

**Note: Only the German version of these General Terms and Conditions ("Allgemeine Verkaufsbedingungen"; "AVB") is legally binding. This English version is for information purposes only. By accepting these General Terms and Conditions the customer automatically accepts the German AVB.**

## **1 Scope**

- 1.1 These General Terms and Conditions (hereinafter "GTC") apply to all business relationships between Admotec Precision AG (hereinafter "**the Company**") and its customers. If the Company's written provable offer contains differing provisions, those prevail.
- 1.2 All deliveries, services and offers of the Company are provided on the basis of the GTC only. Differing conditions of the customer apply only, if they have been agreed with the Company explicitly and in writing.
- 1.3 General terms and conditions of the customer are not accepted and do not have any legally binding force for the contractual relationship between the Company and the customer, even if the Company has not explicitly disagreed with such general terms and conditions.

## **2 Contract conclusion and prices**

- 2.1 The prices and offers of the Company are not binding and may be subject to change at any time until accepted. They are limited in terms of time, as indicated therein.
- 2.2 Orders of customers are binding offers for contract conclusion. The acceptance may be executed either by written provable confirmation of the order or delivery of the ordered products to the customer.
- 2.3 Costs for delivery, packing, insurance as well as taxes, in particular VAT, fees and tolls of all kinds are borne by the customer.

## **3 Payment**

- 3.1 The invoices must be paid in the invoiced currency within 30 days since the date of invoice.
- 3.2 Upon expiration of this 30-day-period the customer will be, without reminder, in default and a penalty interest of 5% will become due. Moreover, the Company's collection expenses must be reimbursed.
- 3.3. In addition, if a customer is in default the Company is, without any duty to pay damages, entitled to cease all further services, rescind the contract, reclaim the delivered products resp. collect them immediately after written notification, immediately cancel any other connected contracts without formalities and claim damages.

## **4 Delivery**

- 4.1 The delivery periods stated by the Company are mere guidelines and are not binding warranties.
- 4.2 Partial deliveries are admissible; they will be invoiced as executed.
- 4.3. All products are delivered ex works (EXW) (Kieselgasse 12, 8008 Zürich resp. location of third party supplier) according to the applicable Incoterms. The customer must arrange for the transport/conveyance as well as the insurance of the products.
- 4.4 The customer is responsible for the compliance with all import, export, transit and controlling regulations and formalities, if not provided for differently by the compulsory applicable law.
- 4.5. If the Company is in default with a delivery, potential damages are restricted according to the following limitation of liability.

## **5 Inspection and notice of defects**

- 5.1 The customer shall inspect the products on his own costs.
- 5.2 Any detectable defects shall be notified, by describing the defects in detail, to the Company provable and in writing immediately after reception of the products and hidden defects shall be notified immediately after their detection.
- 5.3 If the customer fails to notify any defects appropriately, the products are deemed as approved without reservations.

## **6 Warranty**

- 6.1 The Company warrants that its products are free from material and production defects.
- 6.2 The warranty period starts at the day of dispatch and lasts 12 months, unless there is a differing written provable agreement.
- 6.3 The warranty is, at the discretion of the Company, restricted to the repair or replacement of the defective products or components or the reimbursement of the value of not replaced products or components. In case of a recall any further compensation of costs is excluded.
- 6.4 The customer forfeits the warranty claims, if
  - a) the products are not treated according to the provisions of the instruction manual resp. according to the specifications,
  - b) the product is modified without authorisation or the product is not used in line with the specifications,
  - c) the serial numbers are altered, deleted or removed.
- 6.5 When asserting any warranty claims the customer must follow the conditions and directives issued by the Company. Reconsignments shall be effected with the original packing, whereas the products have to be furnished with any original protection coverage.
- 6.6 Any further contractual or extra-contractual warranty of quality or title is excluded to the extent permissible by law. The Company hereby excludes in particular the right for rescission, withdrawal from contract, waiver of delivery and reduction of price.

## **7 Limitation of liability**

- 7.1 The Company cannot be held liable for any accidental losses (even not in case of default) or force majeure. Further, any liability of the Company with regard to all cases of slight and middle negligence is excluded.
- 7.2 The Company's liability for its employees and other auxiliary persons is also excluded in case of intent and gross negligence of the auxiliary persons.

## **8 Further provisions**

- 8.1 The parties undertake to keep confidential even after termination of the contract all information received by the other party pre-contractually or in the course of the performance of the contract; the parties impose this duty also to their governing bodies, employees and assigned third parties.
- 8.2 The Company remains owner of all sold products until the price is fully paid. If a due invoice is not entirely paid, the Company is entitled – if necessary according to the applicable law for establishing a reservation of ownership – to perform all necessary registrations and official actions, in order to execute the reservation of ownership. Moreover, the Company is entitled to claim back all delivered products or to take them back itself, without any customer's claims arising because of that.
- 8.3 All IP-rights with regard to the products as well as the provided documents, such as price lists, plans, catalogues, etc. remain the Company's property.
- 8.4 Place of performance for all duties of the contractual parties is the Company's registered domicile in Switzerland.
- 8.5 The customer waives any offsetting right towards the Company as well as the right to assign its claims against the Company to a third party.
- 8.6 Any communication shall be made in writing and addressed to Admotec Precision AG, Kieselgasse 12, 8008 Zürich, Switzerland, or per E-Mail to [info@admotec.ch](mailto:info@admotec.ch).

**8.7 All legal relations between the Company and the customer are subject to substantive Swiss law, with exclusion of the United Nations Convention on Contracts of the International Sale of Goods.**

**8.8 Any dispute between the Company and the customer shall be judged exclusively by the ordinary courts at the Company's registered domicile. The Company is free however to sue the customer at any other competent court.**