

General Terms and Conditions of NOX Systems AG, Vaduz

Status June 2022

1. Scope of application

The following General Terms and Conditions as well as the Terms and Conditions of Delivery and Payment (hereinafter referred to as GTC) shall apply to all orders concluded between a customer (consumers as well as commercial buyers) and NOX Systems AG, Vaduz, whether they have been concluded physically or online. The version of the GTC valid at the time of conclusion of the contract shall be authoritative. The GTC are accepted when the order is placed, unless they have been amended or supplemented by written agreements.

These GTC shall also apply to all future business relations, even if not expressly referred to.

2. Offers and conclusion of contract

Offers from NOX Systems AG, Vaduz represent a non-binding invitation to customers to order products. The offers are subject to change and non-binding. They are limited in time according to the respective specifications.

Purchase offers made by the customer by fax, e-mail, telephone or by filling in a corresponding form as well as by entering them on the Internet platform at www.noxsystems.com are legally binding. The purchase offer requires acceptance by NOX Systems AG for the valid conclusion of the contract.

When placing an order by entering it on the NOX Systems AG Internet platform, the customer submits a binding offer to conclude a purchase contract in accordance with the following individual steps: By clicking the "Order" button, the customer can place the respective goods in a virtual shopping basket and fill out a corresponding order form. This process is non-binding and does not constitute a contract offer. The order form shows which means of payment are accepted and whether any delivery restrictions may apply. Before the purchase offer is sent, the content of the order including the customer data is summarised on an overview page and can be corrected. By clicking on the "Buy" field, the customer submits a binding offer to NOX Systems AG to conclude a purchase contract. After the order has been placed on the Internet platform and checked by NOX Systems AG, the customer receives an order confirmation from NOX Systems AG. The contract is concluded with the order confirmation.

The customer agrees that the CE documents (e.g. EU declaration of conformity) shall be handed over in German or English.

3. Rights of withdrawal and cancellation

The statutory provisions shall apply. A consumer who has concluded the contract via the Internet platform may withdraw from the contract within 14 days of receipt of the goods without giving reasons. In such a case, the consumer must return the goods to NOX Systems AG immediately, at the latest, however, within 14 days of submission of the declaration of withdrawal.

4. Prices and terms of payment

Prices are quoted in Swiss francs net, ex works, payable within 30 days without deduction of any kind, unless other conditions have been expressly agreed.

If the customer does not comply with the terms of payment, NOX Systems AG reserves the right to charge interest on arrears of 5% p.a. from the due date of the invoice.

5. Shipping, postage, packaging

Shipment shall be at the expense and risk of the recipient; shipping costs and packaging shall be charged at cost price.

6. Delivery periods

NOX Systems AG shall always endeavour to meet the delivery deadlines stated by it verbally or in writing, even in the event of unforeseeable difficulties. However, no guarantee can be given for compliance with the stated delivery periods. Compliance with the delivery deadlines also presupposes that the customer fulfils his obligations, if any, such as, for example, notification of specifications, in due time.

7. Warranty, guarantee

NOX Systems AG grants a three-year warranty on its products in accordance with the following regulations. The warranty extends from the day of delivery to all defects occurring within the legal period (warranty period) and for a further year thereafter, which can be proven to have their cause in material defects or faulty manufacture. Any warranty and guarantee shall be excluded for improper use of the goods. The warranty and guarantee are limited primarily, at the discretion of NOX Systems AG, to replacement or repair of the defective products or components and secondarily to reimbursement of the invoice value of the products or components not replaced.

Any further warranty or guarantee, in particular for so-called consequential damage, is expressly excluded. NOX Systems AG accepts no liability for changes, repairs and interventions of any kind which are not carried out by employees of NOX Systems AG, Vaduz or by specialists designated by them. Any warranty claim shall be void as a result.

8. Limitation of liability, claims for damages

Claims for damages by the customer against NOX Systems AG are excluded. An exception to this are claims based on mandatory legal provisions, the exclusion of which is impossible.

Under no circumstances shall the customer be entitled to claims for compensation for damage that has not occurred to the delivered products themselves, such as loss of production, loss of use, loss of orders, loss of profit or other direct or indirect damage. These limitations do not apply to unlawful intent or gross negligence on the part of NOX Systems AG, but they do apply to unlawful intent or gross negligence on the part of auxiliary persons.

NOX Systems AG shall not be liable for damages caused by force majeure, riots, war or natural disasters or other events for which NOX Systems AG is not responsible (e.g. strikes, lock-outs, traffic disruptions) or technical disruptions (e.g. the EDP system) which are not culpably caused.

The above exclusions and limitations of liability shall also apply to the benefit of employees, vicarious agents or other third parties used by NOX Systems AG for the performance of the contract.

9. Complaints

Complaints must be made in writing within eight days of arrival of the goods, otherwise the delivery shall be deemed to have been approved.

Consignments with any transport damage shall be accepted with reservations and reported to the transport company concerned within the statutory period for the purpose of recording the facts.

10. Illustrations, weights, dimension tables

NOX Systems AG reserves the right to deviate from illustrations, weights, dimension tables and technical specifications if this proves to be expedient in the execution of the order.

11. Reservation of ownership

NOX Systems AG shall remain the owner of its delivered products until it has received payment in full in accordance with the contract.

12. Place of performance and jurisdiction

Unless otherwise agreed, Vaduz shall be the place of performance for delivery and payment. The establishment of the place of performance also establishes the right to bring an action in Liechtenstein.

All contracts and/or orders resulting therefrom shall be governed exclusively by Liechtenstein law, to the exclusion of the reference norms of international private law and other statutory provisions which would require the applicability of a different law.

For all disputes arising from or in connection with the purchase contracts or orders, the Princely District Court in Vaduz shall be designated by mutual agreement as the exclusively competent court.

13. Data protection declaration

The data protection declaration of NOX Systems AG shall apply.

14. Final clause

Amendments to these GTC or the data protection declaration must be made in writing. The customer shall be notified of any amendments in an appropriate manner. Should individual provisions of these GTC be or become ineffective, the remaining GTC content or its effectiveness shall remain unaffected.