

1. Object and applicability

- 1.1. Sacom AG (hereinafter referred to as Sacom) is active in the area of purchasing and sales and in the importation and distribution of goods of all kinds. The present Terms and Conditions of Business and the corresponding appendices shall conclusively govern the relationships between Sacom and its customers (hereinafter referred to as Partners) and shall apply to all orders placed by the Partner(s) of Sacom. Any agreements which deviate from these General Terms and Conditions of Business require the written form to be valid.
- 1.2. By placing an order, the Partner accepts the General Terms and Conditions of Business as an integral part of its agreement with Sacom. Any terms and conditions of the Partner shall only be valid if and to the extent that they were expressly accepted by Sacom in writing.

2. Sales territory

- 2.1. The Partner shall not be granted any exclusive distribution rights. Sacom is entitled to authorise additional partners at any time.

3. Products and prices

- 3.1. The "products" are any appliances, components and accessories including parts thereof, additional equipment and software offered and distributed by Sacom.
- 3.2. All prices are to be understood as stated in Swiss Francs ex Sacom warehouse. The costs for packaging, handling, transportation, insurance, other charges (e.g., VRG, SUISA, INOBAT, etc.) and the V.A.T. applicable at the time of invoicing will be billed separately.
- 3.3. The prices of products and incidental charges published by Sacom on its website at the time of receipt of the order shall be applicable. The correction of obvious errors and typing mistakes is reserved. In this case, the Partner cannot claim the supply of the products and ancillary services at the incorrect prices or any damages.
- 3.4. In the event that the manufacturer/supplier increases the prices after the Partner has ordered products from Sacom, Sacom shall be entitled to adjust the prices to the Partner accordingly provided that Sacom is obliged to procure the products ordered by the Partner from the manufacturer/supplier at the new prices.
- 3.5. Sacom is entitled to make at any time changes to the pricing, terms and conditions and to the range, even without prior notice.

4. Orders

- 4.1. Sacom takes orders by telephone, electronically or in writing.
- 4.2. All orders shall be binding for the Partner. Sacom shall be entitled to decline an order within 5 working days of it being placed.
- 4.3. Sacom may accept the order by delivery or by written confirmation of the order. Sacom shall communicate the expected date of delivery, among other things, in the order confirmation. The Partner shall undertake to carefully check the order confirmation.

5. Terms and conditions of delivery

- 5.1. The risk shall be transferred to the Partner upon the transfer of the goods to the freight forwarding agent, even if carriage-paid delivery or delivery in return for a flat-rate freight charge has been agreed.
- 5.2. The delivery dates specified by Sacom depend on the correct and punctual delivery on the part of the manufacturer/supplier and are therefore not guaranteed. Non-observance of a certain delivery date shall not entitle the Partner to refuse delivery. The Parties exclude any liability of Sacom for direct or indirect damages as a result of delayed delivery to the extent legally admissible.
- 5.3. Sacom shall endeavour to group and deliver several orders under the same customer number and under the same delivery address as a combined delivery. If the Partner requests individual delivery or direct delivery to the end customer, the additional expense (especially every individual delivery) will be invoiced.
- 5.4. If there is a corresponding agreement, goods can also be collected from the Sacom warehouse on presentation of an official identification document with a photograph. Collection must be made within 3 working days following confirmation of the order and/or notification; otherwise, the goods will be delivered for a charge. With collection, the risk is transferred to the Partner upon notification of availability for collection.
- 5.5. If delivery is delayed due to circumstances for which the Partner is responsible, the risk shall already be transferred to the Partner upon notification of readiness for dispatch. In the event of any delays in acceptance, the Partner shall also bear all associated costs, in particular storage costs.
- 5.6. In the event of any delivery disruptions as a result of circumstances which cannot be influenced by Sacom, such as strikes, lockouts, shortages of materials, transportation or operational lockouts at the manufacturer's or transportation problems, Sacom shall be entitled to cancel the order.
- 5.7. The Partner must examine the goods within 3 working days of receipt and immediately report any delivery defects in writing.

6. Guarantee

- 6.1. Responsibility for the selection, configuration, deployment and use of products as well as for the results thereby obtained shall be borne by the Partner and/or by the purchaser of the products, i.e., the end customer. The Partner shall note that Sacom does not carry out any goods-inward inspection of the products delivered by manufacturers or suppliers.
- 6.2. The guarantee of Sacom for the products supplied by it shall be determined by the guarantee provisions of each manufacturer/supplier in question. The Partner waives any additional guarantee claims against Sacom and the manufacturer/supplier. The only obligation on the part of Sacom shall consist in ceding any possible guarantee claims of its own against the manufacturer/supplier to the Partner.
- 6.3. Guarantees only apply for proper use. Guarantees are thus specifically excluded for defects due to inadequate maintenance, non-observance of operating and installation instructions, inappropriate use of the products, use of non-authorised parts and equipment, natural wear and tear, transportation, inappropriate use and

treatment, modifications or attempts of repair and external influences such as force majeure (e.g., power or air conditioning failure, natural hazards) or heat, moisture, shocks or other reasons for which neither Sacom nor the manufacturer/supplier are responsible.

- 6.4. If a defect to be remedied is not covered by the performance guarantee, all costs incurred during the inspection and remedying of the defects shall be borne by the Partner. For this, a minimum flat rate of CHF 84.— as well as carriage and any possible charges of the manufacturer/supplier will be invoiced. The same applies if the appliances sent in do not present any detectable defects. If appliances sent in for guarantee processing are evidently not covered by the performance guarantee, Sacom may return them at the expense of the sender and by invoicing the flat-rate mentioned above without carrying out any work.
- 6.5. The Partner shall note that on the basis of the individually applicable regulations of each manufacturer/supplier in question, the guarantee is generally limited – at their choice – to rectification or replacement of the defective/faulty products and is only applicable if the defects were reported in detail and in writing immediately after their discovery and during the guarantee period granted by the manufacturer/supplier. Any disruptions falling under the guarantee regulations do not entitle the Partner to withdraw from the purchase. Rescission is also excluded.
- 6.6. During periods of repair, improvements etc., there is no entitlement to replacement or compensation unless such was agreed in writing beforehand.

7. Software

- 7.1. The Terms and Conditions of Use concerning the software, manuals and other documents products provided by Sacom are subject to the special regulations of each software manufacturer specifically contained in the software licence agreement between the software manufacturer and the user/end customer.
- 7.2. In the event of re-sale or any other distribution of the software products, the Partner undertakes to transfer the obligations under the Terms and Conditions of Use and Guarantee of the software manufacturer to the purchaser in each case, together with the obligation of further commitment of each further purchaser.
- 7.3. The Partner shall ensure by appropriate organisational means that the software products are not illegally copied. The Partner undertakes to observe the corresponding instructions of the Manufacturer.

8. Return of products

- 8.1. The return of products by the Partner requires the prior consent of Sacom and shall be at the expense and risk of the Partner. The products must be returned in their original packing, together with a detailed description of the fault/defect and the receipt of purchase. For returns without a description of the defect, Sacom shall be entitled to carry out troubleshooting at the expense of the Partner (minimum charge one hour). Returns of products which were especially acquired for the Partner are always excluded.
- 8.2. Sacom reserves the right to return products with missing, defective or marked original packaging or products no longer in perfect condition to the Partner at the expense and risk of the latter.
- 8.3. For product returns without the prior consent of Sacom, the Partner is not entitled to reimbursement of the product value. If a product is returned with the consent of Sacom but not due to the fault of Sacom and in the event of any price

reductions in the meantime, the Partner shall be credited with the product value on the basis of the lower price.

- 8.4. In all cases, the procedures defined by Sacom and the manufacturer shall apply. The Partner must request a "Returns number" from Sacom prior to any returns.

9. Terms and conditions of payment

- 9.1. Complaints about invoices must be submitted to Sacom in writing within 15 calendar days of the invoice date. If no complaint is received in time, the invoice shall be deemed to have been accepted by the Partner.
- 9.2. All invoices from Sacom shall be due for payment to the bank account indicated according to the terms and conditions stipulated. After the period allowed, the Partner shall be in default without the need for a reminder. In this case, the Partner will owe Sacom interest of 8% on outstanding payments.
- 9.3. The Partner shall be obliged to pay invoices, irrespective of whether it is able to deliver the products to its end customer, invoice them and collect payment within the scope of re-sale.
- 9.4. In the event of default on payment by the Partner, all claims by Sacom including such stipulated as instalments are due for immediate payment. In the event of default on payment by the Partner, Sacom shall be entitled – without special notification – to cease all further deliveries to the Partner, either in part or in full, until its claims have been paid or their payment is secured. All consequences resulting from any such cessation of deliveries shall be exclusively at the expense of the Partner. The latter shall specifically bear the risk of loss/damage to the goods.
- 9.5. If the Partner fails to pay its debts or to secure their payment within a period of grace set by Sacom, Sacom shall be entitled to refuse all further deliveries to the Partner definitively and to assert claims for compensation for damages. Sacom shall also be entitled to proceed in accordance with the provisions of the Swiss Code of Obligations (OR).
- 9.6. Sacom is entitled to demand sufficient securities by the Partner at any time and without delay if Sacom harbours any doubts as to its liquidity/solvency such as, for instance, in the event of summons for payment or any other signs of payment difficulties of the Partner. The latter is obliged to notify Sacom without delay if shortfalls in liquidity are foreseeable. If the Partner fails to provide the corresponding securities without delay, Clause 9.3 above shall apply.
- 9.7. At the request of Sacom, the Partner shall assign its claims against end customers from the re-sale of the products delivered by Sacom in lieu of payment to Sacom (Art. 164ff. OR - *Swiss Code of Obligations*).
- 9.8. Cheques will only be accepted by Sacom following prior written agreement and subject to the proviso that all costs and charges shall be borne by the Partner.

10. Offsetting/Right of retention

- 10.1. The Partner is not entitled to offset any counterclaims against claims by Sacom.
- 10.2. All rights of retention of the Partner with respect to goods from Sacom are excluded in full.

11. Retention of title

- 11.1. Until complete payment of the purchase price, the products supplied by Sacom shall remain its property. Until this point in time, Sacom is entitled to register its retention of title in the competent Registry of Retention of Title (Art. 715 ZGB –

Swiss Civil Code). At the request of Sacom, the customer undertakes to give its written consent to the registration of the retention of title in all points relevant for the registration without delay.

- 11.2. As long as the purchase price has not been fully paid, the Partner shall be obliged to maintain the products supplied by Sacom, treat them with care and insure them against the usual risks.

12. Liability

- 12.1. Sacom shall only be liable for direct damage and only if the Partner proves that this damage has been caused through gross negligence or wilful intent on the part of Sacom or of third-party agents of Sacom. Liability shall be limited to the price of the respective delivery/service.
- 12.2. Any additional liability of Sacom, its agents or third-party agents is excluded for damages of any kind. In particular, the Partner shall under no circumstances be entitled to lodge claims for compensation of damages which were not caused to the product itself, namely loss of production, loss of use or data, loss of orders, lost profits and other indirect damage or incidental damage.

13. Patents and other proprietary rights

- 13.1. If a third party asserts or lodges claims against the Partner or its end-customers due to the breaching of a patent, copyright or other commercial proprietary rights by products delivered, the Partner must notify Sacom without delay and in writing of such references to breaches or claims asserted. Sacom shall immediately forward this information to the supplier or manufacturer and shall request the latter to resolve the situation. The Partner waives all guarantee or liability claims on Sacom in this respect.

14. Confidentiality

- 14.1. The Partner undertakes to treat prices, price lists and other confidential data and information (e.g., rebates, dealer margins, other benefits, etc.) as confidential and to only make use of such within the scope of the usual contractual relationship with Sacom. This obligation shall continue to apply without restriction and indefinitely even after the end of the contractual relationship between the Partner and Sacom.

15. Manufacturer's reporting, data protection

- 15.1. The Partner is aware that, within the scope of the periodic reporting by the manufacturer, Sacom processes customer-related data (e.g., sales prices and quantities, as well as names and addresses of the customers) and will – under certain circumstances – also forward such to manufacturers/suppliers also abroad.
- 15.2. The Partner shall hereby also give its consent to Sacom processing customer-related data for the purpose of verifying the creditworthiness of the Partner and also passing this on to the credit insurance company retained by Sacom

16. B2B shop / CSV file

- 16.1. Sacom collates the following data of a large number of product manufacturers: article master data, pricing, availability. Sacom structures and formats these data and makes them available to its partners in a CSV file updated on a daily basis.

- 16.2. Sacom carefully processes its data and makes every effort to keep them as current as possible. Sacom, however, gives no guarantees whatsoever and/or assurances as to the accuracy, completeness and usability of the data.
- 16.3. Sacom accepts no liability whatsoever in connection with the collation, forwarding and/or use of the data.
- 16.4. The data are the property of Sacom and may solely be used for the Partner's own requirements. Any abuse and unauthorised forwarding of data is prohibited.
- 16.5. The Partner shall be assigned a username and a password by Sacom for access to the shop. The password may only be used by staff members of the Partner. It is expressly prohibited to pass on or disclose the password to third parties.
- 16.6. The above statements shall also apply to all other electronic systems of Sacom by analogy

17. Assignment

- 17.1. Any rights and/or obligations from individual contracts (deliveries, services) may only be transferred by the Partner with the prior written consent of Sacom.

18. Termination of the contractual relationship

- 18.1. The contractual relationship may be terminated by Sacom or by the Partner at any time in writing, with due observance of a period of notice of 30 days.
- 18.2. Any orders with a delivery date subsequent to the lapse of the period of notice shall not be affected by the termination and shall remain valid.

19. Applicable law and place of jurisdiction

- 19.1. The individual contracts and the General Terms and Conditions of Business shall exclusively be governed by Swiss Law subject to the express exclusion of State Treaty standards, in particular the United Nations Vienna Convention on Contracts for the International Sale of Goods (CISG).
- 19.2. The place of jurisdiction for all disputes, arising directly or indirectly from the contractual relationship, shall be the competent courts of Biel, Canton of Berne. Sacom shall also be entitled to take legal action against the Partner at the regular place of jurisdiction.

20. Amendments

- 20.1. The present General Terms and Condition of Business may at any time be amended and replaced by new provisions by Sacom and shall be published by Sacom its website or communicated otherwise to the Partner. The amended General Terms and Conditions of Business shall apply to all orders placed by the Partner as from the time of their publication or communication.
- 20.2. The version of the General Terms and Conditions of Business valid in each case can be consulted on the Sacom website (www.sacom.ch). This supersedes all previous provisions.

21. Annex

- 21.1. The "Postage Arrangements" Annex constitutes an integral part of these General Terms and Conditions of Business. The version of the Annex valid in each case can be consulted on the Sacom website (www.sacom.ch). This shall supersede all previous versions

21.2. Repair service

1. service description

Sacom AG handles the entire repair process for home audio and home electronics.

Devices purchased from Sacom are covered by a 2-year manufacturer's warranty from the date of purchase.

As a specialist dealer, please check the device in question, complete the relevant online form in full and send it to the service center together with a copy of the proof of purchase and a detailed description of the fault.

For appliances purchased abroad that have an international manufacturer's warranty, the online form must also be completed and sent to the service center together with a purchase receipt with a clearly identifiable date of purchase.

2 Conclusion of contract

The contract is concluded as soon as the order has been placed by the partner and confirmed by us or the repair has begun. We reserve the right to refuse orders without giving reasons.

3 Prices and terms of payment

The prices are based on the respective order confirmation. Material costs, working time and other expenses are charged separately.

The prices for the services offered by us are based on the respective valid price list, which can be viewed on our website and is an integral part of these GTC. ([Service & Guarantee](#))

The terms of payment are based on point 9 of these GTC.

4. execution of the repair

Repairs are carried out with the utmost care and expertise. Specified time frames are non-binding, unless otherwise agreed in writing. Any necessary repairs will be carried out free of charge within the scope of the warranty.

5 Liability and warranty

We are only liable for damage caused by intent or gross negligence. The warranty period is 12 months from the date of repair.

The respective manufacturer's warranties apply to third-party parts used.

Liability for consequential damage is excluded

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1. Principle

Subject to our General Terms and Conditions of Business, and in particular of sections 4 and 5, the orders we receive before 16:00 hrs, will be prepared on the first subsequent working day and handed over to the freight forwarder in the evening.

All parcels will be dispatched with PostPac Economy. Additional services will be charged separately. (see Point 3. Tariffs)

2. End customer delivery

On request, deliveries can be made directly to the end customer. In this way, time and transportation costs are economised. Parcels will always be dispatched to end customers with the additional "against signature" service. (see Point 3. Tariffs)

3. Tariffs

In case of a net order value* over CHF 500.-, Sacom delivers free of transportation charges. The net order value* applies per order with the same delivery address and same delivery date.

Orders with a net order value* equal or under CHF 500.- will be charged with CHF 12.-.

For orders with a net order value* equal or under CHF 150.-, an additional transaction fee of CHF 10.- will be invoiced.

Special and additional services:

Delivery on the first subsequent working day

| | | |
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| (including PostPac Priority) | CHF | 7.- |
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| Post Express | CHF | 30.- |
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| Against signature | CHF | 2.- |
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| Fixed-time delivery (+/- 30 min) | CHF | 85.- |
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| Telephone advance notice | CHF | 10.- |
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| Parcel set assembly on client demand | CHF | 6.- |
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per set

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|-----------------|---------|
| Second delivery | at cost |
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| Insurance | at cost |
|-----------|---------|

* VAT, ARF, Suisa and other taxes not included.