

1 Scope of application

The following GTC apply to all contracts between us and our contractual partners. Any other terms and conditions or specific agreements shall be binding only if agreed in writing.

2 Quotation

- 2.1 All our offers, in writing, by telephone or verbally, are subject to change. We shall endeavour to comply with the prices, quantities, qualities and delivery periods offered.
- 2.2 Offers submitted by us are requests for quotation, a contract is therefore only concluded by the written order confirmation on our part.
- 2.3 The scope of delivery by us shall always be governed by its written order confirmation. Our deliveries of goods and other services are listed in full therein. If such an order confirmation is not available, but we have submitted an offer with a time limit and this offer has been accepted by the customer within the time limit, the said offer shall determine the scope of delivery.

3 Order acceptance

All orders require written confirmation or invoicing by us in order to be valid. Verbal or telephone agreements shall only be concluded if we expressly exercise this right. We are not obliged to stock the ordered goods immediately or to have them ready before the delivery date.

4 Prices

- 4.1 The prices valid at the time of the conclusion of the contract shall apply. The prices refer to the confirmed or invoiced services ex our premises. The prices are not applicable for excess or short quantities as well as repeat orders. VAT, freight, postage and packaging (will not be taken back) are not included in the prices and will be charged separately. All prices are based on the wages, costs, duties and exchange rates known on the date of confirmation. If these increase in the period up to delivery, we reserve the right to adjust the prices accordingly. We reserve the right to determine a minimum invoice amount, to charge a minimum item value and to cancel discounts for small invoices.
- 4.2 If the ordered quantity falls below the respective minimum order quantity, DOMSEL AG shall be entitled to invoice the respective valid minimum order value, provided that the customer has been informed thereof in advance and has not contradicted.
- 4.3 These shall be understood for delivery FCA (Domsel AG in Leissigen, Switzerland, according to Incoterms 2010) in CHF or Euro plus shipping and packaging costs as well as the respectively applicable statutory value added tax.

5 Tools, moulds and models

- 5.1 All tools, press moulds, dies and models shall remain our property even after the conclusion and execution of the respective contract, irrespective of whether the customer has contributed to their manufacturing costs or not.
- 5.2 We shall be entitled to use and further develop generally usable knowledge, know-how as well as experience and skills which we have acquired in the performance of our services in the activities of DOMSEL AG for other customers.

6 Quantity tolerance

We reserve the right to deliver more or less than the agreed quantity for technical reasons.

7 Delivery times (Terms)

- 7.1 All information on expected delivery times are non-binding. They are made to the best of our knowledge, as they can be adhered to in the case of normal delivery and under orderly circumstances. Claims for damages due to delayed delivery are excluded. If the purchaser withdraws from the contract due to a delay in delivery, we are entitled to invoice the costs incurred.
- 7.2 The delivery period shall commence on the date of the order confirmation, but not before complete clarification of all details of the order. Upon notification of readiness for shipment, the delivery deadline shall be deemed to have been met if the shipment is delayed or impossible through no fault of Domsel AG.
- 7.3 Delivery dates and delivery periods are always approximate and are not binding on us unless we have expressly agreed a delivery date or delivery period as binding in writing.
- 7.4 In the case of call-off orders without an agreement on duration, production sizes and acceptance dates, we may request a binding determination thereof no later than three (3) months after confirmation of the order. If the customer does not comply with this request within three (3) weeks, we are entitled to set a 2-week grace period and to withdraw from the contract and/or claim damages after its expiry.

8 Benefit and Risk

Benefit and risk shall pass to the buyer upon dispatch, i.e. as soon as the goods leave our premises.

The buyer is responsible for insuring the goods against damage and loss during transport. Any complaints must be made to the transport company concerned before the goods are accepted.

9 Force Majeure

Force majeure shall be all events and circumstances beyond our control which affect the fulfilment of the contract.

We are entitled to cancel orders in whole or in part without compensation if force majeure, whether on our part, on the part of our suppliers or en route, makes their fulfilment impossible.

10 Default and impossibility

Notwithstanding any right of the Purchaser to rescind the contract in the event of defects (see Clause 10 of these GTC), the Purchaser may rescind the contract in the event of impossibility of the performance by us or default only in the event of a breach of duty for which we are responsible. In the event of default, withdrawal from the contract or damages in lieu of performance shall also require that the customer has previously set us a reasonable deadline of at least four (4) weeks in writing for the performance of the contractually owed service and has thereby expressly clarified that it will withdraw from the contract and/or claim damages if this deadline is not met. After expiry of this period, the customer shall be obliged to declare, upon our request, whether it will continue to insist on delivery or claim damages or withdraw from the contract. If the purchaser makes such a declaration within a reasonable period of time set by us, the ordering party shall no longer be entitled to reject the delivery or to withdraw from the contract and shall also not be entitled to claim damages instead of performance, but shall only be entitled to accept the delivery. Such setting of a deadline shall only be dispensable if we seriously and finally refuse the performance owed under the contract or if there are special circumstances which, after weighing the interests of both parties, justify immediate withdrawal.

11 Retention of title

- 11.1 All deliveries shall remain our property until full payment of all our claims existing at the time of conclusion of the contract, irrespective of the legal grounds. If we have accepted cheques or bills of exchange in the interest of the customer on account of performance, all deliveries shall remain our property until full release from such liabilities. The inclusion of individual claims in a current account as well as the striking of a balance and its recognition shall not affect the retention of title.
- 11.2 If the customer does not act in accordance with the contract, in particular if he is in default with his payment obligations or if he violates his obligation to treat the delivery item with care, we are entitled to take back the delivery item and withdraw from the contract after issuing a reminder and setting a deadline. In this case, the customer shall be obliged to surrender the goods. Neither the assertion of the reservation of title nor the seizure of the delivery item by us shall be deemed to be a withdrawal from the contract in such cases, unless such a withdrawal has been expressly declared by us.

12 Guarantee and liability

- 12.1 The quality and design of the products are determined by the selection samples which we submit to the customer on request. The reference to technical standards serves to describe the performance and is not to be interpreted as a guarantee of quality. Public statements or advertising also do not constitute a contractual statement of the quality of the goods.
- 12.2 In the event of demonstrable manufacturing or material defects of the delivered goods, we undertake to provide replacement delivery or repair at our discretion, provided that we are notified of the defect in writing within the statutory or contractually specified time period. In the event of improper storage or handling, overstressing or unsuitable use, we reject any warranty and other liability. The assertion of further claims against us, in particular for cancellation, reduction or compensation for direct or indirect damage, is excluded.
- 12.3 Unauthorised reworking and improper handling shall result in the loss of all claims for defects. Only in order to prevent disproportionately great damage or in the event of delay in rectification of the defect by us shall the Purchaser be entitled, after prior notification to us, to rectify the defect or to demand reimbursement of the reasonable costs thereof.
- 12.4 In the event of a justified notice of defect, we shall, at our discretion, remedy the defect (rectification) or make a replacement delivery, provided that the customer proves that the defect existed at the time of the transfer of risk.
- 12.5 In the event that we allow a reasonable period of time set for us for subsequent performance to elapse, have carried out two subsequent improvements or a single replacement delivery and the defect complained of has not been remedied as a result, as well as in the event that we refuse a necessary subsequent improvement or replacement delivery without justification, or if we unduly delay a necessary repair or replacement delivery or if the customer cannot be reasonably expected to accept a repair for other reasons, the customer may, instead of repair or replacement, assert the remedies provided by law of rescission or reduction of the purchase price as well as claims for damages or reimbursement of expenses.
- 12.6 Claims due to defects do not exist in the case of only insignificant deviation of the goods from the agreed quality, in the case of only insignificant impairment of the usability, as well as if the defect is due to the violation of operating, maintenance or installation instructions, unsuitable or improper use or storage. This shall also apply in the event of incorrect or negligent handling or assembly, normal wear and tear or interventions in the delivery item carried out by the customer or third parties.
- 12.7 The technical suitability of our products for the respective application can be very complex and depends on several parameters. The responsibility for this lies with the customer in every case. Only appropriate tests can verify the function and required service life.

13 Brochures, catalogues, technical and other documents

- 13.1 We are not liable for the correctness and completeness of the documents sent to us (drawings, material specifications and other documents). Furthermore, we are also not obliged to check their correctness and completeness.

- 13.2 Furthermore, the customer must ensure that no rights of third parties are infringed by the documents sent to us (especially in the case of drawings, material specifications and other documents). If the customer does not comply with this requirement, he shall indemnify us against all corresponding claims by third parties.

14 Damages

- 14.1 The purchaser may only assert claims for damages on whatever legal grounds if they are based on an intentional or grossly negligent breach of contract or breach of duty on our part. This also applies to recommendations given by us regarding certain materials and types.
- 14.2 In the event of a breach of material contractual obligations, we shall also be liable in the event of slight negligence, but limited to compensation for the typical and foreseeable damage arising from the customer's interest in performance recognisable to us at the time the contract was concluded.
- 14.3 Unless otherwise agreed in these provisions, all claims of the customer for compensation of damages of any kind, including claims for reimbursement of expenses and indirect damages, such as production downtime, are excluded. This applies in particular to claims for all breaches of obligations arising from the contractual obligation and tort. The exclusion of liability shall also apply if we have used vicarious agents or assistants.
- 14.4 This exclusion of liability does not apply to claims arising from the Product Liability Act or if a guarantee has been given for the quality of the delivery item or the procurement risk.

15 Installation proposal

Our installation proposals and material recommendations are based on the parameters and individual conditions specified by the customer. Their application always requires practical tests in the customer's company. Due to the wide range of possible uses of DOMSEL AG products, we cannot guarantee the correctness of recommendations made in individual cases, unless we assure this in writing.

Trademarks, drawings and projects remain our property. It is not permitted to use, reproduce or pass them on to third parties without our express permission.

16 Industrial property rights

- 16.1 Copyrights as well as other intangible property rights and industrial property rights which arise together with our deliveries of goods and the provision of other services shall remain exclusively with us. These rights include, but are not limited to, our drawings, plans, technical and other documents, software programmes and other solutions developed by us.
- 16.2 Non-assignable and non-exclusive rights of use expressly granted to the customer in writing remain reserved.
- 16.3 We are entitled to use and further develop generally usable knowledge, know-how as well as experience and skills which we have acquired in our performance of services in our activities for other customers.

17 Secrecy

Each contracting party shall treat as confidential those data, documents and information which it possesses from the business area of the other and which are neither generally accessible nor generally known. It may not make them accessible to third parties, either directly or indirectly, nor exploit them in any other way. Such data, documents and information shall only be used for the performance of the contract. In this sense, the contracting parties shall take all necessary measures to prevent such data from being disclosed to or used by third parties. Employees of the contractual partners shall be obliged to maintain secrecy with regard to data, documents and information, unless they are already obliged to do so on the basis of an employment contract. The obligation to maintain secrecy shall remain in force even after termination of our contractual relationship.

16 Terms of payment

Our invoices are payable without any deductions. The payment period is 30 days from the date of invoice.

After notice of default, we are entitled to charge default interest (usual current account interest rate plus 1%) and expenses.

17 Applicable law, jurisdiction

Swiss law shall apply. The conflict of laws and the UN Convention on Contracts for the International Sale of Goods are excluded. The exclusive place of jurisdiction is our legal domicile in Switzerland.

18 Amendments and Supplements

Amendments and supplements to the General Terms and Conditions of Business require our written confirmation in order to be valid.

19 Scope of Application

Our General Terms and Conditions of Business (edition 12.07.2021) are binding for the present as well as for future transactions (including verbal agreements); we reserve the right to amend or revoke them.

20 Binding nature of the original text

In the event of deviations between the German version of the General Terms and a version in other language, the original German text shall apply in all cases.