

## 1 Conclusion of Contract

1.1 A contract is concluded only upon the Provider's written order confirmation. Offers without an acceptance deadline are non-binding.

1.2 These Terms apply if declared as binding in the offer or order confirmation. Any Customer terms apply only if expressly accepted in writing by the Provider.

1.3 All agreements and legally relevant declarations must be made in writing to be valid. Text form is sufficient only if expressly agreed.

## 2 Scope of Deliveries and Services

2.1 The scope of deliveries and services is defined exclusively in the Provider's written order confirmation, including its annexes.

2.2 The Provider may implement improvements or changes, provided they are reasonable and do not increase the price.

2.3 Partial deliveries are permitted where reasonable for the Customer.

## 3 Plans, Brochures and Technical Documentation

3.1 Brochures and catalogues are non-binding unless expressly agreed otherwise in writing.

3.2 Technical specifications are binding only if expressly warranted.

3.3 All rights to drawings, plans and technical documentation remain with the submitting party. The receiving party may not reproduce them or disclose them to third parties without prior written consent.

## 4 Prices

4.1 All prices are net, ex works (EXW Incoterms 2020), plus statutory VAT unless agreed otherwise.

4.2 Ancillary costs such as freight, insurance, export, transit and import permits, duties, taxes and administrative fees are borne by the Customer.

4.3 Any disbursements by the Provider or its agents shall be reimbursed against evidence.

## 5 Price Adjustments

5.1 The Provider may adjust prices if material, energy or labour costs change significantly between offer and performance.

5.2 Delivery periods may be adjusted if extended for reasons pursuant to Section 8.

5.3 Price adjustments are permissible where the scope or type of services changes or where statutory provisions change.

5.4 If performance is based on incomplete or subsequently corrected Customer documents, additional costs incurred shall be remunerated.

## 6 Terms of Payment

6.1 Invoices are due as agreed and without deduction; absent specific terms, payment is due within 10 days net from invoice date.

6.2 Default standard: Products 100% within 30 days net; tools/fixtures/equipment 50% on order (10 days), 50% on completion (30 days).

6.3 In case of late payment, the Provider may charge default interest of 5% p.a., reasonable reminder fees, and extend delivery periods accordingly.

6.4 The Customer may exercise rights of retention or set-off only with undisputed or finally adjudicated claims.

6.5 In the event of late payment, the Provider is entitled to withhold any outstanding deliveries or services until full payment has been made and to perform further services only against advance payment.

6.6 If the delay in payment continues for more than 30 days after a written reminder, the Provider shall be entitled to withdraw from the contract and claim damages.

## 7 Retention of Title

7.1 Goods remain the property of the Provider until payment in full.

7.2 The Customer shall cooperate with necessary measures (e.g., register entries) at its own expense.

7.3 The Customer shall insure the goods against customary risks.

## 8 Delivery Periods

8.1 The delivery period begins after contract conclusion, completion of official formalities and receipt of agreed payments or securities.

8.2 Delivery periods are extended where information is late, subsequent changes occur, or in cases of force majeure.

8.3 If the Customer delays cooperation or payment, periods are extended accordingly.

8.4 If dispatch is postponed at the Customer's request, risk passes upon notice of readiness for dispatch; storage costs are borne by the Customer.

## 9 Inspection and Acceptance

9.1 The Customer shall inspect deliveries/services without delay and notify defects in writing; otherwise, they are deemed accepted.

9.2 Hidden defects must be notified in writing immediately upon discovery.

9.3 The Provider must be given the opportunity to remedy or replace before further claims are asserted.

## 10 Warranty and Defect Rights

10.1 The warranty period is 12 months from delivery; if dispatch is delayed without the Provider's fault, it ends 18 months after notification of readiness for dispatch.

10.2 For replaced or repaired parts, the warranty period is 6 months, but not beyond twice the original period.

10.3 The Provider remedies defects at its discretion by repair or replacement; only expressly warranted characteristics shall be deemed guaranteed.

10.4 The Provider bears reasonable costs of remedy; dismantling, installation and transport costs are borne by the Customer unless agreed otherwise.

10.5 Wear and tear, improper handling, failure to follow instructions and third-party interventions are excluded.

## 11 Liability

11.1 The Provider is liable for direct damage only in cases of intent or gross negligence.

11.2 Liability for indirect or consequential losses, loss of profit or data loss is excluded to the extent permitted by law.

11.3 Liability is limited to the contract value unless mandatory law provides otherwise.

## 12 Force Majeure

12.1 Force majeure refers to events beyond the reasonable control of the Provider that prevent or substantially hinder the performance of contractual obligations. This includes, in particular, natural disasters, war, terrorist attacks, civil unrest, epidemics, pandemics, governmental actions, labour disputes, failures of power, telecommunications or data networks, as well as other unforeseeable and unavoidable events.

12.2 In the event of force majeure, the contractual obligations of the affected party shall be suspended for the duration of the disruption, and agreed deadlines shall be reasonably extended.

12.3 If the disruption lasts longer than 90 days, either party shall be entitled to withdraw from the contract in whole or in part. Services already rendered shall be settled in accordance with statutory provisions.

## 13 Data Protection and Confidentiality

13.1 The Provider treats all data obtained in the course of the business relationship confidentially and uses them solely for contract performance.

13.2 The Provider implements appropriate technical and organisational measures to protect against unauthorised access.

13.3 Both parties shall keep business and trade secrets confidential beyond termination of the contract.

13.4 Data processing is carried out in accordance with the Swiss Data Protection Act (CH-DSG) and, where applicable, the EU General Data Protection Regulation (GDPR).

13.5 The Provider may share personal data with appointed service providers and business partners to the extent necessary for contract performance.

13.6 Transfers to countries outside Switzerland or the EEA shall only take place if an adequate level of data protection is ensured.

13.7 Data subjects have the right, within the limits of the law, to request access, rectification, erasure and to object to the processing of their personal data.

## 14 Intellectual Property

14.1 All rights to delivered goods, services and related documentation remain with the Provider.

14.2 The Customer is granted a non-transferable, non-exclusive right of use for the agreed purpose.

14.3 Any use beyond the contractual purpose requires the Provider's prior written consent.

14.4 Upon termination of the contract, all usage rights granted to the Customer shall expire unless expressly agreed otherwise in writing.

## 15 Term and Termination

15.1 Unless otherwise agreed, contracts are concluded for an indefinite period.

15.2 Either party may terminate with three months' written notice.

15.3 The right to immediate termination for cause remains unaffected.

## 16 Place of Jurisdiction and Applicable Law

16.1 Swiss law applies exclusively, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

16.2 The place of jurisdiction is the Provider's registered office.

16.3 The Provider may also bring action at the Customer's place of business.

## 17 Final Provisions

17.1 Amendments and additions to these GTC must be in writing.

17.2 Should any provision be invalid, it will be replaced by a permissible provision that best reflects the intended economic purpose.

17.3 Language: In case of discrepancies, the German version shall prevail.

NOTE: In case of discrepancies between the English and German versions, the German version shall prevail.