

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

1 Scope

- 1.1 These GTCS apply to all business relationships between Admotec Precision AG ("Company") and its customers.
- 1.2 All deliveries, services and offers of the Company are exclusively provided /based on the GTCS. If the offer of the Company contains deviating provisions, the latter shall prevail.
- 1.3 General terms and conditions of business and/or purchase of the customer shall have no effect, even if the Company has not explicitly objected to them.

2 Conclusion of the contract, prices and costs

- 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. The acceptance may be executed either by confirmation of the order verifiable in writing or by delivery of the ordered products to the customer.
- 2.3 In the event of substantial price increases at short notice the Company reserves the right to reasonably pass on such difference to the customer.
- 2.4 Costs for delivery, packing, insurance, approvals 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 to the bank account indicated.
- 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 immediately, reclaim the delivered products resp. collect them immediately after written notification, immediately cancel any other connected contracts and claim damages.

4 Delivery

- 4.1 The delivery dates 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 under Incoterms) (Kieselgasse 12, 8008 Zürich resp. location of third-party supplier).
- 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 Government restrictions, e.g. for dual-use goods, remain reserved.
- 4.6 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 immediately to the Company after reception of the products and hidden defects shall be notified immediately after their detection, both by describing the defects in detail and verifiable in writing.
- 5.3 If the customer fails to notify any defects appropriately, the products are deemed as approved unconditionally.

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 24 months, unless there is a differing agreement verifiable in writing.

- 6.3 The warranty is, at the discretion of the Company, restricted to the rectification 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;
 - b) the products are modified without authorisation or if they are 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. Returns shall be made in the original packing, whereas the products have to be furnished with the original protection coverage (if any).
- 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 the right of reduction in price, the waiver of delivery, the right of rescission, and any claims for damages.

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 (incl. epidemic and pandemic). Furthermore, 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 during the performance of the contract. The parties impose this duty also to their governing bodies, employees and assigned third parties. Any use contrary to the contract is prohibited.
- 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 regarding the products as well as the provided documents, such as price lists, plans, catalogues, etc. remain the Company's property.
- 8.4 General place of performance is the Company's registered domicile in Switzerland.
- 8.5 The customer waives all and any offsetting right towards the Company and does not assign claims against the Company to a third party.
- 8.6 Any communication required to be verifiable in writing shall be addressed to Admotec Precision AG, Kieselgasse 12, 8008 Zürich, Switzerland, or per E-Mail to info@admotec.ch.
- 8.7 The client agrees that the Company may process his/her data to the extent necessary for the performance of its obligations towards him/her. The data privacy statement posted on the Company's website shall apply.

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

8.9 Any dispute 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.