

1. Definition

The GTC apply to the deliveries and contractual services of Federtechnik Kaltbrunn AG, unless otherwise agreed in writing. They become an integral part of the Contract with every order confirmation by the Purchaser.

Notifications via letter/e-mail satisfy the requirement for the written form for the purposes of these GTC. Proof of the delivery of the notification is the responsibility of the Purchaser.

2. Offer and conclusion of contract

2.1 Orders and declarations of acceptance by the Purchaser shall be deemed to be an offer for conclusion.

2.2 Under these GTC, contracts come into being through the written confirmation of the order by the Supplier. Changes must be notified in writing within 2 working days of receipt. Technical data, illustrations, drawings, weights and dimensions are not binding if the Supplier has not confirmed these in writing. Design modifications are reserved.

2.3 The service is based on the documents provided by the Purchaser or their third party. The Purchaser bears the responsibility for their completeness.

3. Prices and payments

3.1 All prices of the Supplier are quoted on the basis of EXW INCOTERMS 2010® plus the statutory value added tax valid at the time of invoicing. All ancillary costs such as freight and insurance, as well as the cost of export, transit, import and other authorisations and certifications shall be borne by the Purchaser. Similarly, the Purchaser shall bear all types of taxes, charges, fees and duties.

3.2 All prices are invoiced in the currency of the Supplier.

3.3 Reasonable price increases may be made if the material and labour costs underlying the calculation have changed significantly since the Supplier's written order confirmation.

3.4 The Supplier is entitled to make partial deliveries.

3.5 The Supplier's invoices are payable within 30 days of the invoice date.

3.6 Complaints must be made within 5 working days, otherwise invoices are deemed to have been approved.

3.7 Offsetting against due counterclaims is not permitted.

3.8 The due date is an expiration date, if invoices are not paid on time. From the due date, a default interest rate of 5% per year is payable, including dunning fees, collection charges etc. The Supplier is entitled to withdraw from the Contract and to receive the delivery as a return.

3.9 If the Supplier demonstrably has delivered partially defective products, the Purchaser is nevertheless obliged to pay for the defect-free part of the delivery, unless the partial delivery has no use for the Purchaser.

4. Retention of title

Until full payment of the price and all costs associated with the delivery has been made, the delivery remains the property of the Supplier.

The Supplier is authorised to have the retention of title registered at any time with the cooperation of the Purchaser at the responsible place and authority. The Purchaser is obliged to adequately insure the delivered goods.

5. Delivery, shipment and transfer of risk

5.1 The agreed delivery period begins at the earliest with the written confirmation. The transfer of benefit and risk to the Purchaser takes place with the delivery to the first transport company.

5.2 Unless otherwise agreed, delivery is "ex works" (EX INCOTERMS 2010®).

5.3 Production-related excess or minor quantities are admissible within a tolerance of 10 percent of the total order quantity. The agreed total price changes accordingly.

6. Tools and equipment

6.1 Production costs for tools and other equipment (moulds, templates, etc.) are invoiced separately from the product to be delivered. Unless otherwise agreed, they are to be paid at the latest with the transmission of the first sample, or if this is not required then with the first product delivery.

6.2 Tool renewals and changes are at the expense of the Purchaser.

6.3 If the Purchaser discontinues or terminates the cooperation during the production time of the tools or equipment, all manufacturing costs incurred up to that point shall be borne by the Purchaser.

6.4 The tools or equipment manufactured or procured by the Supplier remain the property of the Supplier.

6.5 The Supplier undertakes to keep the tools or equipment for the Purchaser for 3 years after the last delivery. If, before the expiry of this deadline, the Purchaser gives notice that orders will be placed within a period of up to a further year, the Supplier is obliged to store them for this period. Otherwise, they can freely dispose of the tool or equipment.

7. Warranty for deliveries

- 7.1 The Supplier warrants to the Purchaser that the delivery has no material and legal defects at the time of shipment. The warranty period is 24 months. Any further warranty is excluded. The Purchaser must check the delivery immediately after arrival at the agreed destination and make any complaint in writing within 8 working days. Defects discovered later must be reported immediately within 5 working days of discovery. If deliveries are processed without testing, they are considered to have been approved.
- 7.2 After assertion of defects/errors, the Supplier can choose whether they want to examine the delivery parts on the spot or whether they demand that these be returned for the purpose of checking the warranty claim. If there is a warranty claim, the Purchaser is entitled to free remedy or replacement. There is no claim to withdrawal from the Contract or reduction of the purchase price. If there is no warranty claim, the Purchaser shall bear all costs. For the delivery items replaced or repaired by the Supplier, the original warranty period still applies.
- 7.3 The system responsibility lies with the Purchaser.

8. Warranty for services

The Purchaser must immediately inspect the service after its provision and any complaints must be notified in writing within 2 working days. Failure to do this is considered to be acceptance of the service. The Supplier is only liable for the careful execution of the service and under no circumstances assumes responsibility for the results.

9. Disclaimer, exclusion of liability

- 9.1 The liability is based on the applicable statutory provisions (e.g. liability claims). Under no circumstances shall the Supplier be liable for slight negligence, indirect and collateral damages and consequential damages as well as lost profits, unrealised savings, damages from late delivery or service.
- 9.2 The Supplier is not liable for damages caused by one of the following causes:
- Incorrect transport
 - Illegal use of the delivery outside its purpose
 - Neglect of maintenance
 - Local conditions not being taken into consideration
 - Force majeure such as natural phenomena, strikes, terrorism or official order.

10. Data protection

The Supplier complies with the applicable data protection legislation. The Purchaser agrees to the automatic transfer, use, storage and analysis of personal data within the scope of the contractually agreed purpose. If it is necessary for reasons of data protection law, the Purchaser will sign an appropriate declaration of consent at the request of the Supplier, so that organisational and technical protective measures can be taken within the framework of the applicable data protection laws. The transferred personal data will be used exclusively for the fulfilment of the contractual obligations and in anonymous form for evaluations and quality assurance measures.

11. Resale

Resale of deliveries by the Purchaser is only permitted together with the original documentation and written permission from the Supplier.

12. Intellectual property rights, protective rights to documents

- 12.1 The Supplier or its licensor shall retain all rights to all supplies and services, descriptions, brochures, plans, documents and data media, including patent, copyright or other intellectual property rights. The Purchaser acknowledges these rights of the Supplier or its licensors.
- 12.2 The Supplier confirms that to the best of their knowledge, the descriptions of deliveries and services, brochures, plans, documents and data carriers given to the Purchaser do not violate the rights of third parties. However, the Supplier does not guarantee that the descriptions of deliveries and services, brochures, plans, documents and data carriers submitted to the Purchaser do not violate any rights of third parties.

13. Partial invalidity

Should individual provisions of these Terms and Conditions be deemed invalid or partially ineffective by a competent arbitrating body, ordinary court or competent authority, this shall not affect the validity of the remaining provisions and these GTC as a whole. The Parties shall endeavour to replace the ineffective provision with a valid one which comes closest to the legal content and the economic purpose of the ineffective provision.

14. Order change, withdrawal, termination

- 14.1 Contracts concluded for an indefinite period can be terminated by both Parties with a notice period of 3 months.
- 14.2 The contractual relationship can be cancelled by the Supplier at any time for good cause.
- 14.3 In the event of a change to a current order by the Purchaser, the Supplier may invoice the parts already manufactured or the raw materials and semi-finished products that can no longer be used for the changed order.
- 14.4 In case of an order cancellation by the Purchaser, the Purchaser shall bear the effective costs incurred to the Supplier.

15. Place of jurisdiction and applicable law

- 15.1 The exclusive place of jurisdiction for all disputes arising from a contract between the Supplier and the Purchaser is the registered office of the Supplier. The Supplier is also entitled to sue the Purchaser at their registered office.
- 15.2 These GTC and the related contract are subject to Swiss law, excluding the UN Sales Convention and the conflict of laws provisions of the Federal Law on Private International Law.