

# General Terms and Conditions of Business January 2024

## 1 Offer

1.1 Any offers that do not state a period during which they are valid shall be non-binding.

## 2 Conclusion of contract

2.1 A contract shall be deemed to have been concluded upon written confirmation by us or the order.

## 3 Extent of the supply

3.1 The extent of the supply and its execution shall be determined in accordance with our order confirmation. Material or services that are not stated therein shall be charged separately.

## 4 Technical documentation

4.1 Information contained in the technical documentation, such as technical data, masses, weights and the like, is only approximate. We reserve the right to depart from these specifications should this be appropriate during implementation.

4.2 We reserve the right of ownership and copyright over all technical documents. These may not be copied or reproduced or made available in any form to third parties, or used in order to complete the product or constituent parts. They may be used for maintenance and servicing.

4.3 Documents relating to offers that do not result in an order must be returned to us upon request.

## 5 Provisions applicable at the place of destination

5.1 The Buyer shall inform us of any statutory, administrative or other requirements which must be complied with during performance of the contract.

## 6 Price

6.1 Our prices are stated net ex works without VAT or packaging and must be paid in freely available Swiss francs without any deduction. All ancillary costs such as e.g. those relating to packaging, freight, insurance, export, transit, import or other permits or official authentication shall be borne by the Buyer. The Buyer shall likewise cover any taxes, levies, charges or customs duties.

6.2 If we have included the costs of packaging, freight, insurance and other ancillary costs in our offer or delivery price or stated them separately in the offer or order confirmation, we reserve the right to adjust our rates accordingly in the event of tariff changes.

6.3 The costs for the connection of our equipment and devices to the high current network are not included in our prices.

6.4 Our prices do not include any masonry, joinery, locksmith or painting work or any other work by tradesmen that we have not specifically accepted in our order confirmation.

6.5 We reserve the right to levy a charge to reflect changes in the prices of materials and salaries during the period falling between the offer and delivery. We shall likewise be entitled to make corresponding price adjustments in the event of variations in the exchange rate.

## 7 Payment terms

7.1 Payments shall be made by the Buyer without any deductions in relation *inter alia* to discounts, expenses, taxes or fees according to the terms and conditions stated in the order confirmation. The payment obligation shall be deemed to have been complied with by the provision to us of freely available Swiss francs in Switzerland. If partial supplies are invoiced, payment shall be made in accordance with the agreed payment terms for each individual supply.

7.2 The payment terms shall also be complied with in the event that transportation, delivery, assembly, commissioning or acceptance of the shipment is delayed or is not possible due to reasons beyond our control. It is not permitted to reduce or withhold payments on account of complaints, claims or counterclaims of the Buyer that have not been recognised by us. Payments shall also be made in the event that non-essential parts are missing, provided that it is not thereby impossible to use the item supplied, or in the event that reworking proves to be necessary.

7.3 In the event that the Buyer fails to comply with the agreed payment term, it shall without any requirement for a specific reminder pay default interest from the due date, which shall be determined in accordance with the prevailing interest rates at the domicile of the Buyer, in which regard a rate of at least 4 percent above the relevant base rate is agreed upon. The payment of default interest shall not alter the obligation to make payment according to contract.

## 8 Reservation of title

8.1 The material delivered by us shall remain our property until payment in full. The Buyer shall be obliged to cooperate in any action required in order to protect our ownership rights.

## 9 Delivery period

9.1 The delivery period shall start once the contract has been concluded, all administrative formalities such as import permits and payment authorisations have been obtained, any payments required at the time of the order have been made, any guarantees have been provided and the essential technical points have been clarified. It shall be deemed to have been complied with if [manufacture of] the supply has been completed at our plant prior to expiry.

9.2 The delivery period shall be extended by a reasonable duration:

a) if we do not receive in a timely manner the information required in order to complete the order or if it is altered by the Buyer at a later stage, thereby causing delayed delivery;

b) if impediments arise that, despite exercising all due care, we are unable to avoid, including for example epidemics, mobilisation, war, civil insurrection, strikes, blockades and lockouts, significant operational disruptions, accidents, labour disputes, late or defective delivery of the necessary components, administrative or other measures of any kind, hindrances to transportation or natural disasters;

c) if the Buyer is late in completing the work to be carried out by it or has defaulted on its contractual duties, and specifically if it fails to comply with the payment terms.

9.3 Liquidated damages shall only be owed for delayed supply if specifically agreed upon in writing. They may only be claimed if we were demonstrably at fault for the delay and only insofar as the Buyer is able to demonstrate any loss caused to it by the delay. If the Buyer receives a replacement delivery, the entitlement to liquidated damages shall lapse.

9.4 Any liquidated damages shall not exceed ¼ percent for each week of delay, and in total no more than 5 percent, of the sale price *ex works* of the part of the supply that is delayed (i.e. excluding any costs for packaging, customs duty, fees of any kind, assembly etc.). In situations involving delivery periods in excess of 6 months, the Buyer shall have no entitlement to liquidated damages for the first two weeks of the delay.

9.5 In the event of late delivery, the Buyer shall not be entitled to claim damages or to withdraw from the contract.

## 10 Examination and acceptance of the delivery

10.1 Deliveries shall be examined prior to shipment at our own cost in accordance with our testing specifications. Any additional trials must be agreed upon specifically upon conclusion of the contract and shall be paid for by the Buyer.

10.2 The Buyer shall examine the delivery within a reasonable time and give prompt written notice to us of any defects for which we are liable under the terms of our contractual obligations. Should it fail to do so, the characteristics that would have been determined through these examinations shall be deemed to be present.

10.4 If during an examination referred to above the delivery proves not to be compliant with the contract, the Buyer shall promptly provide us with the opportunity to rectify the deficiency.

10.5 The Buyer shall have no further rights in relation to defective delivery, in particular to claim damages or withdraw from the contract.

## 11 Transfer of benefit and risk

11.1 Benefit and risk shall transfer at the latest upon departure of the supply from the plant for the Buyer, irrespective of whether shipment is to be made carriage paid, CIF, FOB, according similar arrangements or including assembly or if transportation is organised and conducted by us. If shipment is delayed or rendered impossible due to reasons beyond our control, the supply shall be stored on the account of and at the risk of the Buyer.

## 12 Transport and insurance

12.1 Special requests relating to shipment and insurance must be notified to us in good time. Transport shall occur on the account of and at the risk of the Buyer. Any complaints relating to transport shall be submitted by the Buyer immediately to the last freight forwarder upon receipt of the supply or of the shipping documents.

12.2 Insurance against damage of any type shall be a matter for the Buyer. Even if it is to be secured by us, it shall be deemed to have been concluded on behalf of, on the account of and at the risk of the Buyer.

## 13 Assembly

13.1 If we also undertake to carry out assembly work, our General Terms and Conditions of Assembly shall also apply.

## 14 Guaranty

14.1 During the guarantee period, upon written request by the Buyer we undertake at our choice to rectify or replace as quickly as possible all parts of our shipment that are demonstrably defective or unusable owing to deficient material, defective construction or poor workmanship. Ownership of replaced parts shall lie with us.

14.2 We shall only bear the costs arising in relation to the repair or replacement of defective parts in our own workshops. If the defective parts cannot be repaired or replaced in our own workshops due to reasons beyond our control, all resulting additional costs shall be borne by the Buyer.

14.3 The Buyer shall have no further rights in relation to defective delivery, in particular to claim damages or withdraw from the contract.

14.4 The guarantee period amounts to 12 months or, in cases involving around-the-clock operation, 6 months. It shall start at the time the goods are ready for dispatch or upon completion of assembly, if we have undertaken to arrange it.

If dispatch, assembly or commissioning is delayed due to reasons beyond our control, the guarantee period shall expire at the latest 18 months after the goods were ready for dispatch.

14.5 A new guarantee period shall commence for replaced parts, which shall end at the latest 24 months after the start of the guarantee period for the principal supply or, if shipment, assembly or commissioning was delayed due to reasons beyond our control, at the latest 30 months after the principal supply was ready for dispatch.

14.6 The guarantee shall not apply to damage resulting from natural wear and tear, defective maintenance, the failure to comply with operating instructions, incorrect operation, excessive use, inappropriate equipment, chemical or electrolytic influences, arenaceous, encrusted or polluted water, corrosion, erosion, cavitation and the like, defective foundation, construction and assembly work not carried out by us or other reasons beyond our control.

14.7 The guarantee shall expire in the event that the Buyer or a third party carries out alterations or repairs to the item supplied without our consent or if the Buyer fails to take appropriate action promptly in order to avoid greater damage and to enable us to rectify the fault.

14.8 In the event that the Buyer fails to exercise claims under the guarantee in writing prior to expiry of the guarantee period, we shall be released from our obligations thereunder.

14.9 We only provide a warranty in respect of third party supplies in line with the guarantee obligations of the sub-supplier.

## 15 Liability

15.1 We shall effect the supply according to contract and shall comply with our guarantee duty. Any further liability towards the Buyer for any damage is excluded.

15.2 Specifically, the Buyer shall not be entitled to claim compensation for losses other than damage to the goods supplied such as claims relating to production stoppage or the inability to use the goods, loss of profit, loss of orders or any other pure financial loss

## 16 Place of performance and jurisdiction

16.1 The place of performance and jurisdiction for the Buyer and for us is Altdorf. However, we shall be entitled to take action against the Buyer at its domicile.

## 17 Applicable law

17.1 The legal relationship shall be governed by Swiss law.

## 18 Validity

18.1 These General Terms and Conditions of Sale and Supply shall apply in respect of all matters that are not regulated otherwise between the parties in writing. Any general or specific terms and conditions of the Buyer that conflict with our General Terms and Conditions shall only apply if and insofar as we have expressly stated our consent to them in writing.