

# GTC “General Terms and Conditions of Sale and Delivery”

Version 1.0

## 1. Scope of application

1.1. These General Terms and Conditions of Sale and Delivery (hereinafter referred to as “GTC”) of Witschi Electronic AG (hereinafter referred to as “Witschi”) apply to all sales and deliveries by Witschi to its customers, unless they have been amended or supplemented by mutual agreement in writing.

1.2. Unless Witschi expressly acknowledges deviations in writing, deliveries shall be made exclusively in accordance with these GTC, which shall also apply to all future deliveries without further notice. The customer hereby expressly waives the right to assert any of its own “General Terms and Conditions”.

1.3. All agreements between the customer and Witschi which supplement or amend these GTC must be made in writing. This also applies to the waiver of the written form requirement.

## 2. Offers, conclusion of the contract

2.1. Our offers are generally revocable and non-binding, unless expressly stated otherwise in the offer. The customer is bound by its order for a period of 6 weeks from receipt of the order by us, unless otherwise stated in the order. The contract is only concluded upon our written order confirmation or explicitly upon timely delivery of the goods to the customer. The written form is also complied with by fax, e-mail or other digital forms.

2.2. Normal variations from our specifications regarding dimensions, weights, condition and quality are reserved and do not constitute defects.

2.3. Information on the contractual product such as advertising documents, brochures and product descriptions is for information purposes only and does not constitute a guarantee of properties.

## 3. Obligations and responsibilities of the customer

3.1. The customer shall order products, spare parts and any other goods or services sold by Witschi (hereinafter referred to as “Products”) itself; it shall accept order confirmations and Products and pay the invoices.

3.2. Each customer undertakes to pay Witschi for the Products it has ordered. Witschi reserves the right to demand the deposit of an adequate bank guarantee at the customer's expense. Whether the bank guarantee is sufficient is at the discretion of Witschi.

3.3. Customer orders must contain all necessary information regarding the nature, scope and content of the order (hereinafter referred to as “Specifications”) and instructions regarding execution details.

3.4. The type and scope of Witschi’s services shall be conclusively defined in Witschi’s order confirmation.

3.5. The customer shall remain solely responsible for obtaining any permits (in particular import licences) required for the provision of services by Witschi.

#### **4. Delivery, delivery periods, place of performance**

4.1. The delivery periods and delivery dates specified by Witschi are non-binding indicative dates, unless Witschi declares them binding in writing.

4.2. The delivery period begins on the date of the order confirmation or, if these are not yet available at the time of the order confirmation, upon receipt of all necessary Specifications and instructions and any agreed down payments. Failure to comply with delivery deadlines shall not entitle the customer to compensation or to withdraw from the contract.

4.3. Witschi is entitled to make partial or advance deliveries. Each partial delivery may be invoiced separately.

4.4. Unless otherwise agreed in writing, the contractual product shall be delivered in accordance with the Incoterms® 2020 Free Carrier rule to the place of delivery specified in the order confirmation.

4.5. If a non-binding delivery date is exceeded, the customer must request us in writing to deliver within a reasonable period of time at the earliest 6 weeks after a non-binding delivery date has been exceeded. We shall be in default upon expiry of the reasonable period of time.

4.6. The delivery period or the delivery date is met if the goods have been loaded onto the means of transport provided by the customer by the agreed delivery date.

4.7. In the event of subsequent changes to the Specifications by the customer, the delivery period shall be extended appropriately. If the change request interrupts ongoing production, we may give priority to and complete other orders.

4.8. If dispatch of the contractual product is delayed as a result of circumstances for which Witschi is not responsible, the delivery period shall be deemed to have been complied with upon notification of readiness for dispatch. The risk shall pass to the customer upon notification of readiness for dispatch. In this case, Witschi is entitled to store the goods at the expense and risk of the customer. Storage can either be carried out by Witschi itself or with a third party. A monthly flat rate of at least 0.5% of the invoice amount of the relevant delivery shall be charged for storage at Witschi. Alternatively, Witschi is entitled to withdraw from the contract after expiry of a reasonable grace period and demand compensation.

4.9. The delivery periods specified in the offer may be extended by Witschi if the delay or the anticipated delay is due to unforeseen, unavoidable circumstances or circumstances for which Witschi is not responsible. Such circumstances include, in particular, force majeure, operational disruptions, difficulties in the procurement of

materials and energy, transport delays, shortages of labour, energy and raw materials, official measures as well as difficulties in obtaining permits, e.g. import and export licences, embargoes, strikes and lockouts, etc. This also applies if the disruption occurs at our upstream supplier. If the disruption is not just temporary, both contracting parties are entitled to withdraw from the contract. Claims for compensation are excluded by both parties in this case.

4.10. Our delivery obligation is subject to complete, timely and correct delivery (particularly of primary materials) by our suppliers. In the event of late or incorrect delivery by our suppliers, we reserve the right to withdraw from the contract.

## 5. Transport and insurance

5.1. The Products shall be delivered according to the (Free Carrier Incoterms® 2020).

5.2. If the customer does not wish to collect the Products itself (or have them collected), Witschi shall organise transport for the customer as an additional service. Witschi shall select a suitable carrier for this purpose. Product transport insurance shall be provided by Witschi. Transport and insurance costs shall be invoiced to the customer separately.

5.3. In the event of transport damage, the customer must accept the delivered Products with reasonable reservations and inform the transport company and Witschi immediately.

5.4. At the request of the customer, we shall insure the shipment against transport damage at its expense.

## 6. Prices

6.1. All of Witschi's prices are stated in Swiss francs plus the value added tax applicable at the time of invoicing. If Witschi reduces or increases its prices in the period between conclusion of the contract and delivery, the changed price that applies on the day of delivery shall be used.

6.2. The prices stated are net prices, so exclusive of value added tax or similar taxes and any costs for packaging, freight, insurance, customs duties, other charges, etc. If we are obliged to make advance payments for such costs, the customer must reimburse them.

6.3. In the case of new orders (follow-up orders), Witschi is not bound by the prices from previous orders.

## 7. Payment methods

7.1. All payment obligations must be paid in Swiss francs without deductions of any kind to the paying agent designated by Witschi. Payments shall only be deemed to have been made if Witschi is free to dispose of them.

7.2. Discounts are only granted by special agreement.

7.3. The payment term is 30 days net from the invoice date, unless otherwise agreed. Upon expiry of the payment term, the customer shall be in default without a reminder from Witschi.

7.4. In the event of late payment, we shall charge interest at the rate of 5.00% from the due date.

7.5. As a rule, payments are offset against the oldest receivables and interest claims.

7.6. If justified doubts arise as to the solvency of the customer or if bankruptcy or composition proceedings are filed against it, Witschi shall be entitled to withdraw from the part of the contract that has not yet been performed and to demand the provision of security or delivery versus payment.

## 8. Retention of title

Witschi shall remain the owner of all delivered Products until receipt of the full purchase price. The customer irrevocably authorises Witschi to enter the reservation of title in the official register at the customer's expense and to complete all related formalities.

## 9. Warranty

9.1. The customer must inspect the goods upon receipt and notify us of all defects in writing without delay, at the latest within a period of **ten (10) calendar days** of receipt, in accordance with Section 12. Defects that are not identifiable during a proper inspection (so-called hidden defects) must be reported within **ten (10) calendar days** of their discovery.

9.2. If the customer fails to inspect and report defects within the specified deadlines, the delivered Products with any defects shall be deemed to have been approved.

9.3. The Products supplied by Witschi shall comply with the laws and regulations in force in Switzerland at the time of delivery.

9.4. Any warranty on the part of Witschi is excluded for damage caused by the customer itself or by third parties, as well as in the event of non-compliance with installation, system or operating instructions and guidelines or in the event of use of the services in breach of the contract.

9.5. All warranty claims shall become time-barred **two (2) years** after delivery. Witschi grants a half-year (1/2) warranty from delivery on repaired and replaced devices.

9.6. In the event of justified complaints of defects, Witschi may, at its own discretion, (1) remedy the defects free of charge, (2) replace the defective parts of the service or (3) reduce the agreed purchase price.

9.7. In addition to the limitations and exclusions contained in the other articles of these GTC, Witschi's warranty does not cover the costs of troubleshooting in connection with the replacement or exchange of defective components or Products, assembly costs or costs of outward and return dispatch. These costs must be borne by the customer.

## 10. Intellectual property

10.1. The customer acknowledges that Witschi is and remains the sole owner of all intellectual property rights to all items, documents (including illustrations, drawings,

calculations, descriptions, models, samples and the like) and data carriers in connection with the performance of the contract. This includes, in particular, patent rights and copyrights. These data, information and materials may not be used for third parties or brought to their attention in any form without the prior written consent of Witschi.

10.2. Trademarks, production codes, reference numbers and any other markings on Witschi Products may not be altered or rendered illegible.

10.3. Witschi accepts no responsibility nor does it provide a guarantee for Products that have been changed or modified by the customer. In all other respects, Witschi reserves the right to claim compensation and infringement of intellectual property rights in such a case.

## 11. Complaints and return of Products

11.1. Complaints due to material defects, incorrect deliveries and deviations in quantities must be sent in writing to the e-mail address **service@witschi.com** stating the reasons and, if need be, a precise and specific description of the defect (location and type).

11.2. Products returned by the customer after consultation with Witschi Customer Service must be returned to Witschi for the attention of Customer Service, stating the reasons and, if need be, a precise and specific description of the material defect (location and type).

11.3. For Products delivered with reusable packaging, the original packaging must be used when returning the device. Witschi may take recourse for the costs incurred in the event that transport damage to the return shipment is identified.

## 12. Limitation of liability

12.1 Witschi shall only be liable for direct and immediate damage caused by gross negligence or intentional conduct in the performance of the contract. Under no circumstances shall Witschi's liability exceed the value of the contract.

12.2. No liability is accepted for damage due to incorrect storage, installation or use of the Products by the customer or third parties commissioned by it.

12.3 In addition, any further liability for damage of any kind and on any legal basis is limited or excluded to the extent permitted by law, in particular liability for indirect or consequential damage, such as loss of profit, etc. Any liability on the part of Witschi for auxiliary persons is excluded.

## 13. Export controls and sanctions

13.1. The goods delivered by Witschi to the customer may be subject to national and international export control and sanction laws and regulations.

13.2. The customer undertakes to use, export, sell or transfer the goods in compliance with the applicable export control and sanction laws and regulations.

13.3. The customer shall indemnify Witschi against all damage (including reasonable legal fees) resulting from the customer's non-compliance with the provisions of this Section 13.

13.4. No Russia clause

13.4.1. The customer undertakes not to sell, export or re-export goods delivered under or in connection with this contract and falling within the scope of Article 12g of Council Regulation (EU) No 833/2014, directly or indirectly to the Russian Federation or for use in the Russian Federation.

13.4.2. The customer shall make every effort to ensure that the purpose of paragraph (1) is not frustrated by third parties further along the trade chain, including potential resellers.

13.4.3. The customer must set up and maintain appropriate monitoring in order to uncover any conduct of third parties further along the trade chain, including potential resellers, that would frustrate the purpose of paragraph (1).

13.4.4. Any breach of paragraphs (1), (2) or (3) shall constitute a material breach of an essential element of the contracts and we shall be entitled to demand reasonable remedies, including but not limited to:

13.4.4.1. Termination of the contracts and any other contractual agreements; and

13.4.4.2. a contractual penalty of 100% of the total value of this contract or the price of the exported goods, whichever is greater. Payment of the contractual penalty does not constitute release from ongoing compliance with the contract. Compensation claims in excess of the amount of the contractual penalty remain reserved.

13.4.5. The customer is obliged to inform us immediately of any problems in the application of paragraphs (1), (2) or (3), including any relevant activities by third parties that could frustrate the purpose of paragraph (1). The customer shall provide us with all information regarding compliance with the obligations set out in paragraphs (1), (2) and (3) within two weeks of our request.

## 14. Data protection

14.1. The customer is aware that, when fulfilling the contractual relationship between it and Witschi, it may obtain access to personal data of Witschi and its employees (i.e. information relating to identified or identifiable individuals, such as names, positions or contact details) and business partners. The customer is obliged to treat the personal data as confidential information and to comply with the applicable data protection laws.

14.2. Both parties are obliged to take the necessary measures to ensure transparency, the duty of disclosure and timely erasure of personal data in accordance with the applicable data protection provisions.

14.3. The customer is obliged to take appropriate technical and organisational measures to ensure the confidentiality, integrity and availability of all data processed within the framework of this contractual relationship.

14.4. The customer undertakes to inform Witschi immediately of any unauthorised access, data loss, security breaches or other events that affect Witschi's data security ("cyber incident"). The customer must provide the following information: 1) A description of the incident, 2) The data and systems affected, 3) The measures taken or planned to resolve the incident.

14.5. The customer undertakes to work closely with Witschi when investigating and resolving a cyber incident and to provide all relevant information on request.

## **15. Confidentiality**

15.1. The customer undertakes to treat as confidential all information relating to the business relationship that is neither public nor generally accessible and not to use it for its own purposes or for any other purposes not covered by the contract. Confidentiality also applies to facts that become known to the customer prior to the conclusion of the contract with Witschi.

15.2. The duty of confidentiality shall remain in force even after termination of the contractual relationship.

15.3. If the customer wishes to advertise or publish information about this contractual relationship, it requires the prior written consent of Witschi.

## **16. Severability clause**

Should individual provisions of these GTC be or become invalid or ineffective, this shall not affect the validity and effectiveness of the remaining provisions. The parties undertake to replace the invalid or ineffective provision without delay with a valid provision that comes as close as possible to the economic objective of the parties.

## **17. Applicable language**

These GTC have been drafted in German, French and English. The German version is authoritative.

## **18. Applicable law and place of jurisdiction**

18.1. The legal relationship between Witschi and the customer is subject to Swiss law, to the exclusion of conflict of laws provisions. The applicability of the United Nations Convention of 11.04.1980 on Contracts for the International Sale of Goods (CISG) is expressly excluded.

18.2. The exclusive place of jurisdiction for all disputes in connection with this contract, irrespective of their legal grounds, is Büren an der Aare, Bern, Switzerland. Alternatively, Witschi is also entitled to sue the customer at one of the other statutory places of jurisdiction.

## **19. Transitional provisions**

The current version, Version 1.0, applies from 01.03.2025 and replaces all previous versions.