



Sales terms

1. Coverage

- 1.1 These terms counts fort the supplies of products and components plus services from W+G TEC GmbH.

2. Generals

- 2.1 The contract comes with the receipt of the written confirmation from W+G TEC GmbH, that W+G TEC GmbH is accepting the order ("Order confirmation"), materialize, if the agreed payment security exists. Offers, they do not has an acceptance period are non-binding.
- 2.2 These general Sales Terms are binding, if they are explained as applicable in offers or order confirmations. Any other terms of the customer have only validity if they are accepted in the written form by W+G TEC GmbH.
- 2.3 All agreements and legally relevant declarations made by the parties to this agreement must be in writing in order to become valid.

3. Specifications and scope of goods and services

- 3.1 The supplies and services of W+G TEC GmbH are in the order confirmation, including possible annexes thereto.

4. Technical documents and software

- 4.1 Prospects and catalogue are in the absence of an agreement non-binding. Details in plans, drawings, technical documents and software dates are only binding if they are expressly warranted.
- 4.2 The W+G TEC GmbH is authorised any changes which lead to improvements
- 4.3 The W+G TEC GmbH reserve all rights to the offer documents, plans, drawings, technical papers and software. The customer knows these rights and will the plans, drawings, documents and software without written authorisation of W+G TEC GmbH not to give third parties complete or partial direct or indirect access to them.
- 4.4 If the delivery includes software the customer will get along the contract and the non-exclusive and non-transferable right to use the software for the agreed purpose. The Customer is not entitled to copy the product unless it is for archive purposes, for troubleshooting or to replace damaged media, or to update and upgrade other expansions. The customer is not allowed to disassemble, decompile, decode or to downgrade the software without the written permission of W+G TEC GmbH. If that's the case the W+G TEC GmbH has the right to cancel the use of the software without notice.

5. Regulations and standards

- 5.1 The customer will in the offer-request, at least at the order, where W+G TEC GmbH the regulations and standards regarding in written form indicated to the execution of the supplies, in operation of the deliveries in operation of deliveries or to health and safety provisions.
- 5.2 In the absence of differing agreement the deliveries comply with the standards at the destination of the delivery which the customer of W+G TEC GmbH in accordance with Ziff. 5.1 are pointed.

6. Statement of warning (caution)

- 6.1 Explicit exceptions of the personnel of W+G TEC GmbH difference arrangements, instructions or arrangements of the customer or referring to the factual situation can be in written or verbal form. This applies as warning who W+G TEC GmbH is released of the liability.



7. Prizes

- 7.1 Unless otherwise agreed, all prices will be specified net ex works of W+G TEC GmbH (according ICOTERMS 2010), excluding packing in freely available Swiss francs without any deduction whatsoever. All Ancillary costs, such as, for example for freight, insurance, export, passage in transit, import and other permits as well as certifications are the responsibility of the client
- 7.2 The prices shall be valid for the corresponding order and shall not be binding for subsequent orders.
- 7.3 Taxes, including the value added tax, fees, insurance contributions and the like, which the W+G TEC GmbH or her personnel in the context with the contract or these performance, especially with deliveries and services outside of Switzerland, as well as the administrative costs associated therewith shall be borne by the Customer. As far as by W+G TEC GmbH taxes, including VAT, submissions, costs, insurance contributions and the like are collected or administrative costs developing, are they from the customer inside of 30 days upon presentation of a copy der relevant documentation to refund.
- 7.4 The W+G TEC GmbH reserves the right to adjust the prices, if:
- the delivery time has been extended due to any of the reasons specified in number 10.4
 - the nature or the scope of the agreed supplies or services has changed
 - the documents delivered by the purchaser do not represent the true values or are incomplete
 - the prize in a other currency as Swiss francs (CHF) has been agreed and the exchange rate CHF/foreign currency of the timing of the order is differ more than +/- 3% of the exchange rate , who is on the day of tendering at 12:00 am Swiss time of Reuters were published
 - statutes, regulations or generally recognized design after receipt of customers quotation a any change.
- 7.5 In the absence of other agreements, in the case of general agreements, those who the order has been request, 12 months after entry into force of the Framework Agreement the new the valid list prices, in addition W+G TEC GmbH reserves the right, the prizes generally to negotiate new.

8. Terms of payment

- 8.1 Payments shall be made by the customer at supplier's domicile according to the agreed terms of payment of W+G TEC GmbH without deduction of discount, expenses, taxes, charges, fees, customs duties and the like to provide. Unless expressly agreed otherwise, are all of W+G TEC GmbH amounts due to the Contractor shall be paid by the Employer within 30 days of the date of the invoice. The payment obligation is fulfilled, if W+G TEC GmbH of his domicile Swiss francs or the agreed foreign currency place of business for its free disposal. If the payment by the letter of credit was agreed, the customer is bear the costs for the opening, notification and confirmation
- 8.2 The customer may not refuse or reduce payments on the grounds of objections, claims or counterclaims which are not recognised.
- 8.3 Payment dates shall be observed, even the Transport, the Montage or the acceptance of deliveries for reasons, which the W+G TEC GmbH has not to represent, delayed, or if it will cannot be effected or if minor parts of the Supply are missing or subsequent work be necessary, rendering the use of the deliveries is impossible.



- 8.4 If possibly advance payments or any securities not have been contractually performed, so W+G TEC GmbH is entitled, according to the contract or have the right to cancel the order and demanding in every case compensation including lost profit damages. Is the customer with a further payment in such a reason in arrears or W+G TEC GmbH has to early recording sessions reason occurred seriously concerned the payments of customer have not been fully or would not be performed in full or timely, so W+G TEC GmbH without prejudice to any other claims, performance of the Contract without prejudice and to retain the supplies ready, until new terms of payment and delivery have been agreed and W+G TEC GmbH has received sufficient security. If it is not possible for the parties to reach such an agreement within a reasonable period of time or if the Supplier does not receive adequate security, it shall be entitled to withdraw from the contract and demand compensation for damages.
- 8.5 Failure to observe the agreed dates of payment are with reservation to file other claims without special reminder from us default interest of 5% per year and administration fee of minimum CHF 100.-. The obligation for payment remains steady.

9. Retention of title

- 9.1 The W+G TEC GmbH remains owner of the items/goods up to the complete payment. The customer shall take all necessary measures for the protection of the proprietary rights of the supplier. During the period of the reservation of title, the customer shall, at its own cost, maintain the supplies and insure them for the benefit of the supplier against theft, breakdown, fire, water and other risks. Also ensure that the property demand of W+G TEC GmbH is not adversely affected. The customer undertakes, in his country of domicile for the establishment reservation of title of W+G TEC GmbH the foundation in public register to own costs. In case of default will the customer in opposite of W+G TEC GmbH liable.

10. Delivery period

- 10.1 The delivery time shall start as soon as the contract is entered into, all official formalities such as, but not limited to, import, export, transit and payment permits have been completed, payments due with the order have been made, any agreed securities given and the main technical points settled.
- 10.2 W+G TEC GmbH will use its best endeavours to delivery on the promised date. Thought it cannot be guaranteed. Fixed terms of delivery are guaranteed if we expressly confirmed them in writing.
- 10.3 W+G TEC GmbH has the right to make part deliveries and the deliveries of excess or shortage quantities of weight and/or quantity up to +/- 10%.

11. Package

- 11.1 Packaging shall be invoiced separately by the Supplier and shall not be taken back. If, however, packing material has been marked as being the property of W+G TEC GmbH, in particular if packing material may be reused, the Buyer shall have to return such packing material, at his own expense, postage/freight paid to the place of departure of the products supplied.

12. Transfer of risk

- 12.1 When nothing to the contrary has been agreed, then transportation will be effected at the expense and at the perils of the buyer. EXW (INCOTERMS 2010).
- 12.2 If dispatch is delayed at the request of the customer or due to reasons beyond supplier's control, the risk of the supplies shall pass to the customer at the time originally foreseen for their leaving the works. From this moment on, the supplies shall be stored and insured on the account and at the risk of the customer.

13. Inspection and taking-over of the supplies

- 13.1 As far as being normal practice, the supplier shall inspect the supplies and services before dispatch. If the customer requests further testing, this has to be specially agreed upon and paid for by the customer.



- 13.2 The customer will the deliveries consider within 10 days and W+G TEC GmbH possible defects shall immediately notify. If the customer fails in doing so, the supplies shall be deemed to have been taken over.
- 13.3 So far as W+G TEC GmbH the defects complained is at fault, will the W+G TEC GmbH the defects as swiftly as possible; the customer has W+G TEC GmbH notes to give sufficient opportunity. After the corrected upon request by ordered or W+G TEC GmbH an acceptance test instead of, if such according to number 13.1 has been agreed.
- 13.4 Acceptance shall also be deemed,
- if the customer or his representatives at the possible acceptance test not attend
 - if the possible acceptance test of reasons, which W+G TEC GmbH has not to represent, on the scheduled date can not be implemented
 - if the customer refuse, to sign a acceptance report
 - if the customer the deliveries put into operation, to be kept on stock or in an other wise approve
 - if the customer the decline to accept without being entitled thereto.
- 13.5 The claims of the buyer associated with defects of deliveries are in these number 13 expressly and exhaustively regulated. Others and more extensive claims are waived. This limitation of liability shall not apply in the event of gross negligence or wilful misconduct of W+G TEC GmbH.

14. Warranty

14.1 *Granting term*

The warranty amount 12 months date of commissioning maximal 24 months upon shipment ex works. for replaced or repaired parts of deliveries begin the guarantee period starts anew and during 24 months from defects but not longer than the expiry of a period, which shall amount to double the warranty period pursuant to the previous paragraph.

The guarantee expires prematurely if the customer or a third party undertakes inappropriate modifications or repairs or if the customer, in case of a defect, does not immediately take all appropriate steps to mitigate the damage and give the supplier the possibility of remedying such defect.

If any pieces of deliveries due to bad materials, faulty construction or poor workmanship within the warranty period become damaged or unusable, the W+G TEC GmbH will at the customer's request these pieces reasonable period of time, if the customer of W+G TEC GmbH in writing of the defects before expiry of the warranty period and without delay after having detected the defects. The customer has W+G TEC GmbH has to give this sufficient opportunity. Any replaced parts become the property of W+G TEC GmbH.

The W+G TEC GmbH shall bear its own costs incurred in performing remedial work in its facility. If the correction of fault on customer's request and without otherwise agreed upon in writing with the Customer outside the artwork, the expenses caused by these, such as those of transport, travelling and overnight accommodation as well as outside Switzerland arising taxes, fees and charges borne by the Customer.



14.3 Warranted characteristics

Warranted characteristics of deliveries are only the properties that are listed in the order confirmation. The aforesaid assurance shall apply at the latest until the end of the warranty period off he warranty period. The proof of promised properties taken place due to the final evaluation or by the acceptance test.

Should the warranted features not be performed or merely partially, so the customer has initially only aspiration of repair of W+G TEC GmbH. The customer has the W+G TEC GmbH to this to give ample opportunity.

If this rectification is not successful or only partially successful, the Purchaser shall have a right to compensation agreed or, before for such case, or, if such an agreement has not been made, a reasonable reduction of price. If the defect is so serious that it cannot be remedied by the Supplier within a reasonable period of time and if the deliveries are of no use for the designated purpose or are only of substantially diminished use, the Purchaser so the customer is entitled, has the right to refuse the receipt of the deficient parts of the delivery. If partial acceptance is economically not justified for it, to terminate the contract. The W+G TEC GmbH is in a such case obliged only, which are from of the withdrawal the affected parts of the delivery the payed prize in accordance.

14.4 Exclusion of Liability for Defects

The W+G TEC GmbH shall not be liable for defects which are caused by the Customer or which occur in particular as a consequence. Self-inflicted is a contract-breaching state, in particular to result defective maintenance, disregard of operating standards, excessive stress, unsuitable operating materials or from entry works, who are not performed from W+G TEC GmbH.

The W+G TEC GmbH shall not be liable for defects of deliveries, as a result of negligent use by third parties, the use of spare parts or material of the customer or third parties, as accommodation of third parties of natural disasters and major accidents.

Die W+G TEC GmbH reject wherever permitted by law, towards the Purchaser all other liability, for instance any liability for indirect or consequential loss.

15. Export control

15.1 The customer accept that the deliveries the Swiss and/or the and international legal regulations and regulations on Export Controls can be subordinate and without export or rather permit for re-export by the competent authority should be sold, hired out, or made available in any other way transfers or for any other they used for other purposes as agreed. The customer undertakes, such requirements and statutory regulations comply with. He is taking note, that these can change and to the contract in their currently applicable edition.

The deliveries must not promote either directly or indirectly, in any manner in connection with the construction, the manufacture, of the use or and storage of chemical products, biological or nuclear weapons and their means of delivery.

16. Data protection

16.1 The W+G TEC GmbH is authorized, the scope of the settlement of contract personal information of the customer to edit. The customer is specifically agrees, that W+G TEC GmbH establish and maintain business relations such data also third parties will in Switzerland and abroad declare.



17. Limitation of liability

- 17.1 All claims of the Customer for damages not affecting the Supply itself, such as, but not be limited to, loss of use, loss of orders, loss of profits, claims by third parties or claims for indirect or consequential damages, irrespective of the legal basis for such claims, shall be excluded. The total liability of W+G TEC GmbH arising from or in connection with the Contract or the breach thereof shall be limited of the prize from the customer or of deliveries.
- 17.2 The claims of the Customer arising from or in connection with the Contract or the breach thereof are expressly and exhaustively regulated in these General Conditions Any and all other claims shall be excluded.
- 17.3 This limit of liability does not apply the case of gross negligence or unlawful intent of W+G TEC GmbH.

18. Right of recourse of W+G TEC GmbH

- 18.1 If injury to individuals or damage to the property of a third party is caused by the actions or omissions of the Customer or the ancillary personnel of the Customer, and if a claim is made against the Supplier on this basis, the Supplier will have the right of recourse from the Customer.

19. Force Majeure

- 19.1 If a party is prevented from honouring its obligations due to cases of force majeure, this shall not constitute any contractual violation or an obligation to pay compensatory damages, so namely of laws, regulations, decrees or official actions, conflagration, storm, flood, accidents, strikes or similar trade disputes, defect of or impossibility of obtaining of raw materials, fuel, electricity or transportation.

20. Jurisdiction and applicable law

- 20.1 The place of jurisdiction for both parties is Lucerne (Switzerland). The W+G TEC GmbH shall be entitled, the customer the customer at his place of business
- 20.2 This legal relationship shall be subject to substantive Swiss law to the exclusion of the United Nations Convention of 11th April 1980 on contracts for the international sale of goods.

Malters, 01.09.2023