

General Terms and Conditions of Sale - Version 2014

1. General conditions

1.1. These Terms and Conditions (GTC) govern the contractual relationship between the customer and Intervalles Technologies AG regarding the goods and services offered by Intervalles Technologies AG regardless of the channel of distribution (including the online store).

1.2. Conditions contrary to or deviating from these General Conditions shall be valid if they have been recognized by Intervalles Technologies AG in writing in the individual case or before the conclusion of the contract (in accordance with section 3.4.).

1.3. The GTC are a prerequisite element of all contracts entered into by the customer with Intervalles Technologies AG. By signing the entry form for the registration prior to opening an account for the online store, the customer accepts that the CTC will also apply to all future contracts. The GTC are also accepted by the customer with his placing of an order. Any changes to the CTC will be disclosed to the customer in an appropriate manner. With the placement of the next order, the customer accepts the modified GTC.

2. Register as a customer / user account to shop online

2.1. Intervalles Technologies AG assumes no liability for damages caused by transmission errors, faulty connections, gaps or technical failures, outages or illegal interventions in the computer systems of the customer or third parties. The customer is solely responsible for its user account and for the protection of his user name and password. The damages caused by misuse of the user or operating errors are attributed to the customer.

2.2. Intervalles Technologies AG is entitled to terminate the user account for the online store and the registration as a customer without prior notice and without stating any reasons, if it appears that the access authorization was obtained by inserting false data in the registration form, if the information provided by Intervalles Technologies AG have been used improperly or if the functionality of the online store was impaired, as well as if there is another valid reason attributable to the customer.

2.3. Provided that the performance of current contractual relations is not compromised, the customer, has at any time the right to request in writing the cancellation of its registration as a customer or its user account for the online store. In this case, Intervalles Technologies AG will delete all user data and other stored personal data, as soon as they are no longer needed for the contract and do not have to be retained any longer according to the provisions of the law.

3. Offers / orders / product availability

3.1. The presentation of the products of Intervalles Technologies AG through catalogs, price lists and the online store is an invitation for the preparation of an offer and is not binding for Intervalles Technologies AG.

3.2. The order of a product (good or service) by the customer via a communication channel (online store, fax, email, telephone, mail) is binding for him.

3.3. A contract between the customer and Intervalles Technologies AG shall enter into force with the confirmation of the order by Intervalles Technologies AG. Intervalles Technologies AG reserves the right to refuse to process an order without stating a reason or to reduce the quantities ordered by the customer.

3.4. The technical data, including those concerning the connection of individual products with vehicles, as well as the description of the product in offers, brochures or other information are not binding, unless stated explicitly in the confirmation of the order, and do not represent the legal certainty of the described characteristics. Intervalles Technologies AG cannot be held responsible by the customer for any direct or indirect damages derived from such descriptions. It is the sole responsibility of the customer to determine the suitability of the product for its intended use by him or by his customer.

3.5. Intervalles Technologies AG does not assume any guarantee regarding the availability of products and reserves the right to fulfill the contract only if the ordered products are effectively available.

4. Delivery / transfer of risks

4.1. If a binding date of delivery has been agreed upon which cannot be met by Intervalles Technologies AG, the customer must contact Intervalles Technologies AG in writing, establishing an extension of the delivery date by at least 30 days. If this is extended delivery date is not met by Intervalles Technologies either, the customer is entitled to withdraw from the contract. The customer has no further rights for claims for damages.

4.2. If a binding date of delivery has been agreed upon which cannot be met by Intervalles Technologies AG for reasons not attributable to Intervalles Technologies AG, the customer has the right of withdrawal only if the date of delivery has been exceeded by more than six weeks. Causes not attributable to Intervalles Technologies AG include in particular delayed deliveries by suppliers of raw materials and all events beyond the control of

Intervals Technologies AG such as major force, war, warlike situations, riots, gross governmental deficiencies, excessive price increases of raw materials, transport fees, traffic disruptions or import, export and transit prohibitions.

4.3. In the absence of specific instructions from the customer, the choice of the place of shipment, the route and the means of transport are at the discretion of Intervals Technologies AG, without any guarantee that this choice is the most convenient, least expensive or fastest way to transport the goods.

4.4. The delivery takes place at the expense of the customer who assumes in particular the costs of packaging and any kind of taxes, duties, levies and the like. This also applies to partial deliveries that are not attributable to the customer.

4.5. For all deliveries the risk is transferred to the customer as soon as the goods are ready for shipment or are delivered to the carrier or to the person or company that picks up the goods. Intervals Technologies AG does not assume any responsibility for transport damages.

4.6. Intervals Technologies AG may refuse deliveries to the customer if there are any claims outstanding.

5. Obligation to purchase / cancellation of orders

5.1. The customer is obliged to accept the products supplied by Intervals Technologies AG. If the customer refuses to accept them, Intervals Technologies AG will evaluate whether to require the fulfillment of the contract or to withdraw from it with the reservation of the right to claim further compensation of damages.

5.2. Intervals Technologies AG does not take back any products except those that are returned within 30 days undamaged and in their original packaging. In no case products will be taken back that have been ordered, manufactured, processed or assembled specifically for the customer. For products that have been returned within 30 days of delivery, an administrative fee of 10% of the invoice price will be deducted from the amount to be credited.

6. Prices and terms of payment (delays)

6.1. Unless otherwise stated in an individual written agreement, the prices that were valid at the time of the conclusion of the contract according to section 3.3 will be applied. Intervals Technologies AG expressly reserves the right to adjust prices at any time.

6.2. Prices are net, excluding VAT. Transport costs, costs of delivery, charges for express shipping, disposal costs and other fees are charged extra.

6.3. Unless otherwise stated in an individual written agreement, all invoices must be paid within 30 days from the date of invoice (net) without any deductions.

6.4. In case of late payment in accordance with Section 6.3. the customer is charged, without any further information a default interest of 5% p.a. For each reminder, Intervals Technologies AG will bill an administration fee of CHF 20. – while reserving the right for further claims for compensation of damages. In addition, Intervals Technologies AG is entitled to terminate the contract immediately and without extension and to claim compensation for damages.

6.5. Compensation of claims of the customer towards Intervals Technologies AG with claims of Intervals Technologies AG towards the customer are not accepted. The customer is in no way released from his obligation to pay, even if he claims to have rights (eg. due to defective products) arising from the contract with Intervals Technologies AG.

7. Retention of title

7.1. Intervals Technologies AG is the owner of the goods supplied until it receives full payment of the goods.

7.2. In case of mixture and / or further processing of the products by the customer, there will be co-ownership of the new product. In the case of processing, the co-ownership will be based on the ratio of the gross invoice value of the products supplied and the value of the processed product. In case of mixture it will be based on the ratio of the products supplied and the gross invoice value of the other goods. However, Intervals Technologies AG is not bound in any way to adhere to these processes.

8. Warranty

8.1. The customer must check the status of the products immediately after having received them. If deficiencies are found, the customer must notify Intervals Technologies AG in writing, indicating account number and order number. If the customer fails to inform Intervals Technologies AG of such deficiencies, the purchased products or the performed work shall be considered approved, unless such deficiencies are not recognizable through a thorough review. If such defects arise subsequently, they have to be communicated within 5 working days after

detection to Intervaves Technologies AG, otherwise the product or the work is considered to be approved for this defect also.

8.2. Warranty claims can only be made within 24 months after the purchase of the product by the final customer.

8.3. If, during the warranty period, a defect is discovered that is covered by the warranty, the customer has the option of returning the product to Intervaves Technologies AG and get it repaired or replaced, using the postal system. The repaired or replaced product is sent back at the expense and risk of the customer.

If, during the warranty period a defect of the product is discovered and this product is covered by warranty, and has been manufactured, processed, repaired or maintained by Intervaves Technologies AG, the customer is entitled to have the defective product repaired or replaced. Intervaves Technologies AG may elect, at its discretion, between the two options the one which is best suited for the removal of the defect. If the defect has arisen as a result of poor performance of or inadequate service of Intervaves Technologies AG, the company may choose between improving the product supplied or reducing its costs. All other warranty claims are excluded.

8.5. The warranty is explicitly excluded in the event of defects due to normal wear and tear, lack of maintenance, inappropriate storage, use or processing, failure to comply with the regulations governing the operation, misuse, excessive stress such as uses in races etc., natural corrosion and other reasons, for which Intervaves Technologies AG is not liable. The warranty period expires immediately if the customer or a third party undertake to repair the defective product without the permission of Intervaves Technologies AG.

9. Responsibility

9.1. Intervaves Technologies AG shall be liable only for direct damages caused intentionally or by gross negligence. There is no liability for consequential damages caused by negligence. In particular, Intervaves Technologies AG is not liable for the costs incurred by the insertion or removal of components that are replaced or are to be replaced and for consequential damages of any kind related to the use of defective parts.

9.2. Intervaves Technologies AG has notified the customer that, following the use of non-original spare parts may void the warranty and liability claims against the manufacturer of the vehicle or other equipment. Intervaves Technologies AG is not liable for direct or indirect damages resulting from the use of non-original spare parts.

9.3. The responsibility for the auxiliary staff of Intervaves Technologies AG is – within the legal limits - explicitly excluded.

9.4. Customer payments in the online store of Intervaves Technologies AG take place in a protected area in which the data are transmitted in encrypted form. However, Intervaves Technologies AG is unable to guarantee the safety of the payment system and is not responsible for the security of data transmission or for damages resulting from any misuse of data.

10. Privacy Policy

10.1. The customer's personal data recorded by Intervaves Technologies AG in connection with the registration of the customer are saved and may be used for the processing of the contract and for other purposes such as marketing and statistical purposes.

10.2. The customer authorizes Intervaves Technologies AG in the context of the contract to use his personal data for marketing purposes such as communication with the customer (using SMS, e-mail or mail).

10.3. The customer can instruct Intervaves Technologies AG at any time that he no longer wishes to receive communications for marketing purposes.

11. Copyright

11.1. Intervaves Technologies AG reserves the rights of ownership and copyright of images, tools, drawings, calculations and other documents.

11.2. Customers are required to comply with the provisions of copyright and trademark and, in particular, not to improperly use trademarks and photographic material of Intervaves Technologies AG or its partners. Any illegal use by the customer is not authorized by Intervaves Technologies AG. Intervaves Technologies AG assumes no liability and reserves any rights of claims for compensation.

12. Final Provisions

12.1. Distribution partners and sales consultants of Intervaves Technologies AG are not permitted to act or grant guarantees on behalf of Intervaves Technologies AG. Such statements shall become binding only when they have been duly signed by Intervaves Technologies AG.

12.2. If any provision of these GTC and / or the contract is or becomes void, the other provisions of these GTC shall remain valid. Intervaves Technologies AG and the customer agree to find in such a case a regulatory regime which corresponds best to the meaning and purpose of the invalidated rule. Changes, additions and ancillary agreements to the GTC require a written statement.

12.3. Rights and obligations arising under the contract may be transmitted to third parties by the customer only with the written consent of Intervaves Technologies AG.

12.4. The legal relationship between the customer and Intervaves Technologies AG is subject to Swiss law, subject to the United Nations Convention on Contracts for the International Trade of Goods (CISG). Exclusive place of jurisdiction is Cham, although Intervaves Technologies AG expressly reserves the right to assert his rights before any other competent court.

12.5. Intervaves Technologies AG is authorized to amend these General Conditions at any time and is required to report changes in an appropriate form. The changes are approved by the customer with the next order through the online store or by fax, e-mail, mail or telephone.

12.6. These GTC shall enter into force on 1 October 2013.