

2. General conditions governing the sale and delivery of products

2.1 General

'Products' is understood to mean IT and telecommunications machinery, parts and accessories, hardware or software offered and sold by Cyber Network SA.

Cyber Network SA delivers to the Client the products specified in the delivery note. The type and quantity of products to be delivered are defined in the corresponding offer according to the document validated by the Client.

Unless otherwise agreed in writing, every order is deemed to be a separate sale contract.

2.2 Delivery of products

The Cyber Network SA offer or an order placed in any other form by the Client (mail, email, telephone, etc.) is decisive. The availability of products from the manufacturer or Swiss importer remains under reserve.

Without express confirmation to the contrary in writing, the delivery times communicated by Cyber Network SA are only indicative. Cyber Network SA will communicate its best estimate of such delivery, but with no guarantee. This is valid in particular, but not exclusively, in the event of a late delivery due to a supply problem with the Swiss importers. Cyber Network SA declines all responsibility in the event of a delay, but will use its best efforts to find appropriate replacement solutions.

Partial deliveries and deliveries in small quantities, less than the quantity ordered, are authorised.

2.3 Checking and acceptance of products

Subject to other special agreements, the date indicated on the delivery note is deemed to be the acceptance and execution date.

The Client is responsible for verifying immediately, and at the latest within 5 working days, the completeness and conformity of the delivery and to notify any faults detected without delay; following this period the delivery is deemed to have been accepted. Technical adaptations made by the manufacturer to the products remain expressly under reserve.

2.4 Price, price changes and payment conditions

Cyber Network SA expressly reserves the right to adapt its prices during subsequent modifications to the calculation base due to circumstances outside its control, in particular increases in manufacturer or publisher prices.

2.5 Non-payment

If the Client is given formal notice to pay, Cyber Network SA reserves the right to suspend all deliveries until all due debts are settled. If the Client fails to pay its debts within the additional period granted, Cyber Network SA is entitled to refuse definitively all new deliveries and to claim damages and interest.

2.6 Reservation of ownership

Cyber Network SA remains the exclusive owner of the products delivered under the terms of the contract until payment in full of its claims against the Client. The Client is therefore forbidden to alienate or encumber the products until the price has been paid in full.

2.7 Warranty

In the context of its main activity as an information technology retailer, the hardware warranty offered by Cyber Network SA on the products delivered is based essentially on the manufacturer's warranty. The Client renounces any legal claims under the warranty against Cyber Network SA.

The manufacturer's warranty comes into effect immediately on signature of the delivery note that accompanies the products ordered.

Under reserve of the conditions of the manufacturer's warranty, the warranty is limited in all cases to the repair or replacement of faulty products and is only valid for products found in Switzerland.

Entry into force on 1 April 2011