

1. Application

All orders and deliveries are subject solely to the following terms and conditions. Other terms and conditions of the customer or the buyer (hereinafter referred to as buyer) shall only be valid if they have been expressly accepted by us in writing. In case of specified terms and conditions of sale, these shall replace the present terms and conditions with the provision that in the event of contradictions, gaps or ambiguities, the present terms and conditions shall prevail.

2. Software

Special conditions apply to software products. We guarantee the executability under the specified operating systems. Representations and warranties regarding functionality, completeness, accuracy or timeliness are hereby expressly excluded. Unless otherwise agreed, the purchase of software authorizes the buyer to use it on one system only. Software products may neither be copied nor passed on.

3. Offers

Our offers are valid for 30 days from the date of the offer and are confidential. Upon our request, all documents handed over shall be returned to us in the absence of corresponding orders.

4. Prices

Prices are quoted in the currency indicated, unpacked, ex works (EXW St. Gallen, Incoterms 2020), excluding VAT, uninsured, duty unpaid and excluding other taxes or duties. We reserve the right to change prices for deliveries not yet executed at any time in the event of significant changes of the relevant calculation bases, but the customer will be notified as soon as possible unless otherwise agreed in the order documents. Special or seaworthy packaging will be invoiced separately.

5. Terms of payment

Unless otherwise agreed, payments are due 30 days from the date of invoice without any deductions. Bills of exchange and checks shall only be deemed as payment upon encashment.

6. Delay

Der Käufer gerät mit Ablauf der Zahlungsfrist ohne Mahnung in Verzug. Der von diesem Zeitpunkt an geschuldete Verzugszins liegt 6% über dem jeweiligen Diskontsatz der Nationalbank im Land des Warenempfanges.

7. Delivery times

In principle, we shall endeavor to meet the delivery deadlines stated by us even if unforeseeable difficulties arise, but we cannot give any binding guarantee in this respect. In the event of a delay in delivery, the buyer shall not be entitled to withdraw from the contract and/or to assert claims for damages. Partial deliveries are permitted.

8. Blanket orders

For blanket orders, there is an obligation to take delivery within one year of the date of the order confirmation. The costs for agreed warehousing will be charged to the buyer.

9. Delivery quantities

Deliveries shall be invoiced according to the quantities actually delivered at the unit prices of the order confirmation.

10. Return goods

We accept returns of goods only after prior written approval by the responsible sales office. Goods returns for custom-made devices are generally excluded. Goods returned without our prior written approval will be returned at the expense of the purchaser. A handling fee will be charged for administration and incoming goods inspection.

11. Warranty and guarantee

Our warranty extends for one year from the date of delivery to all defects occurring within the agreed warranty period which are proven to have their cause in material defects or faulty manufacture. The warranty is limited to the replacement or repair of the defective products or

components or to the reimbursement of the invoice value of the non-replaced products or components. Any further warranty is hereby expressly excluded. Replaced products become our property. The customer is responsible for the replacement costs of defective parts (i.e. removal, transport and assembly). Excluded from our warranty are products whose defect is not due to poor materials, inadequate design or workmanship, and those products whose defect is due to wear and tear (e.g., use of the goods, reuse, weather conditions, air pollution or inadmissible electromagnetic effects), insufficient maintenance, failure to follow operating instructions, overloading, testing, use of unsuitable materials, influence of chemicals or electrolytic reaction, or other causes. All other claims of the buyer, which are not regulated in these general terms and conditions and are not explicitly mentioned in particular, such as claims for damages, price reduction, contract cancellation, are excluded. In no event shall the buyer be entitled to claim damages, in particular but not limited to damages and consequential damages resulting from loss of production, use, order or profit and other direct and indirect damages and consequential damages. However, this exclusion of liability does not apply to unlawful intent or gross negligence on our part, but it does apply to unlawful intent or gross negligence on the part of persons not employed by us or performing certain work for us. The return delivery of rejected goods must be made carriage paid to our domicile or our sales company.

12. Complaints

In the case of recognizable defects, the buyer must inform us in writing immediately upon receipt of the delivery. If hidden defects become apparent only later, a complaint must be made immediately after their discovery in writing.

13. Retention of title

We reserve the right of ownership to all delivered products until receipt of payment of the full purchase price.

14. Right of lien and retention

The buyer shall not be entitled to a right of lien or retention.

15. Applicable law

All contracts between the contracting parties shall be governed by Swiss substantive law. The place of jurisdiction is St. Gallen, Switzerland.

16. Technical specifications

Unless otherwise agreed, brochures and catalogs are not binding. Data in documentation are only binding if they are expressly designated as such. We reserve the right to make technical changes.

17. Property rights

Technical data and drawings which have been handed over in addition to the normal sales documents may not be disclosed and made accessible to any third party. The purchaser may not pass on any knowledge to third parties or otherwise make use of it. Non-compliance obligates to full compensation.

St. Gallen, July 1st 2022