General Terms and Conditions of Sale of Swiss Tool Systems AG

1. Scope

1.1 These General Terms and Conditions of Sale ("GTC") shall be exclusively applicable to the entire current and future legal relationship between Swiss Tool Systems AG ("Supplier") and the customer ("Customer") (collectively "Parties") in respect of the purchase of products of the Supplier ("Products").

1.2 Contrary, deviating or supplementary general contractual terms and conditions of the Customer are excluded, even if the Supplier does not expressly object to such terms and conditions.

1.3 Irrespective of translations of these GTC, the version in the German language is binding.

2. Contractual conclusion

2.1 The delivery contract shall be deemed to have been bindingly concluded if the Supplier confirms his acceptance in writing (incl. by e-mail) after receipt of an order ("Order Confirmation").

2.2 The scope of the delivery shall be determined by the Order Confirmation. Additionally rendered performances that were ordered but were not included in the Order Confirmation shall be invoiced additionally.

3. Technical Documents

3.1 Details in technical documents, such as drawings, descriptions, depictions ("Technical Documents") as well as in catalogues, the website or other advertising documents ("Advertising Documents") of the Supplier do not constitute binding offers and are also not binding for the delivery.

3.2 The Supplier expressly reserves all property and copyrights to all Technical Documents and Advertising Documents as well as other rights to intellectual property. Technical Documents must also be treated strictly confidentially and may in particular neither be copied nor used to create products of the Customer, nor made available or disclosed in any manner whatsoever to third parties (the latter excludes documents that are intended to be handed over to customers).

3.3 Technical Documents of the Supplier pertaining to offers that do not lead to an order must be returned to the Supplier without delay.

4. Price

4.1 The prices of the Products shall be in accordance with the valid price list of the Supplier. Prices pursuant to the price list are deemed to be net ex works, without packaging and without any deductions. All ancillary costs, e.g. the cost of freight, insurance, export, transit, import and other permits as well as certifications shall be borne by the Customer. The Customer shall also bear all types of taxes, duties, fees and customs. If the Customer wishes the Supplier to insure the transport on his account, then the Customer has to notify the Supplier in writing 5 business days before the delivery.

4.2 The Supplier reserves the right to adjust prices at any time before the Order Confirmation issued by the Supplier.

5. Terms and conditions of payment

5.1 Subject to specific written agreements, the terms and conditions of payment shall be in accordance with the price list.

5.2 Payments must be made by the Customer to the bank account designated by the Supplier, without the any deductions of cash discounts, expenses, taxes and fees. In the event of partial deliveries, the payment shall be performed in accordance with the scope of the individual delivery.

5.3 The payments shall be made even if non-significant parts are missing, provided this does not make it impossible to use the delivery, or if remedial work on the delivery proves to be necessary.

5.4 If the Customer is in breach of contract, in particular in the event of payment default, the Supplier shall be entitled to withdraw from the contract in accordance with the statutory regulations and to demand the restitution of the Products, without the Supplier being required to grant a period of grace.

6. Delivery periods

6.1 Delivery periods specified by the Supplier constitute reference deadlines. Delivery delays are possible, in particular as a consequence of production bottlenecks. The Supplier is entitled to make partial deliveries. Correct and punctual delivery by sub-suppliers is reserved.

6.2 If the deliveries of the Supplier are delayed, then the Customer shall be entitled to withdraw only if the delays were the fault of the Supplier and a reasonable period of grace for the delivery imposed by the Customer expires unused. Further rights of the Customer other than this right of withdrawal are excluded in any case.

7. Reservation of title

7.1 The Supplier shall reserve the title to the Products until all payments arising out of the business relationship with the Customer have been received in full.

7.2 Products that are subject to the reservation of title may not be pledged or transferred as collateral by the Customer before the payment has been made in full. In the event of pledges or other third-party access to these products, these must be reported by the Customer in writing without delay.

7.3 The Customer is entitled to resell the Products within the context of his ordinary business operations; for security purposes, however, at the time of the conclusion of the Agreement he herewith assigns to the Supplier all receivables from third parties to which he is entitled arising out of the resale (including value added tax) against his customers or third parties. The Customer also remains entitled to collect these receivables following assignment. This shall not affect the entitlement of the Supplier to collect the receivables himself. The Supplier undertakes not to collect the receivables insofar as the Customer fulfils his payment obligations, does not default, no petition to initiate insolvency proceedings is submitted and no other shortcomings in his creditworthiness are ascertained. If this is the case, however, the Seller may demand that the Customer reports the assigned receivables and their debtors to him, provides all information required for their collection, hands over the associated documents and reports the assignment to the debtors (third parties).

7.4 The Supplier shall release the securities to which he is entitled at the request of the Customer to the extent that the realisable value of the securities exceed the receivables that are to be secured by more than 10 %; the choice of the securities that are to be released remains reserved to the Supplier.

7.5 The Customer is obliged to handle the Products with care; in particular, he is obliged to insure these at his own expense against fire, water and theft. Insofar as maintenance and inspection works are required, the Customer must conduct these at his own expense in good time.

8. Checking and accepting the delivery
8.1 The Customer shall check the delivery within 5 business days and must report any possible defects to the Supplier in writing without delay. If the Customer fails to do this, the delivery shall be deemed to have been approved.

8.2 If the delivery proves not to be in accordance with the delivery agreement, then the Customer must promptly provide the Supplier with the opportunity to rectify the defects as quickly as possible (right to improvement).

8.3 Any further entitlement of the Customer due to defective delivery, in particular to compensation (incl. loss of profit), price reduction and dissolution of the Agreement, is excluded.

9. Packaging
Packaging shall be charged separately by the supplier and shall not be taken back. If this is designated as the property of the Supplier, however, it shall be sent back to the registered domicile of the Supplier, postage paid, at the expense of the Customer.

10. Transfer of benefit and risk
Benefits and risks shall be transferred to the Customer at the time of despatch to the Customer ex works. If there is a delay to the acceptance by the Customer, the goods shall be stored on the account and at the risk of the Customer, whereby the delivery obligation of the Supplier shall also be deemed to have been fulfilled.

11. Transport and insurance
11.1 Special wishes concerning consignment and insurance shall be reported to the Supplier at least 5 business days before the day of dispatch. The transport shall be performed on the account and at the risk of the Customer. Complaints relating to the transport shall be reported to the carrier without delay by the Customer upon receipt of the goods or freight documents.

11.2 The Customer shall be responsible for insuring the Products against damage of any possible kind. Even if an insurance policy is taken out by the Supplier, this shall be deemed to have been taken out on the account and at the risk of the Customer.

12. Warranty
12.1 The Supplier provides a 12-month warranty from the date of delivery (although only 6 months, if the Products are mostly deployed by the Customer in day and night operation) that the Products possess the agreed characteristics at the time of the transfer of risk. These characteristics shall be determined exclusively in accordance with the specific agreements reached between the Parties in writing.

12.2 The Supplier shall bear only the costs that arise out of the repair or replacement of the defective parts in his workshop. If the defective parts cannot be repaired or replaced in his workshop, notwithstanding the best efforts of the Supplier and for reasons for which he is not responsible, then all resulting additional costs shall be borne by the Customer.

12.3 The Supplier shall not be liable for defects caused by natural wear, inadequate maintenance, excessive utilisation, unsuitable fuel, chemical or electrolytic influences.

12.4 The Supplier shall not be liable if the Customer or a third party performs modifications or repairs on the Products without the written consent of the Supplier; furthermore if the Customer does not take suitable measures without delay to prevent the damage becoming larger and to enable the Supplier to rectify the defect.

13. User regulations

13.1 The Customer undertakes to observe and to adhere strictly to the regulations and instructions, consisting of the sheet enclosed with the consignments setting out instructions and safety regulations. The Customer furthermore undertakes to instruct and to supervise his personnel accordingly. The Customer undertakes to adhere strictly to the regulations attached to the goods (in particular the maximum revolutions).

13.2 In the event of the goods being resold, or any other making available thereof to third parties, the Customer undertakes to impose the obligations arising out of Section 13 upon the recipient, and moreover to hand over to the instructions and safety regulations of the Supplier to these third parties.

14. Final provisions

14.1 The assignment of rights or obligations of the Customer relative to the Supplier shall be subject to the prior written consent of the Supplier. In the event of failure to adhere to this provision, the Supplier reserves the right to withdraw from the delivery agreement by means of a written declaration and/or to demand compensation.

14.2 Amendments and supplements to the delivery agreement and/or to these GTC must be made in writing in order to be valid. This also applies to the amendment of this written form requirement.

14.3 If a provision of the delivery agreement and/or these GTC is wholly or partially invalid, then this shall not affect the validity of the remaining provisions. In this event, the Parties undertake to cause the invalid provision to be replaced by a valid provision that approximates as closely as possible to the economic purpose of the invalid provision. Corresponding rules apply in the event of any gabs or omission in the provisions.

14.4 The delivery agreement and these GTC are subject exclusively to substantive Swiss law, whereby the United Nations Convention on Contracts for the International Sale of Goods of 9 April 1980 (UN Sales Convention) and its amendments and supplements shall be excluded.

14.5 All disputes arising out of or relating to the delivery agreement and/or these GTC, including those relating to its valid establishment, its legal effect, its amendment or dissolution, shall be judged by the ordinary courts at the registered domicile of the Supplier. The Supplier shall, however, be entitled, to take legal action against the Customer at his registered domicile.

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