

General Terms and Conditions

1. Prices

If not stated otherwise all prices do not include value added tax, fees, duties, tariffs, transport, packaging, insurance and support in application.

2. Sales Documents

Our publications, data sheets and sales documents are general guidelines. The customer can only invoke the existence of certain properties of the product if they are guaranteed in written form in the concrete case.

3. Place of Fulfilment

If no other place of fulfilment is agreed upon, we are entitled to provide our goods at our head office according to Incoterms 2020 FCA (Free Carrier). In case of delivery to another location the customer bears the risk and cost of transportation as well as the expenditure for packaging and customs.

4. Deadlines

Deadlines are only binding if they are assured in written form. They are extended adequately in case of the occurrence of obstacles that are outside our responsibility, such as missing information from the customer, delayed or faulty supply, considerable stoppage, governmental measures and natural phenomena.

In case of delay the customer is obliged to grant us an adequate respite for subsequent fulfilment. If we cannot deliver within this period and a further delay is unacceptable the customer may demand abrogation of the contract if he declares this within three working days after the end of the respite.

We cannot be held liable for losses or claims caused by late delivery.

For framework agreements or call-off orders, products shall be delivered based on the hardware and software revision valid at the time of the respective order. The customer shall have no claim to delivery of a specific or different revision unless explicitly agreed in writing. RFbeam reserves the right to implement hardware or software changes as part of ongoing product maintenance, provided that such changes do not materially impair the functionality of the product.

5. Component Availability and Obsolescence

The Supplier does not guarantee the long-term availability of individual components. If a component is discontinued by the manufacturer and the Supplier is informed accordingly, the Supplier shall promptly pass this information on to the Customer and, where possible, offer a last-time-buy in accordance with the manufacturer's conditions. The Supplier may replace discontinued components with technically equivalent alternatives, even if such replacement requires design changes. The Customer shall have no claim to the use of specific components. The Supplier shall not be liable for any damages or costs resulting from component discontinuation, non-availability, or replacement solutions. However, the Supplier undertakes to inform the Customer in a timely manner about known discontinuations and supply shortages.

6. Use of the Products

The customer is responsible for the use of the products and their combination with other items. The necessary caution must be applied and all instructions of the manufacturer must be followed.

The customer is obligated to pass on all information relevant for safety in suitable form.

7. Use of Work Results and Software

The customer may use work results, software, data carriers and documentations given to him within the limits of existing licence agreements. If there are no such agreements the customer and his client may only use them with the respective products but must not sell them by themselves, distribute, copy, expand or modify them.

8. Receiving inspection

The customer must inspect the merchandise immediately after receipt, especially identity, amount, shipping documents and externally visible damage. As soon as possible the customer will also inspect the products for further damage.

In case of damage, we must be notified in written form within eight days.

9. Defects

We vouch for our employing the necessary care and for our products possessing the assured properties. We are only liable for applicability as far as the customer informed us about the application of the product before contract conclusion.

If there are defective products we will exchange them, mend them or refund the purchase price. We will only assume liability for further claims for consequential damage if the customer has conducted a complete receiving inspection within four weeks of receipt or before further application of the product, whichever took place earlier.

10. Third Party Rights

We are careful not to infringe on intellectual property rights of any third party. If the customer is aware of any third party claims he will notify us immediately and give us the opportunity to ward off any unjustified claims.

We are entitled to make necessary alterations on our own cost in order to avoid property right claims of third parties.

11. Liabilities / warranty

The warranty period is 24 months from delivery.

The cost of sending goods to RFbeam for repair or replacement will be the responsibility of the customer. For claims covered by warranty, repair or replacement costs as well as return freight costs will be covered by RFbeam.

If no defects are found, a processing fee of CHF 300.00 and ensuing freight costs for the return of the goods will be charged to the customer. Any repairs or replacement not covered by warranty shall be paid by the customer, including any relevant freight costs. Before returning goods, RFbeam must be contacted in order to initiate the RMA process.

Claims for consequential damage as well as claims stemming from infringement of intellectual property rights are limited to twenty percent of the value of the defective batch. We cannot be held liable for lost profit, other financial damages, or contractual rights of third parties. Liability for gross negligence remains reserved.

Warranty and any guarantee claims shall become completely void if products are improperly handled, altered, or modified. This applies in particular if product markings, serial numbers, or certification labels are removed, damaged, or rendered illegible. In such cases, all product-related certifications shall no longer be considered valid or applicable.

12. Confidentiality

All facts from the customer's sphere of business will be held confidential and not passed on to third parties.

The customer is also obligated to keep confidential facts from our sphere of business secret.

13. Restrictions for the use of RFbeam products in military applications

- RFbeam sensors must not be used in active weapon systems - neither in ammunition nor in launching or firing systems (e.g. trajectory monitoring).
- RFbeam sensors must not be used in missile systems or unmanned aerial vehicles with a range exceeding 300km.
- RFbeam sensors must not be used for the design, development or production of biological, chemical or nuclear weapons.
- Furthermore, any use in a system intended to wilfully harm any living creature is prohibited (tasers, guillotines, torture devices).
- RFbeam sensors must not be exported to the following countries: Cuba, Syria, Iraq and North Korea, Iran, Russia.

14. Jurisdiction

This contract is subject to Swiss law. All legal norms of international law are excluded, especially the United Nations Convention on Contracts for the International Sale of Goods (CISG)

The locality of court is St. Gallen. We may also seek legal redress at a court in the domicile of the customer.

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