan & Repair of Measuring Equipment" apply explicitly when leasing measuring material.

A deposit of CHF 30.00 will be invoiced for cable spinning drums or other cable drums that are reusable. In case of a return consignment within 6 months, the amount will be credited back to the Customer.

8. Place of performance

The place of performance for deliveries and payments shall be at BKS's registered office for both parties.

9. Terms of payment

Invoices are payable within 30 days after the date of the invoice, strictly net (without any deductions). Unauthorised deductions shall be charged subsequently. BKS is entitled to charge interest for late payments in accordance with normal banking practice.

The lack of inessential parts from the order or guarantee claims against BKS shall not entitle the Customer to postpone due payments or offset counterclaims .

10. Guarantee

The guarantee period is 24 months from delivery from BKS, provided that the objection arrangements pursuant to clause 6 above are observed and it is demonstrably a case of poor material or defective manufacture. The guarantee period shall begin when the goods leave the business premises of BKS (or the business premises of the sub supplier in the case of a direct delivery).

The guarantee shall be limited, at the discretion of BKS, to remedying a defect, the supply of a replacement free of charge or an appropriate reduction in price. Any claims for compensation for direct or indirect consequential damage shall be expressly ruled out. Repair work without prior consultation with BKS, as well as non-compliance with operating and assembly instructions shall lead to a cancellation of the obligation under warranty. Replaced components become the property of BKS.

For purchased active components such as routers, switches, etc., BKS provides warranty only to the extent that suppliers actually provide warranty services. If, for example, the suppliers refuse or are no longer able to provide a warranty service, the warranty is void. BKS transfers the warranty rights of the manufacturer of the purchased active components directly to the Customer. The Customer agrees to this transfer and he will claim the warranty rights himself directly à-vis the manufacturer.. BKS shall reject any guarantee for used objects and parts, material not supplied by it, assembly works not arranged by it, as well as for objects to which changes were carried out without its consent in writing. Also excluded shall be damage which is attributable to normal wear and tear, false or violent treatment, excessive stress, unsuitable use, accidents or force majeure.

11. Copyright

Copying BKS documents, such as catalogues, websites, information leaflets, brochures and the likes or complete or partial reproduction of any kind of BKS documents is permitted only with the written consent of BKS under applicable law.

12. Return consignments of material

- Only original-packed, unused, complete and undamaged articles, which comply with the state of the art, shall be taken back.
- Articles which do not or no longer belong to the BKS standard range, which were specially manufactured, as well as those which are not normally kept in stock or were purchased specially for the order, shall be excluded from the right of return.
- A copy of the BKS delivery note or a copy of the invoice respectively is to be enclosed with all return consignments. The reason for the return consignment is to be noted on the papers. Return consignments without one of these documents shall not be accepted and returned, invoicing the costs.
- In the case of an exchange of goods, a general processing fee of CHF 25.00 per exchange shall be charged, insofar as BKS is not the instigator of the exchange.
- No credit note can be issued for good values below CHF 50.00.
- Credit notes for returned goods shall only be set off against future invoices for deliveries and services. Payment of the credit note amount is excluded.
- In the case of return consignments purely of material, the costs incurred for inspection, packaging, cleaning, putting back into storage and reverse measurement of goods by the meter shall be deducted as follows:

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| Return consignment within 30 days after delivery | -20% |
| Return consignment within 31 to 60 days after delivery | - 25% |
| Return consignment later than 61 days after delivery (taking back only after agreement and with a minimum deduction of 30%) | >30% |
- Provided BKS does not bear any blame, the costs for the return consignment and replacement supply shall be borne by the Customer.

13. Reservation of ownership

BKS shall reserve the right of reservation of ownership of the delivery concerned until the complete payment of the amount of the invoice. It shall be entitled to have this reservation of ownership entered in the reservation of ownership register concerned. If the Customer is in default with payments, BKS can take the goods back pursuant to the statutory provisions.

14. Withdrawal

Cancellations of orders already placed shall only be possible with BKS's consent in writing. Costs which have already arisen or increases in price as a result of a reduction in quantity are to be assumed by the Customer. Part deliveries of an order for goods to be delivered on demand are to be requested within the agreed period, otherwise BKS shall arrange for the relevant deliveries and the rendering of invoices, or cancel the remaining quantity ordered.

In addition, BKS shall be entitled to withdraw from an order, if deterioration in the Customer's financial position becomes known to it which causes the fulfilment of its payment obligations pursuant to the contract to appear endangered.

15. Place of jurisdiction/applicable law

The place of jurisdiction for both parties shall be Solothurn. The legal relationship shall be subject to Swiss Law with the express exclusion of the Vienna Convention of 11.4.1980 on the International Sale of Goods.