

**1. GENERAL**

- 1.1. These General Terms and Conditions of Sale and Delivery are binding if they are declared applicable in the offer or in the order confirmation. The customer's terms and conditions (hereinafter "customer") to the contrary shall only be valid if they have been expressly accepted by Weigel AG (hereinafter "supplier") in writing.
- 1.2. All agreements and legally relevant declarations of the contracting parties must be in writing in order to be valid.
- 1.3. Insofar as these General Terms and Conditions of Sale and Delivery or the Offer/Order Confirmation do not contain any different provision, the Incoterms 2020, in this case FCA (Free Carrier) from Wattwil, shall apply.

**2. OFFERS AND CONCLUSION OF CONTRACTS**

- 2.1. Offers from the supplier without acceptance period are non-binding. The contract shall be deemed to have been concluded if the supplier has confirmed its acceptance in writing or by e-mail after receipt of an order.

**3. SCOPE OF DELIVERY**

- 3.1. The order confirmation shall be decisive for the scope and execution of the delivery and performance. Material or services that are not included in it will be charged additionally.
- 3.2. Changes to the order confirmation may be made by the supplier, provided that these cause an improvement for the customer.

**4. RULES IN THE COUNTRY OF DESTINATION**

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

**5. PRICE**

- 5.1. Unless otherwise agreed, the supplier's prices are net, ex works, in Swiss francs, without packaging, transport, insurance, any taxes on goods turnover, assembly, installation and commissioning.
- 5.2. If the costs underlying the calculation increase between the conclusion of the contract and acceptance, the supplier shall be entitled to correct the prices specified in the order confirmation accordingly until the final completion of the order placed on him.
- 5.3. For our European customers: Country sales tax (VAT) and customs clearance service fees will be charged/ collected by the delivery company.

**6. TERMS OF PAYMENT**

- 6.1. The payment period for the customer in Switzerland is 30 days net from the invoice date. For deliveries to other countries, payment is made by advance payment, unless other agreements are made in writing, but in any case, within 30 days net.
- 6.2. The payments are to be made by the customer at the supplier's domicile without deduction of discount, expenses, taxes and fees of any kind. Different payment terms are specifically agreed.
- 6.3. In the event of a delay in payment, the supplier reserves the right to suspend planned deliveries and is entitled to a default interest of 5% p.a. and to calculate reminder fees. If a payment is not due despite a reminder, the supplier can declare the contract to be canceled without setting a grace period and without prejudice to other legal remedies.

**7. RETENTION OF TITLE**

- 7.1. The supplier reserves the title to the delivery until full payment has been made. The customer is obliged to take the necessary measures to protect the supplier's property.
- 7.2. The supplier is entitled to register the retention of title in the corresponding register with the participation of the customer.

**8. DELIVERY PERIOD**

- 8.1. The delivery period begins with the valid acceptance of the order by the supplier and after a complete clean-up of the technical requirements.
- 8.2. The delivery period shall be extended appropriately:
  - if the information required for the execution of the order is not received by the supplier in due time, or if these are subsequently amended by the customer.
  - if payment deadlines are not met, letters of credit are opened too late or required import licenses do not arrive at the supplier on time;
  - if obstacles arise which the supplier cannot avoid despite the application of due care, regardless of whether these arise with the supplier, the customer or a third party. Such obstacles are acts of God, such as epidemics, pandemics, mobilization, war, turmoil, 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.

## **9. DELAY IN DELIVERY**

- 9.1. The customer is entitled to claim compensation for delayed deliveries, provided that the supplier is demonstrably responsible for a delay and the customer can prove direct damage as a result of this delay. The purchaser cannot claim indirect damage, consequential damage or lost profit. If the customer is helped out by a replacement delivery, the claim for compensation for delay lapses.
- 9.2. Compensation for delay shall not exceed 1/2 % for each full week of delay, but not more than 5% in total, calculated on the contract price of the delayed part of the delivery. The first two weeks of the delay do not give any entitlement to compensation for delay.
- 9.3. Due to delay in deliveries or services, the customer has no rights and claims, other than the one expressly stated in Articles 9.1 and 9.2.

## **10. DELIVERY, TRANSPORT AND INSURANCE**

- 10.1. The products are carefully packaged by the supplier. The packaging will be charged to the customer at cost.
- 10.2. Special requests regarding shipping and insurance must be made known to the supplier in good time. The transport is carried out at the expense and risk of the customer. Complaints in connection with the transport must be addressed by the customer to the last carrier without delay upon receipt of the delivery or the freight documents.
- 10.3. Insurance against damages of any kind is the responsibility of the customer. Even if it has to be concluded by the supplier, it is at the expense of the customer.

## **11. INSPECTION AND ACCEPTANCE OF THE DELIVERY**

- 11.1. The customer must inspect the delivery immediately upon receipt and inform the supplier of any defects in writing without delay. If he fails to do so, deliveries and services shall be deemed to have been approved.

## **12. WARRANTY AND LIABILITY**

- 12.1. The supplier guarantees that the products supplied by him are free of manufacturing and material defects.
- 12.2. Guaranteed properties are only those that are expressly designated as such in the order confirmation or instructions for use. The assurance is valid until the end of the warranty period at the longest.
- 12.3. If the products are defective, the customer can request replacement delivery during the warranty period of two years from delivery or notification of readiness for dispatch, or rectification of the error by the supplier.
- 12.4. If a mistake within the meaning of Article 12.3 despite written warning not being remedied within a reasonable period by replacement delivery or elimination of the error by the supplier, the customer can demand a reduction in the purchase price or cancellation of the contract.
- 12.5. The warranty expires prematurely if the customer or third parties make improper changes or repairs or if the customer, in the event of a defect, does not immediately take all appropriate measures to reduce the damage and gives the supplier the opportunity to remedy the defect.
- 12.6. The supplier's guarantee and liability exclude damage that cannot be demonstrated as a result of poor material, faulty construction, poor execution, non-compliance with the connection conditions or other reasons for which the supplier is not responsible.
- 12.7. Due to defects in material, construction or execution as well as due to lack of guaranteed properties, the customer has no rights and claims, other than the one expressly stated in Articles 12.3 and 12.4. In this respect, the liability of the supplier is excluded to the extent permitted by law.
- 12.8. All cases of breaches of contract and their legal consequences as well as all claims of the customer, regardless of the legal reason for which they are made, are finally regulated in these conditions. In particular, all claims for damages, reduction, cancellation of the contract or withdrawal from the contract that are not expressly mentioned are excluded. Liability for consequential damage is excluded insofar as this does not conflict with mandatory provisions on product liability law.

## **13. Force Majeure**

- 13.1. 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.

## **14. Applicable law / Place of jurisdiction**

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