

**General terms and conditions of Aegerter Swiss Technology AG,
Bühlackerstrasse 7 3627 Heimberg****1 General**

- 1.1 The contract shall be concluded upon receipt of the supplier's written confirmation that it accepts the order (order confirmation). Quotations that do not stipulate an acceptance period are non-binding.
- 1.2 These terms and conditions shall be binding if they are declared applicable in the quotation or in the order confirmation. Any conditions of the buyer that contradict these terms and conditions shall be valid only if the supplier has explicitly accepted them in writing.
- 1.3 If an order is cancelled after the supplier has issued the order confirmation, all of the costs accrued, such as costs for construction, labour, materials and processing, etc., shall be charged to the buyer. A cancellation fee of 15% of the order value shall also be charged.
- 1.4 Any changes made to the information provided during or after the manufacturing process shall be added to the invoice.

2 Prices

- 2.1 All prices offered are quoted net, excluding VAT, without packaging and ex-works in 3627 Heimberg.
- 2.2 The supplier reserves the right to adjust prices if rates of pay or the costs of materials change between the date of the quotation and contractual fulfilment.

3 Payment

- 3.1 In the absence of any other agreement to the contrary, invoices shall be payable within 30 days of the invoice date, excluding any objections, in particular offsetting against alleged counterclaims.
- 3.2 Payments must be made by the buyer without deducting any discounts, taxes, rebates or similar.
- 3.3 The payment deadlines must be observed even if the transport, handover or acceptance of the deliveries is delayed or made impossible for reasons beyond the supplier's responsibility.
- 3.4 Invoice date = delivery date.
- 3.5 Deliveries shall only be made to new customers after advance payment.

4 Retention of title

- 4.1 The supplier shall remain the owner of all of the delivered items until it has received full payment in accordance with the contract.

5 Deliveries

- 5.1 The supplier shall confirm the time and date of delivery in writing. No other delivery dates shall be valid. Claims for damages due to delayed deliveries are excluded.
- 5.2 Compliance with the delivery deadline is subject to the fulfilment of all of the buyer's contractual obligations.

5.3 The delivery deadline may be reasonably extended:

- a) if the information that the supplier requires to fulfil the contract is not received in good time, or if the buyer subsequently amends this information, thus delaying the deliveries;
- b) if the buyer or a third party is behind with the work they are to carry out or if they fail to fulfil their contractual obligations;
- c) if impediments arise that the supplier is not able to avert despite taking due precautionary measures, regardless of whether they are caused by the supplier, by the buyer or by third parties. Such impediments include, for example, delayed or defective delivery of the necessary raw materials, semi-finished or finished products, rejection of important components, etc.

6 Benefit and risk

6.1 Benefit and risk shall pass to the buyer upon dispatch of the deliveries ex works at the latest.

6.2 If the delivery is delayed at the buyer's request or for any other reason beyond the supplier's responsibility, the risk shall pass to the buyer on the original date on which the delivery was due to be dispatched ex works. Any deliveries from this point onwards shall be stored and insured at the buyer's expense and risk.

7 Checking and accepting the deliveries

7.1 The supplier shall perform the standard checks on the deliveries and services prior to dispatch. If the buyer requests further checks, these must be agreed separately and paid for by the buyer.

7.2 The buyer must check the deliveries within eight days of receipt and must notify the supplier of any defects in writing without delay. If the buyer fails to do so, the deliveries shall be deemed to be accepted.

7.3 A separate agreement is required in order for an acceptance check to be performed and the applicable terms and conditions to be determined. In the absence of any other agreement, the following terms shall apply:

- a) The supplier must inform the buyer of the need to perform an acceptance check in enough time to allow the buyer or its agent to participate;
- b) A record shall be made of the acceptance, which must be signed by the buyer and the supplier or their agents;
- c) In the case of minor defects, in particular those that do not significantly impede the functional efficiency of the deliveries, the supplier may not refuse to accept the deliveries or to sign the acceptance record;
- d) In the case of substantial deviations from the contract or significant defects, the buyer must give the supplier the opportunity to remedy these within a reasonable period of time.

7.4 The deliveries shall also be deemed to be accepted:

- a) if the buyer is not present at the acceptance check despite a prior request;
- b) if the acceptance check cannot be performed on the intended date for reasons beyond the supplier's responsibility;
- c) if the buyer refuses to accept the deliveries without being entitled to do so;
- d) if the supplier uses the supplier's deliveries.

8 Data protection

- 8.1 The general provisions of the Swiss Federal Act on Data Protection (FADP) apply.

9 Exclusion of further liability of the supplier

- 9.1 All cases of contractual violations and their legal consequences and all claims made by the buyer, irrespective of the legal grounds on which they are based, are regulated by these terms and conditions. In the event that claims made by the buyer arise from or in connection with the contract, or with insufficient fulfilment thereof, the total amount of these claims shall be limited to the price paid by the buyer. However, all claims for damages, reduction, cancellation of the contract or withdrawal from the contract that are not expressly mentioned are excluded in particular. Under no circumstances shall the buyer be entitled to claim for damages that were not caused to the delivered items themselves, such as, in particular, loss of production, loss of use, loss of orders, recall costs, loss of profit or other indirect or direct damages. Liability shall also be excluded for compensation claims made by third parties against the buyer for violating intellectual property rights.

10 Applicable law and place of jurisdiction

- 10.1 Our contracts shall be subject exclusively to Swiss law. Disputes arising from these shall be subject to the jurisdiction of the court at the domicile of Aegerter Swiss Technology AG.