

**Terms and Conditions of Octanis Instruments****A General / Scope**

1. Our Deliveries and Services shall occur exclusively on the basis of the conditions below. Their validity can only be completely or partially eliminated by written agreement for individual business transactions.
2. Our General Terms and Conditions shall be considered as accepted at the latest with the Customer's confirmation of a service agreement or with the placement of an order.

**B Service Agreement and Obligation to Deliver**

1. The Customer concludes a service contract with us upon signing our quotation, which shall be authoritative for scope, type and point in time of delivery of goods or services.
2. Quotations may be divided into several "Sprints", however only the temporally first sprint shall be authoritative. Subsequent sprints become binding only once the Customer has signed the quotation in which this sprint is listed first.
3. For hardware orders, we shall deliver the ordered goods, unless otherwise specified. Other services such as set-up, installation or additional adaptations required by the Customer shall not be included in the sales price.
4. Software produced as part of a service contract shall be delivered as a repository on <https://make.octanis.ch> in source code together with documentation.
5. Design files, software, production documents and other intellectual property shall remain, if not agreed differently in writing, property of Octanis Instruments.
6. We shall concede the Customer a temporally unlimited, exclusive and free right of use for any design files, software, production documents and other intellectual property produced as part of a service contract within the intended field of application by the Customer at the conclusion of the service contract.
7. The information contained in catalogues, newsletters, technical documents, descriptions, illustrations and similar shall only be approximately authoritative. It shall be binding only if it is expressly referred to in the supplier contract.

**C Cost Estimates**

1. Engineering hours and material budget estimates are best effort and non-binding. Customer will be notified if actual time or material budget spent is more than 20 % above estimate.
2. Actual budget spent is billable at the end of the sprint or completed service in CHF or EUR. The statutory value added tax shall be charged additionally to the respective amount where applicable.
3. Sprint work items can be aborted by Customer at any time by giving written notice.
4. Sprint work items already completed or begun will be invoiced in any case.

**D Delivery periods and deadlines**

1. Delivery periods and deadlines shall only apply approximately, unless they have been guaranteed by us in writing as a fixed deadline (e.g. "Sprint End Date").
2. If, upon conclusion of the service contract, all details of the execution of the order or other information to be provided by the Customer necessary to fulfill the service are not present, the fixed deadline shall be postponed without particular notification on our part.
3. The fixed deadline shall be postponed without particular notification on our part in case of a delayed advance payment the Customer has agreed to.
4. In the case of a delay in delivery for which we are to blame, we are to be granted an appropriate extension period. After the expiration of this period, the Customer can withdraw from the service contract insofar as any ordered goods have not been reported as ready for shipping or service items have not been delivered before the expiration of this period.
5. If the Customer suffers losses because of our delay, they are entitled to demand compensation. It shall amount to at most 0.5% for each full week, in total, however, no more than 5% of the total value of the quotation amount of a given service contract.
6. The originally agreed delivery period or fixed date shall be lifted if an amendment to the order occurs and in case of force majeure.
7. Hardware orders as well as replacements and repairs are subject to lead times by us or our suppliers. Lead time estimates of goods to be delivered by our suppliers are non-binding.
8. We shall select packaging, shipment method and shipment route at our discretion if there are no particular wishes of the Customer concerning this.

**E Additional Service Requests**

1. Requests for additional engineering services to be delivered during an ongoing sprint shall be communicated between both product owners in written form by email or by posting a new issue on the project management platform: <https://make.octanis.ch>.
2. The treatment and fulfillment of any Service Request, complete or incomplete, shall be billed at the engineering hourly rate specified in the quotation.
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**F In-House Support**

1. Requests for in-house support other than defined in the sprint document shall be made in written form by email or by posting a new issue on the project management platform: <https://make.octanis.ch>, and are treated like Additional Service Requests (see above).
2. If not otherwise defined, in-house support is exclusively provided during business hours (Monday – Friday, 9h – 12h and 14h-17h CEST), at standard rates, and is subject to availability of the competent engineer.
3. Transportation costs are re-invoiced to the Customer.
4. The Customer shall provide any required equipment for our engineers to carry out in-house support, except if said equipment is specific to an Octanis Instruments product, or if the equipment was specified to be provided by our engineer in the in-house support request and can be reasonably transported to the Customer's location.

**G Quality and Testing**

1. We shall ensure that the delivered goods have the contractually agreed characteristics and are complying with commercial practice and have no deficiencies which considerably reduce their value.
2. Physical or software prototypes (i.e. custom designs) developed within ongoing or previous sprints are subject to extensive testing before deployment to any third party. A testing protocol established by the Customer and/or Octanis Instruments shall be the basis to documenting and communicating test results.
3. Reasonable partial deliveries as well as deviations (max +/- 10%) of the order quantity are admissible, as far as this is reasonable for the Customer considering their interests.

**H Payment Conditions**

1. For the payment, the conditions named in our signed quotation shall apply. As far as nothing different is agreed, payments of the Customer shall occur within 10 days calculated from the invoicing date, generally at the end of a Sprint.
2. In the case of partial delivery or service completion, the price to the amount of the partial delivery shall be valid.
3. In the case of payments of all types, the valid settlement date shall be the day on which we have the amount at our disposal.
4. After the unused expiration of the payment period, default shall occur without a specific warning. The default interest shall amount to 1% per month.
5. All of our claims shall be immediately due, irrespective of the terms of the received and credited bills, if the payment conditions are not met or circumstances are known to us which reduce the creditworthiness of the Customer. We are then also entitled to implement further pending deliveries only with advance payment or to withdraw from the contract after a reasonable extension period. We can furthermore prohibit the resale and processing of the delivered goods and software and to demand their return at the cost of the Customer. The Customer shall now authorise us, in the named cases, to enter their company and to remove the delivered goods.
6. Payment shall always be calculated from the oldest invoice due.
7. All supplied goods shall remain our property (goods subject to reservation of title) until the fulfillment of all claims, in particular also the respective balance claims, which are conceded to us from the business relationship with the Customer. This shall also apply if payments are made towards specifically designated claims.

**J Claims and Complaints**

1. For hardware deliveries, the Customer shall carry out the inspection of the goods supplied.
2. Claims because of incomplete or incorrect delivery or notification because of recognisable deficiency are to be communicated to us immediately in writing, at the latest however within 2 weeks after receipt of the goods. Other deficiencies are to be communicated to us immediately in writing, however at the latest within 2 weeks after discovery and at the latest 6 months after receipt of the goods.
3. In the case of deficiencies of the object of delivery, we are entitled to eliminate the deficiency or to a replacement delivery within a period of 6 months according to our choice. In the case of elimination of deficiency, we are obligated to bear all expenses required for the purpose of the elimination of deficiency, in particular transport, work and material costs.
4. For the elimination of deficiency, the Customer is to grant us the required time and opportunity at our equitable discretion. Replaced parts shall be transferred into our property.
5. In case of incorrect or negligent treatment, unsuitable use, false handling, interference, repairs or attempted repairs by the Customer or non-authorised third parties, claims as described in section I.2. and I.3. shall no longer grant the elimination of deficiency by us.

**K Liability and Confidentiality**

1. In the case of custom-made goods according to information, designs or drawings of the Customer, they shall be liable if patents or other rights are breached by this.
2. We shall follow our duty of loyalty as per Swiss Code of Obligation Art. 398 II and will in particular maintain strictest confidentiality regarding the work carried out for the Customer.
3. Octanis Instruments will not use the Customer's name, logo and trademarks without prior written consent.

**L General Provisions**

1. Swiss Law shall apply exclusively for all legal relationships between Octanis Instruments and the Customer.
2. Should any of these conditions and the contractual conditions be or become ineffective, the validity of the remaining conditions shall remain unaffected. The ineffective conditions should be reinterpreted such that the legal and economic purpose intended by them is achieved. The corresponding shall apply if a loophole requiring supplementation is opened during implementation of the contract. The contractual parties are obliged to replace the ineffective conditions immediately by legally effective agreements and to close the loophole.