

GENERAL SALES AND DELIVERY CONDITIONS VER. 1.1. Jan. 2021 of Telcona AG

The following conditions apply to all sales and deliveries to customers by Telcona AG (TCAG) unless TCAG submits different conditions in quotations or order confirmations or unless TCAG and the customer have agreed to special conditions in writing. The customer hereby expressly waives application of any "General Purchasing Conditions" of its own.

Quotations :

Quotations, which do not state a period of validity or a period for acceptance, are not binding. Quotations must be treated as confidential and may be made accessible only to persons actually concerned therewith.

Conclusion of contract:

The contract is deemed to be concluding when TCAG issues its written confirmation of the order. The order must contain a clear product definition or TCAG part numbers.

Performances:

The nature and extent of TCAG's performances are conclusively defined in the order confirmation. Performances, which are not included, must be agreed separately.

Prices:

Unless otherwise agreed, all prices are net, FCA and exclusive of any taxes. They do not include the Value Added Tax (VAT). All additional costs, such as taxes, including VAT, levies, duties, and fees for permits or certificates, shall be charged to the customer.

Payment Conditions:

Payments must be remitted to TCAG's registered office in Swiss Francs or the foreign currency agreed by both parties, without any deductions. The payment obligation is fulfilled, as soon as TCAG has free disposal of the sums in question. If no special payment conditions are agreed between TCAG and the customer, TCAG issues an invoice on the delivery date. The terms of payment is thirty (30) days of the date of invoice, if not otherwise stipulated. Arrears penalties are automatically applied upon expiry of the payment term, stipulated in above paragraph and the customer shall pay arrears interest of 6% p.a. from that date. The right to claim compensation for any further damages is expressly reserved. The payment terms must also be complied with the transportation, dispatch, acceptance, assembly or commissioning of the supplied products is delayed for reasons not attributable to TCAG.

Partial delivery:

The customer agrees to accept partial consignments if he can economically be expected to do so. The customer is always expected to accept partial consignments of mass produced components. The payment conditions set down in above paragraphs also apply to partial shipments.

Right of withdrawal:

TCAG has the right of withdrawal paragraph when performance in accordance with the contract is not possible because of force majeure.

Delivery terms :

The delivery term commences with the issue of the order confirmation. The delivery time shall be extended if: a) TCAG does not receive in good time any information required for the fulfilment of the contract, or if the customer subsequently amends that information, and in consequence is causing prolongation of the production process. b) Impediments occur which TCAG cannot avoid despite all due care. Such impediments are serious disruptions of operations, accidents, Labour disputes, delayed or inadequate supplies of essential raw materials semi-finished and finished product official restrictions, natural disasters and other cases of force majeure. c) The customer or third parties delay in carrying out work, which is to be performed by them, or in filling their contractual obligations. QCOM will endeavour to comply with the agreed delivery terms, considering them as guidelines. However, failure to comply therewith, does not entitle the customer to claim damages and/or withdraw from the contract.