

General terms and conditions of delivery

These General Terms and Conditions of Delivery shall apply as soon as a contract is concluded by Schaltag AG. Other or additional deviating conditions shall only be valid if they have been expressly countersigned by us in writing.

1. Quotes

Offers are non-binding.

2. Conclusion of contract

A contract with Schaltag AG shall be deemed concluded when we have signed it in writing. Supply contracts shall be confirmed in writing after receipt of an order by its acceptance.

3. Contract type

Sales contracts always have their place of performance in Effretikon, Switzerland, the registered office of Schaltag AG. Contracts for work and services or similar contracts for work and services shall have their place of performance at the customer's premises. If the customer is abroad, the place of performance shall be Effretikon. Service contracts, insofar as they are agreed as an independent contract, shall also be performed at the customer's premises. If the customer is abroad, the place of performance shall be Effretikon.

4. Scope and execution of the delivery

Our order confirmation shall be authoritative for the scope and execution of the delivery. Material or services not included therein shall be invoiced separately.

Should COVID or other pandemics, delivery bottlenecks at suppliers or other unscheduled events beyond the control and influence of Schaltag AG occur, or delivery bottlenecks or delays arise, Schaltag AG cannot be held liable for this.

5. IP, software and know-how

The customer may use the IP, software, know-how, data carriers and documentation provided to the extent intended, but may not pass them on to third parties. Ownership thereof and the right to further use shall remain with Schaltag AG or the licensors, even if the customer subsequently modifies software programs or know-how records. Any extension or modification of the software by the customer or third parties requires the written consent of Schaltag AG.

The customer may make a maximum of three copies of the software for security and archiving purposes. A larger number of copies or use for other purposes requires the express written consent of Schaltag AG. The customer shall affix the same proprietary notices to all modifications and copies as to the original.

6. Technical documentation

Technical documents such as drawings, descriptions, illustrations and the like are only approximate; unless they are expressly designated as binding. All technical documents remain the intellectual property

of Schaltag AG and may not be copied, reproduced or brought to the attention of third parties in any way, nor used for the production of the work or components. They may be used for maintenance and operation. All documents relating to offers that do not lead to an order must be returned to us on request.

7. Operational safety

The customer undertakes to follow the operating instructions and safety instructions handed over with the delivery and to instruct his personnel accordingly. Existing safety precautions and hazard warnings may not be removed and must be replaced immediately if they are defective. The customer is obliged to notify Schaltag AG immediately in writing if an accident has occurred to the delivery item or if it becomes apparent that a hazard exists. If the customer fails to fulfil any of the aforementioned obligations regarding operational safety, it shall be obliged to indemnify Schaltag AG against all resulting obligations to pay damages.

8. Regulations at the place of destination

When placing the order, the commercial customer is obliged to draw attention to the legal, official and other regulations at the place of destination that are to be observed in the performance of the contract. If the customer fails to draw Schaltag AG's attention to the regulations and standards applicable at its place of business, the customer shall bear the costs of any adjustment work to be carried out.

9. Price

Schaltag AG's prices are quoted in Swiss francs and do not include taxes, fees, charges, customs duties, transport, packaging, insurance, installation, commissioning, training and application support.

Schaltag AG reserves the right to adjust prices in the event of price changes between the time of conclusion of the contract and delivery in accordance with the contract if price changes occur. Price adjustments after conclusion of the contract shall be made so far:

- sliding prices have been agreed for wage rates, materials or ancillary costs (corresponding sliding price clause);
- a subsequent extension of the delivery period occurs through no fault of Schaltag AG;
- war, inflation, material costs or pandemic (e.g. COVID) price changes exceeding 2% (without applying a sliding price formula);
- the scope of the agreed deliveries or services has undergone a change;
- the material or the design are subject to changes because the documents provided by

the customer did not correspond to the actual conditions or were incomplete.

10. Terms of payment

Payments shall be made by the customer without deductions of any kind within 30 days of the invoice date, strictly net. The payment dates shall be observed even if transport, delivery, assembly, commissioning or acceptance of the delivery is delayed or made impossible for reasons for which Schaltag AG is not responsible. It shall not be permissible to reduce or withhold payments due to complaints, claims or counterclaims of the customer not recognised by Schaltag AG. Payments shall also be made if insignificant parts are missing but this does not render the use of the delivery impossible or if reworking of the delivery proves necessary. If the customer does not meet the payment deadlines, he shall pay interest on arrears from the due date without a reminder. The interest rate depends on the place of performance, but shall be at least 4% above the respective discount rate of the Swiss National Bank.

11. Small quantity surcharge

Order amounts of less than CHF 500 will be CHF 500 rounded up.

12. Retention of title

The material supplied by Schaltag AG remains the property of the company until payment has been made in full. The customer is obliged to cooperate in or arrange for measures that are necessary to protect the property. Further processing is prohibited until full payment has been made. In the case of deliveries to Switzerland, the customer agrees to an entry of the retention of title in the notary's register at the request of Schaltag AG.

13. Delivery time

The delivery period shall commence as soon as the contract has been concluded and all official formalities such as import and payment permits and any securities have been fulfilled. It shall be deemed to have been complied with if, on its expiry, the delivery is ready for dispatch or acceptance at the factory. The delivery period shall be extended appropriately:

- if the information required by Schaltag AG for the execution of the order is not received in time or if the customer subsequently changes it.
- if obstacles occur which are beyond the control of Schaltag AG such as: Epidemics, war, riots, strikes, lockouts, significant operational disruptions, accidents, labour disputes, delayed or defective deliveries, rejects of important workpieces, official or other measures of any kind, transport obstructions, natural events.
- if the customer is in arrears with the work to be carried out by him or is in default with the

fulfilment of his contractual obligations, in particular if he fails to comply with the terms of payment. In the event of late delivery, the customer shall not be entitled to damages, contractual penalty or withdrawal from the contract.

14. Testing and acceptance

The customer shall inspect the delivery within a reasonable period of time and notify Schaltag AG immediately in writing of any defects for which Schaltag AG is responsible on the basis of its contractual obligations. If the customer fails to do so, the delivery shall be deemed to have been approved. If the customer wishes acceptance tests, they must be agreed in writing. If acceptance tests cannot be carried out within the specified period for reasons for which Schaltag AG is not responsible, the properties to be established by means of these tests shall be deemed to be present. If the delivery proves not to be in conformity with the contract upon acceptance, the customer shall immediately give us the opportunity to remedy the defects. If defects appear within the warranty period which could not have been discovered even with careful inspection, the customer must notify us of them immediately in writing. Otherwise, the delivery shall be deemed approved despite these defects.

15. Packaging

Packaging shall be charged separately by Schaltag AG and shall not be taken back. However, if it has been designated as our property, it must be returned to us carriage paid.

16. Transfer of benefit and risk

Benefit and risk shall pass to the customer at the latest upon dispatch of the delivery from the place of performance. If dispatch is delayed or made impossible for reasons for which Schaltag AG is not responsible, the delivery shall be stored for the account and at the risk of the customer.

17. Transport and insurance

Special requests regarding shipping and insurance must be made known to Schaltag AG in good time. Transport is at the expense and risk of the customer. Insurance against damage of any kind is the responsibility of the customer. Even if it is to be arranged by Schaltag AG, it shall be deemed to have been taken out on behalf of and for the account and at the risk of the customer. Complaints in connection with the transport must be addressed by the customer to the last carrier immediately upon receipt of the delivery or the shipping documents.

18. Assembly

If Schaltag AG also undertakes the installation, the general installation conditions of the VSSF shall apply.

19. Warranty

During the warranty period, Schaltag AG undertakes, at the written request of the customer, to repair or replace as quickly as possible all parts of its delivery that demonstrably become defective or unusable as a result of poor materials, faulty design or poor workmanship. Replaced parts are the property of Schaltag AG. For third-party deliveries, Schaltag AG shall assume the warranty only within the scope of the warranty obligations of the sub-supplier. It shall bear the costs arising from the repair or replacement of the defective parts. If defective parts cannot be repaired or replaced in its workshops for reasons for which Schaltag AG is not responsible, all resulting additional costs shall be borne by the customer. Further rights of the customer due to defective delivery, in particular to compensation for damages and withdrawal from the contract, are excluded. The warranty period is 12 months. It shall commence upon readiness for dispatch or upon completion of assembly if this has been undertaken by Schaltag AG. If dispatch, assembly or commissioning is delayed for reasons for which Schaltag AG is not responsible, the warranty period shall end no later than 18 months after readiness for dispatch. The warranty period shall start anew for replaced parts. The warranty does not cover damage resulting from natural wear and tear, inadequate maintenance, disregard of operating instructions, incorrect operation, excessive stress, unsuitable operating materials, chemical or electrolytic influences, inadequate installation work not carried out by Schaltag AG or other reasons for which Schaltag AG is not responsible. The warranty shall expire if the customer or third parties carry out modifications or repairs to the delivery without Schaltag AG's written consent, or if the customer does not immediately take suitable measures to mitigate the damage and give Schaltag AG the opportunity to remedy the defect. If the

customer does not assert specific claims under the warranty in writing by the expiry of the warranty period, Schaltag AG shall be released from its obligations under the same. Under no circumstances shall the customer be entitled to compensation for damages of any kind that have not occurred to the delivery item itself, such as loss of production, loss of use, loss of orders, loss of profit and other indirect consequential damages.

20. Resale

If the customer resells the products, he must ensure that all obligations arising from software licences and from any reservations of authorisation for re-export are transferred to the respective purchaser.

21. Liability

Schaltag AG undertakes to perform the work in accordance with the contract and to fulfil the warranty obligation. Any further liability towards the customer for any breach of contract and the resulting consequences is excluded.

22. Data protection for natural persons

Under certain circumstances, Schaltag AG receives corresponding data of natural persons in connection with the contractual relationship, which is protected for natural persons under Swiss data protection law (DSG, DSV, VDSZ) (see also Privacy Policy on our website).

23. Jurisdiction and applicable law

The place of jurisdiction is always at the place of performance. This is in Effretikon or, in the case of contracts for work and services, at the customer's registered office. If this is abroad, the place of jurisdiction is also Effretikon, Switzerland. The legal relationship shall be governed by Swiss law.