

General Terms and Conditions of Ernst Schweizer AG

I. SCOPE AND PRINCIPLES

A. Scope of the General Terms and Conditions

These "General Terms and Conditions" (hereinafter "GTCs") apply to all legal relations (offers, contract negotiations, contracts) between Ernst Schweizer AG (hereinafter "Schweizer") and its customers regarding (i) the delivery of products or works by Schweizer (hereinafter "Delivery Products") and (ii) the provision of related services by Schweizer (hereinafter "Services"). These GTCs constitute an integral component of the legal relations existing between Schweizer and the customer, and particularly of concluded contracts, unless expressly agreed otherwise. Provisions deviating from these GTCs shall only become legally binding when they are expressly offered by Schweizer or are expressly accepted by Schweizer in writing.

By ordering Delivery Products or Services from Schweizer the customer agrees, accepts, and consents that the delivery of the Delivery Products and the provision of the Services are regulated by these GTCs. Schweizer retains the right to amend these GTCs at any time. Amendments shall apply from the time the customer is notified thereof for all legal relations established between Schweizer and the customer thereafter.

Any general terms and conditions and other contract documents of the customer are expressly excluded. This shall also apply when a customer's general terms and conditions or other documents are integrated into a customer's purchase order or "order confirmation" or have been communicated to Schweizer in any other way.

B. Offers and Creation of Contracts

All offers, price lists, descriptions of Delivery Products and Services, brochures, plans and the like from Schweizer are non-binding and can be amended or revoked at any time, unless otherwise provided for in the relevant document.

Insofar as Schweizer's offers are non-binding, a contract with Schweizer is only created on the date of consent by Schweizer. This consent shall occur by means of a written purchase order or order confirmation, by signing a written contract or by Schweizer performing the purchase order. Purchase orders and "order confirmations" by the customer shall be considered merely as offers to conclude a contract.

The purchase order or order confirmations by Schweizer contain a detailed description of the Delivery Products and the Services agreed upon. If no purchase order or order confirmation is issued, then the description shall be derived from Schweizer's offer or from the written contract signed by Schweizer.

C. Format

Statements made in text format that are transmitted or recorded by electronic media (e-mail, SMS/text messages and the like) shall be considered written statements made by a party. It shall be the duty of the sender to prove that such statements were received at the recipient and accessed by the recipient. Such statements shall be considered received at the moment they are accessed by the recipient.

D. Description of Delivery Products and Services, Brochures, Plans and the like

All specifications contained in descriptions of Delivery Products and Services, brochures, plans and the like are subject to technical revisions and improvements. In principle, the specifications only reflect the contractual characteristics of Delivery Products and Services when this is expressly indicated.

II. DELIVERY PRODUCTS

A. Object and Scope

The object and scope of the Delivery Products are finally and conclusively set forth in the relevant contract.

B. Delivery

Unless otherwise agreed upon, all deliveries of Delivery Products shall occur ex works Schweizer or a third-party manufacturer and at the risk and expense of the customer.

The customer confirms by signing the delivery note that he has received the type and quantity of goods on the delivery note.

The customer shall immediately inspect the Delivery Products upon receipt and submit any complaints in writing within 10 days. Claims for transport damages must be made within 5 days. If the customer fails to do so, the Delivery Products shall be considered accepted.

C. Transfer of Risks and Reservation of Title

The customer bears all risks of loss or damage to the Delivery Products from the moment of delivery.

Delivery Products shall remain the property of Schweizer until receipt of compensation. The customer is obligated to cooperate in measures to protect Schweizer's property. The customer authorizes Schweizer to register its property in the corresponding Register of Reserved Title.

D. Warranty

Schweizer warrants to the customer that the Delivery Products do not have any substantive defects in processing or material at the time of delivery. Any more extensive warranty of quality as well as any warranty of title is expressly excluded, subject to other explicit agreements.

Warranty claims shall be asserted without undue delay upon occurrence of defects. In response, Schweizer can, at its option, either inspect the affected Delivery Product on site or demand that the Delivery Product be returned to Schweizer. Schweizer will review the warranty claim and notify the customer whether the claim asserted falls under the warranty or not.

If a warranty case exists, then Schweizer shall, at its discretion, remedy any defects at no charge or replace the Delivery Product. Any claim to rescission of the contract (rescission), to a reduction in the price (reduction) or compensatory performance is excluded.

Schweizer assumes no warranty when the customer or third parties make modifications or repairs to the relevant Delivery Product without Schweizer's written consent or treat the Delivery Product improperly.

Subject to any other express provision, warranty claims shall lapse upon expiration of two years after delivery of the relevant Delivery Product.

E. Liability and Exclusion of Liability

Liability shall be governed by the applicable provisions of law.

However, Schweizer shall in no case be either contractually or extra-contractually liable for (i) slight negligence, (ii) indirect and consequential damages and indirect losses and lost profits, (iii) savings not achieved, (iv) damage from delayed delivery or service and (v) any actions and omissions by Schweizer's agents or other auxiliary persons.

Schweizer is also not liable for damage caused by force majeure, particularly acts of God, fire, strike, war, terrorist attacks and government orders. Furthermore, Schweizer is not liable for damages attributable to improper or illegal use or use in breach of contract of the Delivery Property or Services or to inadequate cooperation of the customer.

F. Third-Party Products

When delivering products manufactured or supplied by third parties, Schweizer only assumes the role of brokering and/or procurement for the customer. The customer shall direct any and all claims, e.g. those arising from manufacturer warranties of any particular third party, directly to the specific third party. For this purpose, Schweizer will additionally assign any and all warranty claims and other claims that Schweizer may be entitled to against the specific third party to the customer, if the customer so requests. Any warranty and other liability of Schweizer for third-party products are excluded. This also applies particularly to liability for any dismantling and reinstallation of the third-party products.

III. SERVICES

A. Object and Scope

The object and scope of the Services are finally and conclusively set forth in the relevant contract.

B. Provision

The customer shall immediately inspect the Services upon provision and submit any complaints in writing within 10 days. If the customer fails to do so, the Services shall be considered accepted.

C. Liability or Warranty in case of Responsibility for Results

Subject to any express agreement to the contrary, Schweizer shall only be liable to the customer for careful performance of the services; Schweizer thus does not assume any responsibility for the results of the Services. Otherwise, reference is hereby made to Section II.E. of these GTCs for liability purposes.

In case of expressly agreed responsibility for results on Schweizer's part, Section II.D. of these GTCs shall apply analogously.

IV. PRICES, COMPENSATION AND INVOICING

Prices and compensation shall be derived from the individual offers, price lists etc. of Schweizer.

Subject to any express agreement to the contrary, Services provided by Schweizer shall be compensated by time spent. Expenses and materials costs shall be invoiced separately. If the underlying initial situation were to change significantly during the term of the contract or if additional Delivery Products or additional Services are to be provided by Schweizer, then Schweizer may even adjust what would normally be fixed compensation.

All prices and compensation are understood to be exclusive of value-added tax and net ex works Schweizer, in Swiss francs, unless otherwise agreed. Value-added tax and other compulsory payments to public authorities shall be paid by the customer.

Shipping costs, insurance, packaging, customs costs and the like shall be paid by the customer. This shall also apply when Schweizer performs warranty, repair or maintenance work on Delivery Products.

Invoicing shall occur at Schweizer's discretion either in advance or after delivery of Delivery Products or after provision of Services. Schweizer may insist at any time that the invoice be settled before delivery or provision of services, especially when the customer is known to have a poor credit rating.

Schweizer invoices shall be paid within 30 days of the invoice date. No deductions shall be allowed on invoiced amounts unless a different arrangement was expressly agreed upon. Offsetting against counterclaims is not permitted.

The due date is simultaneously the expiration date. If invoices are not settled within the 30-day payment period, interest on arrears shall be due starting on the due date in the amount of five percent (5%), without any further notice of default being necessary. A flat-rate indemnification of CHF 30.- will fall due for each reminder. If the customer is in arrears of payment, Schweizer is furthermore authorized to have collection carried out by a third party at the customer's expense. We reserve the right to claim damages caused by delay.

Any complaints regarding invoices shall be submitted in writing within 14 days of receipt of the invoice; otherwise, invoices shall be considered accepted. Payments shall be made on schedule even if insignificant parts of a Delivery Product that do not render use of the Delivery Product impossible are lacking or reworking is necessary.

V. ADDITIONAL PROVISIONS

A. Use of Third Parties

Schweizer is authorized to use third parties to perform the contract.

B. Delivery Periods and Deadlines

Schweizer makes every effort to comply with agreed-upon delivery periods and deadlines. However, Schweizer cannot assume any warranty for compliance with delivery periods and deadlines. In particular, shifts in deadlines may occur due to delays by the customer or third parties, such as delayed planning and/or structural and/or other releases, or delayed signing of supplements relevant to deadlines, or changes suggested by the customer in the object or scope of the Delivery Product or the Service, or quite generally due to a lack of or insufficient preparation or support by the customer or third parties, or due to new knowledge, for which Schweizer is not liable.

C. Customer's Duties

The customer is obligated to properly carry out all preparatory and support actions with regard to the Delivery Products and Services. In particular, the customer shall provide the information and physical resources necessary for the Delivery Products and Services in a timely manner and inform Schweizer in writing of any special government agency or other regulations, guidelines, and peculiarities. Likewise, the customer shall inform Schweizer in writing of special technical requirements differing from recommendations customary in the industry or issued by Schweizer. The customer shall provide Schweizer with necessary access.

The customer is obligated to comply with any and all instructions from Schweizer relating to the Delivery Products and Services.

D. Ownership and Intellectual Property Rights

Schweizer or any of its licensors that may exist shall remain the owner of all rights to all Delivery Products and Services, descriptions, brochures, plans, documents and data media, including patent rights, copyrights or other intellectual property rights. The customer acknowledges these rights of Schweizer or its licensors.

Schweizer confirms that the descriptions provided to the customer of Delivery Products and Services, brochures, plans, documents and data media do not violate any third-party rights to the best of Schweizer's knowledge. However, Schweizer provides no warranty that the descriptions of Delivery Products and Services, brochures, plans, documents and data media do not violate any third-party rights.

E. References

Unless the customer provides express contradictory notice, Schweizer shall be considered entitled to provide the customer as a reference in Schweizer's reference list in words and using the customer's logo. For more extensive project references and their use for marketing purposes, the prior consent of the customer is required.

F. Data protection

The customer grants Schweizer the right to use the contact information provided for marketing campaigns for its own similar goods, works or services. The customer may withdraw this consent at any time.

In all other respects, the processing of personal data by Schweizer is governed by the data protection declaration, which may be inspected at www.ernstschweizer.ch/en/footer/privacy-statement.html

G. Partial Invalidity

Should individual provisions of these GTCs be or become invalid or unenforceable, this shall have no influence on the validity of the remaining provisions and these GTCs as a whole.

H. Applicable Law and Place of Jurisdiction

All legal relations between the customer and Schweizer shall be subject to Swiss substantive law. The Vienna Convention on the International Sale of Goods shall not apply.

The courts of Schweizer's registered office and principal place of business shall have exclusive jurisdiction and venue. However, Schweizer is also free to appeal to the court of competent jurisdiction at the registered office and principal place of business or domicile of the customer. This is subject to reservation in respect of mandatory local jurisdiction, in particular under consumer contracts.