

All deliveries and services are based on these terms as well as any separate agreements that may be made. Divergent purchasing conditions of the buyer will not be considered contractual content, even if the order is accepted.

The contract is established – unless otherwise agreed – upon the written order confirmation from the supplier.

## 1. Offer

Our offers are non-binding. Documents associated with our offer, such as illustrations, drawings, weight, and dimension specifications, are only approximate unless explicitly designated as binding.

The supplier reserves ownership and copyright rights to samples, cost estimates, drawings, and similar information of physical and intangible nature—including electronic form. They must not be made accessible to third parties.

## 2. Scope of Deliveries

The scope of the delivery and the agreement on delivery dates are determined by our written order confirmation. Assurances of properties, collateral agreements, and changes require our written confirmation. We reserve the right to make design and form changes to the delivery item, provided the delivery item is not fundamentally changed and the changes are reasonable for the buyer.

## 3. Price and Payment

3.1. Unless otherwise agreed, prices are ex-works, excluding packaging. The statutory VAT at the applicable rate is added to the prices. Invoices are issued in CHF. Billing is based on the daily prices valid at the time of delivery.

3.2. Unless otherwise agreed, payment must be made immediately upon receipt of the invoice without any deduction. Payments are only deemed to be made with discharging effect when made to us or to persons authorized by us in writing. Partial payments are only possible by prior written agreement. Payment instructions and checks are only accepted on account of payment and subject to the calculation of all collection charges.

3.3. The retention of payments or the set-off due to any counterclaims by the buyer disputed by us is not permitted. If the buyer is in default with the payment, we may, after setting a reasonable grace period, claim damages for non-performance. Payments are applied to the oldest claim, but primarily to costs and interest. After the due date, we are entitled to charge interest at the respective base interest rate of the European Central Bank plus 5% p.a.

## 4. Delivery Time

4.1. The delivery period results from the agreements between the contracting parties. It begins with the dispatch of the order confirmation but not before the provision of documents, permits, approvals, and the receipt of an agreed payment to be procured by the buyer.

4.2. Adherence to the delivery period is subject to correct and timely self-delivery. The supplier will inform as soon as possible of any foreseeable delays.

4.3. The delivery period is met if the delivery item has left the factory or readiness for dispatch has been notified by its expiration.

4.4. The delivery period is extended appropriately in the event of measures within the scope of labor disputes, especially strikes and lockouts, as well as upon the occurrence of unforeseen obstacles that are beyond our control, provided such obstacles can be proven to have a significant impact on the completion or delivery of the delivery item. The start and end of such obstacles will be communicated to the buyer in important cases.

4.5. We strive to meet the specified delivery date, but the delivery date is only approximately agreed.

4.6. If dispatch is delayed at the request of the buyer, storage costs incurred after one month of notification of readiness for dispatch will be charged to the buyer. However, we are entitled to dispose of the delivery item elsewhere after setting and fruitlessly passing a reasonable deadline and to supply the buyer with an appropriately extended deadline.

4.7. Compliance with the delivery period presupposes the fulfillment of the buyer's contractual obligations.

## 5. Transfer of Risk and Acceptance

5.1. The risk is transferred to the buyer at the latest upon dispatch of the delivery parts, even if partial deliveries are made or we have taken over other services, such as shipping costs or delivery and installation.

5.2. If dispatch is delayed due to circumstances for which the buyer is responsible, the risk passes to the buyer from the date of readiness for dispatch.

5.3. Delivered items, even if they have minor defects, must be accepted by the buyer without prejudice to the rights under Section 7.

5.4. Partial deliveries are permissible.

## 6. Retention of Title

6.1. The goods delivered by us remain our property until all current and future claims from business relations with the buyer are fulfilled (reserved goods). This also applies if individual or all claims have been included in a current account and the balance has been drawn and acknowledged. The buyer is obliged to store and label the reserved goods separately.

6.2. The supplier is entitled to insure the delivery item at the buyer's expense against theft, breakage, fire, water, and other damage unless the buyer can prove that the insurance has been taken out by him.

6.3. The buyer is entitled to resell the reserved goods in the ordinary course of business. However, he already now assigns to us all claims arising from this resale in the amount of the agreed delivery price for the reserved goods. If the reserved goods are sold together with other goods not belonging to us, the buyer's claim against his customers is deemed assigned to us in the amount of the delivery price agreed between the buyer and us for the reserved goods. If the claims assigned in advance are included in a current account relationship with the buyer's customers, the buyer assigns the current account claims in full to us. After balancing, the recognized balance replaces the current account claims, which are deemed assigned up to the amount that the original current account claims constituted. This applies accordingly to the final balance upon termination of the current account relationship.

6.4. The buyer is also authorized to collect these claims after assignment. Our authority to collect the claims ourselves remains unaffected. However, we undertake neither to disclose the assignment to third-party buyers nor to collect the claims as long as the buyer meets his payment obligations properly. If the buyer exercises his collection authority, the collected proceeds in the amount of the agreed delivery price for the reserved goods accrue to us.

6.5. The buyer's authorization to resell the reserved goods and to collect the assigned claim ceases in the event of non-compliance with the payment conditions, unauthorized dispositions, significant deterioration of the buyer's financial situation, bill, check protests, and if insolvency proceedings are initiated against the buyer. In such cases, we are entitled to take possession of the reserved goods without setting a deadline or declaring withdrawal, to enter the buyer's premises for this purpose, to request useful information and invoice copies, and to inspect his books as necessary. If the buyer is a consumer, the statutory requirements for reclaiming the reserved goods apply. Reclaiming the reserved goods constitutes withdrawal from the contract.

6.6. The buyer must notify us immediately of any impending or executed third-party access to the reserved goods or assigned claims.

6.7. If the value of the securities provided to us exceeds our total claim from the business relationship with the buyer by more than 10%, we are obliged to release the excess securities at the buyer's request, at our discretion.

6.8. Due to the retention of title, the supplier can only demand the delivery item if he has withdrawn from the contract.

6.9. The application for the opening of insolvency proceedings entitles the supplier to withdraw from the contract and demand the immediate return of the delivery item.

## **7. Liability for Defects in Delivery**

We are liable for defects in delivery, excluding further claims, notwithstanding Section 8.4, as follows:

7.1. All those parts are to be repaired or replaced free of charge at our reasonable discretion that prove to be unusable or significantly impaired in their usability due to a circumstance before the transfer of risk—especially due to faulty design, poor materials, or defective workmanship. The detection of such defects must be reported to us in writing immediately. Replaced parts become our property. Our liability ends with the expiry of the warranty period. The warranty period is 24 months for products with exclusive private use and 12 months for commercial, professional use, or use in rental business. Our liability for significant third-party products is limited to the assignment of liability claims that we are entitled to against the supplier of the third-party product.

7.2. The buyer's right to make claims for defects expires in all cases with the end of the warranty period.

7.3. No warranty is assumed for damages resulting from the following reasons: improper or unsuitable use, faulty installation or handling, or unsuitable operating resources, wear and tear due to operational conditions unless they are attributable to our fault.

7.4. We will carry out the necessary repairs and replacements under warranty as quickly as possible after receiving the defective goods. The exact processing time is agreed and coordinated with the buyer. The buyer must provide the necessary time and opportunity for all repairs and replacements we consider necessary at our reasonable discretion, otherwise we are released from the liability for defects. Only in urgent cases of endangering operational safety and to prevent disproportionately large damage, whereby we must be informed immediately, or if we are in default with the remedy of the defect, the buyer has the right to remedy the defect himself or have it remedied by third parties and to demand reimbursement of the necessary costs from us.

7.5. We bear the direct costs arising from the repair or replacement delivery, insofar as the complaint proves to be justified, the cost of the replacement part, including shipping. Otherwise, the buyer bears the costs.

7.6. The warranty period (see 7.1.) for defect liability of the delivery item is extended by the duration of the operational interruption caused by the repair work, provided the operational interruption is caused by our fault.

7.7. Any liability for the consequences of changes or repair work carried out improperly by the purchaser or third parties without our prior approval is excluded. The same applies to changes made to the delivery item without the prior consent of the supplier.

7.8. Further claims by the purchaser, in particular claims for compensation for damage not occurring to the delivery item itself, are excluded unless we can prove that neither intent nor gross negligence is attributable to us. This exclusion of liability does not apply in the case of the absence of properties that have been expressly guaranteed if the guarantee was specifically intended to protect the purchaser against damage that did not occur to the delivery item itself.

## **8. Right of the Purchaser to Withdraw**

8.1. The purchaser may withdraw from the contract if the entire performance becomes definitively impossible.

8.2. If there is a delay in performance as defined in Section 4 of the delivery conditions and the purchaser grants us a reasonable grace period which is not observed, the purchaser is entitled to withdraw.

8.3. If the impossibility occurs during the delay in acceptance or due to the purchaser's fault, the purchaser remains obliged to counter-performance.

8.4. The purchaser also has the right to withdraw if we let a reasonable grace period for the repair or replacement delivery of a defect for which we are responsible within the meaning of the delivery conditions pass fruitlessly due to our fault. The purchaser's right to withdraw from the contract also exists in other cases of our failure to remedy defects.

8.5. All other further claims by the purchaser are excluded, particularly claims for conversion, cancellation, or reduction, as well as compensation for any kind of damage, including such damage that did not occur to the delivery item itself. This exclusion of liability only applies if we can prove that neither intent nor negligence is attributable to us.

## **9. Right of the Supplier to Withdraw**

In the event of unforeseen events as defined in Section 4 of the delivery conditions, which significantly change the economic importance or the content of the performance or have a significant impact on our operation, and in the event of subsequent impossibility of execution, the contract will be adjusted appropriately. Claims for damages by the purchaser do not exist if we can prove that neither intent nor gross negligence is attributable to us.

## **10. Software Use**

Insofar as software is included in the scope of delivery, the purchaser is granted a non-exclusive right to use the delivered software, including documentation. It is provided for use on the delivery item intended for this purpose. Use of the software on more than one system is prohibited.

The purchaser may only duplicate, revise, translate, or convert the software from the object code to the source code to the extent permitted by law. The purchaser undertakes not to remove or change manufacturer information—especially copyright notices—without the supplier's prior written consent.

All other rights to the software and documentation, including copies, remain with the supplier or the software provider. The granting of sub-licenses is not permitted.

## **11. Jurisdiction**

For all legal relationships between the supplier and the purchaser, the law applicable to the legal relationships between domestic parties in Switzerland exclusively applies. For all disputes arising from the contractual relationship, if the purchaser is a registered merchant, a legal entity under public law, or a public-law special fund, the court responsible for our headquarters shall have jurisdiction. We are also entitled to sue at the purchaser's headquarters.

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