6. Retention of title

6.1 The goods remain the property of UT99 until full payment of all debts from or to the related party (the project stated in the order). With the conclusion of contract the customer authorizes UT99 to make a corresponding entry at the cost of the customer in the declaration of title reserved according to article 4 of the provision of the Swiss Federal Court regarding the entry of the title reservations (SR 211.413.1).

6.2 Until transfer of the property the order of the delivery may be neither pledged, sold on or moved to other locations without the consent of UT99.

6.3 In the case of a change of domicile on the part of the customer, he/she is obliged to notify UT99 immediately.

6.4 The customer is obliged to hand over the delivery items and/or the product with all due care and to undertake all standard maintenance as well as maintenance specified by UT99 and/or by the manufacturer.

6.5 Before taking possession of the delivery item and/or the product, the customer is obliged to reasonably ensure the conformity of full payment with an accredited insurer against fire, natural hazards, mechanical breakdowns etc.

7. Warranty and liability

7.1 The customer is permitted the stipulated checking and consistent obligations. UT99 shall provide 12 months warranty for the functionality, contractual services and characteristics of the products if UT99 has planned, developed and commissioned the products. The warranty period starts with the delivery of the goods or services or at any agreed acceptance of the deliveries and services or if UT99 has also undertaken the assembly, at its option. If disassembly or assembly are delayed for reasons beyond UT99’s control, the guarantee period shall end at the latest 18 months after notification of readiness for delivery.

7.2 Excluded from the warranty are normal wear and tear and consequences of misuse on the part of the customer or third parties or defects which are caused by external circumstances. Warranty claims exist in any case only when the products delivered by UT99 have been installed and operated in accordance with UT99’s specifications. In such cases, no damage has been caused to the products during transportation.

7.3 In the case of used parts the warranty is excluded as far as legally permissible.

7.4 The warranty obligation or liability of UT99 is excluded in the case of defects caused by material or workmanship which are not supplied by UT99, the customer or a customer-specified included material.

7.5 UT99 is liable for parts for which it has delivered and the customer has installed only if defects were not discoverable during a normal check and the sold products were used correctly. The assembly and installation of the products must be carried out in a proper manner. Inasmuch as software is included in the order, UT99 shall grant the customer a non-exclusive, non-transferable and project-specific right to use the delivered software including its documentation.

7.6 If the product malfunctions during the warranty period and if the customer reports the defect correctly and promptly, apart from the claims in article 7.7 and with articles 7.5 UT99 will remedy the defect in full. If the defect is not defect-free, the contract may be terminated by the customer. UT99 is liable for parts which it has delivered and the customer has installed only if defects were not discoverable during a normal check and the sold products were used correctly. The assembly and installation of the products must be carried out in a proper manner. Inasmuch as software is included in the order, UT99 shall grant the customer a non-exclusive, non-transferable and project-specific right to use the delivered software including its documentation.

7.7 In the event of a violation UT99 may revoke the right of use. In the event of a violation UT99 may revoke the right of use. Any other claims of the customer are excluded.

7.8 The assignment of warranty claims is excluded.

7.9 UT99 excludes in full all and any liability, irrespective of the liability basis as well as compensation claims against UT99 and any assistants or ancillary assets as far as is legally permissible. UT99 accepts no liability for items or services delivered, project planning, installation, assembly, consultancy, maintenance, after or other services delivered third party or partner firms of UT99.

8. Sample parts

8.1 Any material sample required for the design, customization and commissioning of the object of the delivery or of the product as well as applicable standards must be made available to UT99 free of charge and freight. If the material is no longer required, return transport to the customer is at its own cost.

8.2 Software licence

8.2.1 As software is included in the order, UT99 shall grant the customer a non-exclusive, non-transferable and project-specific right to use the delivered software including its documentation. This licence applies exclusively for the personal use of the customer in conjunction with the delivered product and at the designated location. Use of the software for business purposes is prohibited by UT99 and is prohibited. Copies may be produced only for archiving and backup purposes. The customer may not reverse engineer, decompile, reverse engineer or otherwise process the software without prior written consent from UT99. In the event of a violation UT99 may revoke the right of use. The use of the software is regulated in a special licensing agreement between the customer and UT99.

9. Concluding provisions

9.1.1 If any term of these GTC is or becomes invalid, unlawful or unenforceable, this shall not affect the validity of the other provisions.

9.2 Substantive Swiss law excluding the conflict of laws and international law, in particular the UNCITRAL Convention is exclusively applied.

9.3 As far as legally permissible, the venue for any disputes arising out of or relating to these GTCs or arising out of the relationship between the customer and UT99, irrespective of their legal nature, is the registered office of UT99. UT99 also has the right to assert claims alternatively at the customer domicile or before any other authorized court.

11.1 The German version of these GTC takes priority in the event of a conflict with the version in another language.