

**1. GENERAL**

- 1.1. These General Order Conditions are binding if they are declared applicable in the order. The supplier's terms and conditions to the contrary (hereinafter referred to as the "Supplier") shall only be valid if they have been expressly accepted in writing by Weigel AG (hereinafter "Orderer").
- 1.2. All agreements and legally relevant declarations by the contracting parties must be in writing in order to be valid.
- 1.3. Unless these general order conditions or the order contain any other regulation, the Incoterms 2020, in the present case DAP (Delivered at Place) to Wattwil, Switzerland apply.

**2. CONCLUSION OF CONTRACT**

- 2.1. The contract is concluded when the supplier has confirmed its acceptance in writing after receiving an order.

**3. SCOPE OF DELIVERY**

- 3.1. The order is decisive for the scope and execution of the delivery and service.

**4. REGULATIONS IN THE COUNTRY OF ORIGIN**

- 4.1. The supplier must draw the customer's attention to any legal, official and other regulations and standards relating to the execution of deliveries and services, operation and disease and accident prevention at the latest with the order.

**5. TERMS OF PAYMENT**

- 5.1. The payment period for payments without a different regulation is 30 days net from the invoice date.
- 5.2. In the event of a delay in delivery, the customer reserves the right to immediately suspend planned payments.

**6. DELIVERY TIME**

- 6.1. The delivery period begins with the legal acceptance of the order by the supplier.

**7. DELAY IN DELIVERY**

- 7.1. As soon as the supplier can recognize that he will not be able to carry out a contractually compliant delivery (qualitatively or in time), he undertakes to inform the customer immediately. He also undertakes to take all reasonable measures to ensure that the delivery is in conformity with the contract. The customer can give the supplier advice or recommendations for appropriate measures.
- 7.2. The supplier is in default as soon as he does not meet an agreed delivery date without the need for a reminder. The presumption of Article 190(1) or is deemed to have been omitted. In addition, the consequences of the delay are governed by the applicable legal rules.
- 7.3. If the delivery fails to appear despite a reminder, the customer can declare the contract to be canceled without setting a grace period and without prejudice to other legal remedies.

**8. DELIVERY, TRANSPORTATION AND INSURANCE**

- 8.1. The supplier is responsible for careful packaging, transport and insurance. Transport takes place at the supplier's risk and expense.
- 8.2. Supplier shall bear the risk of accidental loss or accidental deterioration of the purchased item until it is handed over to the customer or the customer is in default with acceptance. Article 70 and Article 82 (2) lit. a CISG are waived.

**9. INSPECTION AND ACCEPTANCE OF THE DELIVERY**

- 9.1. The customer must check the received delivery within a reasonable period of time and inform the supplier of any defects in writing or by e-mail.

**10. WARRANTY AND LIABILITY**

- 10.1. The supplier guarantees that the delivered products comply with the agreed specifications and any agreements, are suitable for the intended use, correspond to the recognized state of the art and are free from defects in construction, material and design.
- 10.2. In addition, the supplier guarantees that no third party intellectual property rights will be infringed with the intended use of the products by the customer and his customers.
- 10.3. If the supplier has delivered goods that are contrary to the contract, the purchaser can choose to demand a reduction or the free rectification of the lack of conformity by means of rectification or replacement delivery, unless the supplier proves that the rectification or replacement delivery is impossible or disproportionate. If the non-conformity of the delivered goods constitutes a substantial breach of contract, the customer can also request that the contract be terminated.
- 10.4. If, based on the provisions of product liability law, the purchaser is challenged by third parties because products are defective within the meaning of these provisions, the supplier releases the purchaser from these claims. The customer undertakes to inform the supplier as soon as he becomes aware of such claims and to enable him to ward off unjustified claims. The customer can leave the process control to the supplier if it is clear that only the supplier's products can be the cause of the damage.

**11. FORCE MAJEURE**

11.1. May the delivery be due to force majeure, e.g. epidemics, pandemics, mobilization, war, riot, significant operational disruptions, accidents, industrial disputes, late or incorrect delivery of the required raw materials, semi-finished or finished products, scrap of important workpieces, official measures or omissions, natural events , Etc. supplier can in any case immediately withdraw from the contract.

**12. APPLICABLE LAW / PLACE OF JURISDICTION**

12.1. This Agreement is governed by Swiss law. The place of jurisdiction is the registered office of the supplier.