

### 1 Scope

- 1.1 Our goods, services and offers are provided exclusively on the basis of the present General Terms and Conditions of Sale. These also apply to all future transactions, even if they are not expressly agreed once again. Terms and conditions of business or purchase of the buyer do not constitute integral contractual parts, even if the Buyer has made reference to these at the time of the acceptance of the agreement and/or has made their recognition a precondition.
- 1.2 All amendments and deviations from our delivery conditions are binding only if they have been agreed in writing.

### 2 Offer and contractual conclusion

- 2.1 Offers shall be drawn up on the basis of the documents and information made available by the Buyer. The Buyer shall be responsible for ensuring that his information is correct and that the order is accurate. The Buyer shall also be responsible for ensuring that we have been provided with all necessary information about the ordered goods in good time, in order to enable the order to be executed punctually. All drawings, images, performance, weight and dimension specifications contained in the offer are only approximate and non-binding, unless these have been expressly designated as being binding. Unless the offer states otherwise, the binding period shall be 4 weeks from the date of the offer. A contract shall be established only through our written confirmation of the order or the declaration of acceptance of the Buyer. In respect of the scope of the reciprocal rights and obligations, our order confirmation shall be authoritative.
- 2.2 If technical problems arise in respect of the rendering of performances after the order has been confirmed, then we shall be entitled to revoke the order at any time. All liability for resulting damage suffered by the Buyer is expressly excluded.
- 2.3 Ownership and copyright for all plans, drawings, images, descriptions, calculations and other documents are held exclusively by us. These documents may not be forwarded or otherwise made available to any third party. They must automatically be returned to us if the offer is not accepted. Our employees are not entitled to reach oral collateral agreements or to provide oral undertakings that extend beyond the content of the written agreement.

### 3 Prices and terms and conditions of payment

- 3.1 The prices are net ex works (EXW, Incoterms 2010), in the currency specified in the order confirmation, excluding value added tax, levies, customs, transport, packaging and insurance. Our invoices are payable net by the due date. In the event of incomplete payments, an administrative fee shall be retrospectively imposed.
- 3.2 If the Buyer does not adhere to the agreed payment deadlines, then he shall automatically be deemed to have defaulted effective from the due date. If the buyer falls into arrears with the payment of performances or a payment on account, then we shall be entitled to suspend further performances. In the event of a payment default, we can charge default interest of 10% as well as all costs incurred by us prior to legal proceedings, such as in particular lawyers' fees charged by collection agencies, as well as our own expenses. Counterclaims of the Buyer may be offset only with our written consent. The invoices shall remain payable, even if the Buyer asserts a defect.

### 4 Delivery period and delivery delays

- 4.1 The delivery period is set out in our written order confirmation. Adherence thereto shall be conditional upon all commercial and technical questions being clarified between the contracting Parties, and shall be conditional upon the Buyer fulfilling all of the obligations that are incumbent upon him, such as e.g. furnishing the necessary official certifications or permits, providing the agreed down-payment or any possible documentary credits or sureties.
- 4.2 Adherence to the delivery period is subject to correct and timely delivery from our own suppliers. In the event of delays, the Buyer shall be obliged to grant us a reasonable period of grace for subsequent fulfillment. The delivery period shall be deemed to have been adhered to if the object of the delivery has left our works or if consignment readiness has been reported by the end of the delivery period. Insofar as an acceptance needs to be performed, the acceptance date or report of acceptance readiness shall be authoritative.
- 4.3 If the consignment or acceptance of the object of the delivery is delayed for reasons for which the Buyer is responsible, then the costs and expenses incurred through the delay shall be charged to him with effect from the report of dispatch or acceptance readiness.
- 4.4 We cannot be held liable for delivery and service delays brought about by force majeure and due to events that significantly hinder or prevent us from making the delivery, even if they occur at our suppliers or their sub-suppliers, and even if deadlines and dates were bindingly agreed. These shall entitle us to postpone the delivery or service by the duration of the hindrance plus a reasonable start-up period, or to withdraw from the agreement wholly or in part in respect of the part that has not yet been fulfilled.
- 4.5 Force majeure is an extraordinary, unforeseeable and unavoidable event (e.g. natural catastrophes, war, acts of terrorism, revolution, kidnapping and fire), whose consequences cannot be averted by economically reasonable precautions. This also includes official measures and acts of government, insofar as these were not foreseeable or were not caused or partially caused by an action or omission committed by us. Natural events that occur at periodic intervals do not constitute instances of force majeure.
- 4.6 If the hindrance pursuant to Fig. 4.5 lasts longer than three months, then the Buyer shall be entitled, after having granted a reasonable period of grace, to withdraw from the part of the agreement that has not yet been fulfilled. If the delivery period is extended, or if we are released from our obligation, then the Buyer cannot derive any claims from compensation from this.
- 4.7 We are entitled to make partial deliveries and partial performances at any time. The Buyer accepts the standard industry excess or under delivery of 10% of the ordered volume. The effectively delivered volume will be invoiced.

### 5 Transfer of risk

- 5.1 The risk shall be transferred to the Buyer as soon as the consignment has been handed over to the person who is performing the transportation, or has left our warehouse for the purpose of consignment, even if partial deliveries are performed or we have also accepted other performances, e.g. the consignment costs or delivery and erection. Insofar as an acceptance needs to be conducted, this shall determine the transfer of risk. This must be performed without delay on the acceptance date or once acceptance readiness has been reported. The Buyer may not refuse the acceptance in the event of a defect that is not significant.
- 5.2 If the consignment is delayed or not performed, or if the acceptance cannot be completed for reasons for which we cannot be held responsible, then the risk shall be transferred to the Buyer on the day that the dispatch or acceptance readiness is reported. We undertake at the expense of the Buyer to take out the insurance policies he demands.

### 6 Reservation of title

- 6.1 We shall reserve the title to all items delivered to the Buyer until the purchase price claims have been fulfilled (goods subject to reservation of title). The goods that are subject to reservation of title must be labeled accordingly.
- 6.2 Upon establishment of the Agreement the Buyer authorizes us to record the reservation of title pertaining to the aforementioned items in the official registers in accordance with the respective national statutory provisions, and to fulfill all associated formalities. The Buyer shall take all measures

that are required to protect our property.

- 6.3 In the event of the Buyer being in breach of contract, in particular in the event of payment default, we shall be entitled after issuing a formal reminder to take back the goods that are subject to reservation of title and to demand that the Buyer surrenders these. In the event of a petition to initiate insolvency proceedings, we shall be entitled to withdraw from the agreement and to demand the immediate surrender of the goods that are subject to reservation of title. Rights of retention to these shall be excluded.

## 7 Warranty

- 7.1 The Buyer must check the delivered goods and services within seven working days after receipt of the delivery. If no defects are the subject of a written complaint during this period, then the goods or services shall be deemed to be complete, flawless and approved in terms of obvious defects, identity and quantity. The warranty period for all goods and services is 12 months, starting from the transfer of risk of the respective product or the acceptance of the respective service. In respect of material and legal defects within the agreed warranty period, we shall provide the following warranty, subject to the exclusion of further claims:

### 7.2 Material defects

- 7.2.1 All parts shall at our own discretion be rectified or delivered anew that are shown to be defective as the result of a circumstance that existed before the transfer of risk. Ascertainment of such defects must be reported in writing without delay. Replaced parts shall become our property.
- 7.2.2 The Buyer must provide us with the necessary time and opportunity to perform all subsequent rectifications and replacement deliveries that we consider necessary, or we shall otherwise be released from liability for the resulting consequences. Only in urgent cases of risk to operating safety or in order to avert disproportionately extensive damage shall the Buyer be entitled to rectify the defect himself or to cause this to be rectified by a third party and to demand that we reimburse the necessary expenses incurred in this conjunction. This shall however be conditional upon our being informed thereof immediately.
- 7.2.3 We shall cover the cost of the replacement component, including consignment, resulting from the rectification or replacement delivery, insofar as the complaint is shown to be justified. Within the context of the statutory provisions, the Buyer shall be entitled to withdraw from the agreement if we taking account of the statutory exemptions cause a reasonable deadline that is imposed upon us for the rectification or replacement delivery on the grounds of a material defect to pass without being used. If the defect is only insignificant, then the Buyer shall be entitled merely to demand a reduction of the contractual price. The right to reduce the contractual price shall otherwise remain excluded.
- 7.2.4 Warranty claims of the Buyer are excluded in the following cases: Unsuitable or improper use, incorrect assembly or commissioning by the Buyer or a third party, natural wear, incorrect or negligent treatment, improper maintenance, unsuitable fuel, chemical, electrochemical, electrical or environmental influences, provided that we are not responsible for these.
- 7.2.5 If the Buyer or a third party rectifies the object of the delivery, or if modifications are performed without our consent, then we shall not be liable for the resulting consequences.

### 7.3 Legal defects

- 7.3.1 If the utilization of the object of the delivery leads to the breach of domestic commercial proprietary rights or copyrights, then we shall at our own expense essentially procure for the Buyer the right to continue using the object in question, or shall modify the object of the delivery in such a manner that the breach of the proprietary right no longer exists. If this is not possible under reasonable economic conditions or within a reasonable deadline, then the Buyer shall be entitled to withdraw from the agreement. Under the specified preconditions, we shall also be entitled to withdraw from the agreement. The aforementioned obligations shall however exist only if the Buyer informs us without delay about the asserted proprietary or copyright breaches, and to a reasonable extent supports our defense of the asserted claims, or facilitates the realization of modifications, while at the same time all defense measures including out-of-court settlements are reserved for us. The legal defect may not result from an instruction issued by the Buyer, from the construction documents specified by him, or from any other specifications made by the Buyer. The legal breach may not result from the fact that the Buyer modified the object of the delivery on his own authority, or used this in a non-contractual manner. Warranty claims against us may be brought only by the direct Buyer, and cannot be assigned.
- 7.3.2 The above provisions definitively govern all claims for our goods or services. Further warranty claims, in particular also including claims for principal consequential damages, are excluded.

## 8 Liability

- 8.1 If the object of the delivery cannot be used in the intended contractual manner through our own fault due to omitted or faulty execution of suggestions and consultation conducted before or after the signing of the agreement, or due to a breach of other ancillary obligations, in particular operating instructions and maintenance instructions for the object of the delivery, then subject to the exclusion of further claims of the Buyer brought both against us as well as against our vicarious agents or assistants, the provisions pursuant to Fig. 7 of these Terms and Conditions of Sale shall be applicable.
- 8.2 We shall be liable for damage that was caused not to the object of the delivery itself on whatever legal grounds whatsoever only in the event of willful intent, gross negligence by our managing officers or senior employees, in the event of defects that we maliciously concealed or whose absence we guaranteed, as well as in the event of defects in the object of the delivery, insofar as liability exists under the Product Liability Act in respect of personal injuries or material damage to privately utilized items. In the event of a culpable violation of essential contractual obligations, we shall be liable only for the contractually typical, reasonably foreseeable damage. Further claims are excluded. This also includes in particular to claims brought on the grounds of consequential defect damage.

## 9 Export

The Buyer is responsible for adhering to all relevant Swiss and non-domestic export regulations.

## 10 Working documents

Documents, additional resources, tools and test programs as well as IT data that are created by us for production purposes on the basis of drawings or electronic data of the Buyer and are not invoiced to the Buyer constitute production tools and are our property.

## 11 Final provisions

- 11.1 If a provision of these Terms and Conditions of Sale is or becomes ineffective, this shall not affect the effectiveness of the remaining provisions. The ineffective provision must be replaced by an arrangement that approximates as closely as possible to the economic purpose of the invalid provisions.

# General Terms and Conditions of Sale

SCHURTER Solutions

[www.schurter.com/agb](http://www.schurter.com/agb)

11.2 These Terms and Conditions of Sale are governed by Swiss law, whereby the UN Sales Convention (United Nations Convention on Contracts for the International Sale of Goods) is excluded. The place of jurisdiction is the court with competence for our registered domicile. We may also have recourse to the court at the head office of the Buyer.

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