

GENERAL TERMS AND CONDITIONS OF VEROPE AG (GTC 19.09.2024)

In the event of linguistic discrepancies between the versions of the General Terms and Conditions, the German version shall always prevail.

1. Scope

1.1

These General Terms and Conditions (hereinafter referred to as GTC) apply to all deliveries, services and offers of Verope AG with its registered office in CH-6300 Zug, Switzerland (hereinafter referred to as the Seller), unless they are expressly amended or excluded in writing. Deviating general terms and conditions are not recognized and do not become part of the contract even without an explicit, written objection by the seller.

2. Conclusion of the contract, prices, packaging costs, shipping, transport insurance

2.1

Seller's offers are non-binding.

The contract shall be deemed to have been concluded if, after placing an order, the Seller has sent a written declaration of acceptance or order confirmation, if necessary within the period set by the Buyer. If the Seller has set an acceptance deadline when submitting a written and binding offer, the contract shall be deemed to have been concluded if the Buyer has sent a written declaration of acceptance before the expiry of the deadline, provided that it is received no later than three days after the expiry of the deadline. Statements in text form that are transmitted or recorded by e-mail are considered written statements by a party.

2.2

The documents belonging to an offer, such as illustrations, drawings, weights and dimensions, service and other property descriptions as well as other information about contract products and services, are only approximately binding. The seller's catalogs are constantly being revised. The rights to Product changes or modifications are reserved by the Seller. Certain characteristics of the goods to be delivered are only considered guaranteed if this has been expressly agreed in writing. A reference to standards or agreed specifications or to the seller's catalogue of goods alone contains only a more detailed description of the goods or services and no assurance of characteristics.

2.3

All prices are valid ex works of the producer designated by the Seller plus customs duties, duties, VAT, sales tax and similar plus packaging (see 3.1). Price increases due to material or wage cost increases are reserved. In the absence of a special agreement, packaging is at the seller's discretion against calculation of the cost price.

2.4

The shipment of goods is at the expense and risk of the buyer. Transport insurance is only taken out at the special request of the buyer and at the buyer's expense.

3. Delivery, assumption of risk

3.1

In the absence of any other written agreement, deliveries are made ex works of the producer designated by the seller (EXW- Incoterms 2020 - cf. No. 2.3). Deviating clauses shall be agreed and interpreted in accordance with the relevant Incoterms of the International Chamber of Commerce in Paris.

3.2

Partial deliveries are permissible and must be paid on a pro rata basis.

3.3

In the case of export contracts, the buyer assumes the guarantee for shipment to the customs country and the use there. He must provide the appropriate proof upon request.

3.4

The benefit and risk shall pass to the buyer when the goods are made available ex works by the producer designated by

the seller at the time of delivery, but at the latest upon acceptance.

4. Delivery Time, Delays

4.1

Specified delivery dates are usually non-binding and only binding if this is expressly agreed in writing. The delivery period begins with the dispatch of the order confirmation, but not before the documents, licenses, permits and other formalities to be procured by the buyer have been submitted, nor before the agreed advance payments have been made.

4.2

In the event of a delay in delivery for which the Seller is responsible, the Buyer may, after the expiry of 4 weeks, claim damages in the amount of 0.5% - but not more than 5% - of the value of the part of the delivery that cannot be used as intended as a result of the delay for each additional completed week of delay, to the exclusion of further claims for verifiable damages.

4.3

Insofar as the maximum amount of damages pursuant to No. 4.2 has been reached, the Buyer may, after setting a reasonable grace period, declare the cancellation of the contract with regard to the delayed part under threat of rejection of delivery, if the Seller does not comply beforehand. No. 7.5 shall apply mutatis mutandis.

4.4

Specifications and call-offs must be made by the buyer in good time so that the time necessary for production and delivery is available until the final acceptance date. If a delivery time has been agreed according to time units (weeks, months), it begins on the day of dispatch of the order confirmation. Changes to the contract that may affect the delivery time will result in its appropriate extension. If the buyer is in default with a material obligation arising from the contractual relationship, the seller is entitled to extend the delivery period by the period of delay. No. 5 shall apply mutatis mutandis.

5. Acceptance, call-off orders

5.1

Deliveries, even if they have insignificant defects, are to be accepted by the buyer without prejudice to his rights to defects. The buyer bears the costs for storage, insurance, protective measures, etc. incurred as a result of a late acceptance. Without special proof, he must pay at least 1% of the order value per week of delay, but no more than 5%. The Seller may set the Buyer a reasonable deadline for acceptance in writing if the Buyer does not accept the goods by the time of delivery. The seller's right to demand the purchase price remains unaffected. After the expiry of the deadline, the seller may waive the subsequent performance by means of a written declaration and either demand compensation for the damage resulting from the non-performance or withdraw from the contract in whole or in part and demand damages.

5.2

Supply contracts without a fixed delivery date ("on call") are only possible in exceptional cases and with express written agreement. The seller confirms the date from which the delivery can take place. In the absence of an express agreement to the contrary, the goods shall be available on call for a period of no more than one year. After this period, the seller is entitled to deliver. Retrievals must be announced at least 2 weeks in advance.

6. Payment and late payment

6.1

In the absence of a different agreement, all payments must be made by advance payment or the provision of an irrevocable and confirmed letter of credit no later than 3 weeks before the delivery date. The uniform guidelines and customs for documentary letters of credit of the International Chamber of Commerce Paris apply. Unless otherwise agreed in writing, all payments shall be made at the Seller's

discretion in Swiss francs or in euros without deduction free of charge to the Seller's paying agent. Bills of exchange or cheques are only accepted on account of performance.

6.2

If the buyer does not meet an agreed payment date, he will be in default without a reminder. In the event of late payment (default of payment), the seller is entitled to charge interest in the amount of 10% from the day of maturity (the seller may suspend the execution of the contract in this respect). If the buyer is in default with the payment of the purchase price, the seller may set him a reasonable period of time for subsequent performance in writing. If the performance is not fulfilled by the expiry of this period, but no later than one month after the due date, the seller may waive the subsequent performance by written declaration and either demand compensation for the damage resulting from the non-performance or withdraw from the contract in whole or in part and demand compensation and reclaim the goods handed over.

6.3

Creditworthiness, late payment

If special circumstances give reasonable cause for doubts as to the creditworthiness of the buyer, all claims arising from the business relationship become due immediately and the seller is entitled to demand delivery against advance payment as well as advance payment before production release. Sentence 1 shall also apply in the event of default of payment by the buyer under any contract. If partial payment has been agreed and the buyer remains in arrears with an amount of more than 10% of the outstanding purchase price, the entire remaining amount is due for payment immediately.

7. Responsibility for the contractility of the goods

7.1

Duty to investigate and complain

The buyer must inspect the goods immediately upon receipt. In doing so, he must proceed in accordance with the recognised rules of technology. In any event, he shall lose the right to invoke a lack of conformity if he does not notify the seller in writing and specify it in writing within three working days / immediately after the date on which he discovered or should have established it. The buyer must ensure that all evidence is secured after consultation with the seller.

7.2

Treatment and storage

It is the buyer's responsibility to provide proof of careful handling and proper and dry storage of the goods.

7.3

Repair, replacement delivery

If the goods are not in conformity with the contract, the seller may remedy the lack of conformity at his discretion by rectification or replacement delivery within 4 weeks of the buyer's request, even in the case of significant defects. The repair can also be carried out by the buyer after consultation with the seller and takes place at the contractually determined location of the recipient. If the place of the recipient differs from the place of business of the buyer, this must be disclosed to the seller. Otherwise, the higher costs incurred as a result will not be covered. The buyer is obliged, within the scope of what is reasonable, to cooperate in the rectification against reimbursement of costs and in accordance with the instructions of the seller.

7.4

Reduction, cancellation of the contract

If the Seller does not remedy a lack of conformity in accordance with No. 7.3 by rectification or replacement, the Buyer may reduce the purchase price appropriately. If it is a material lack of conformity, the buyer may set a final deadline for performance and demand cancellation of the contract after its fruitless expiry.

7.5

Exclusion of compensation for further defect damage

Except as provided in Sections 4.2, 4.3 and 7.1 to 7.4, the Seller shall not be responsible for any lack of conformity or

damages and shall not owe any damages. This applies to any damage caused by defects, including loss of production, loss of profit or other indirect damage (damage that did not occur to the delivery item itself, such as consequential damage). The seller is only liable for unlawful intent or gross negligence or based on the Product Liability Act.

7.6

Customary deviations, design changes, deviations in quantities, masses, quality, weights and the like are permitted within the scope of customary trade. Equivalent design changes and product changes are reserved.

7.7

Observance of the Seller's instructions

The Buyer must comply with the Seller's instructions on the further processing or application of the Contract Products, otherwise claims for defects will not be accepted.

7.8

If parts or material are delivered by the buyer for processing or as a provision for the processing of an order, no technical inspection of the incoming goods for non-obvious defects will be carried out unless expressly agreed otherwise.

8. Quantity tolerances, tools, plans, sales documents

8.1

Quantity tolerances are allowed for standard items of the seller according to catalog up to the amount of 3% and for special (customer-specific) parts up to the amount of 10% unless explicitly differently agreed in writing

8.2

Production moulds or tools which the buyer makes available to the seller for the execution of his order and which are substantially changed by the seller cannot be demanded from the buyer. The Seller shall be entitled to dispose of such production moulds and tools and tools manufactured for special (customer-specific) parts at its discretion and without compensation after the expiry of one year after the execution of the last order. This also applies with regard to a component of the tool costs invoiced. All rights from items not originating from the buyer remain with the seller, even if the buyer has assumed acquisition costs.

8.2

All rights to tools, drawings, designs and plans manufactured by the seller, in particular patent, copyright and inventor rights, belong exclusively to the seller. All sales documents, such as catalogues, sample books, price lists, etc., which are made available to the buyer, remain the property of the seller and must be returned on request (cf. No. 2.2).

9. Responsibility for ancillary duties

The Seller shall only be liable for the fulfilment of the contractual or pre-contractual ancillary obligations in accordance with the provisions of No. 4, 7 and 11.

10. Non-delivery

If the Seller becomes completely or partially unable to deliver, the Buyer or Seller may declare in writing the cancellation of the contract with regard to the undelivered part. Nos. 7.5 and 13 shall apply mutatis mutandis.

11. Force majeure

11.1

Each party shall not be liable for the failure to comply with any of its obligations if the failure is due to an impediment beyond its control or, in particular, to one of the following reasons: fire, natural disasters, war, seizure, export ban, embargo or other official measures, general shortage of raw materials, restriction of energy consumption, labour disputes or if suppliers fail to conform on any of these grounds consist.

11.2

Each party may terminate the contract by written notice if its performance is prevented for more than 6 months in accordance with No. 11.1.

12. Other Seller's Responsibilities

Unless expressly stipulated in these GTC, all further contractual or statutory claims against the Seller, in particular for the cancellation of the contract, reduction or replacement of damages of any kind, including those damages that have not occurred to the delivery item itself, such as consequential damages, etc., are excluded. No. 7.5 sentences 3 and 4 shall apply mutatis mutandis.

13. Prescription

Any claims by the buyer due to lack of conformity shall become time-barred within six months of the transfer of risk (No. 3). The seller's liability is limited to any lack of conformity that occurs within this period.

14. Ownership

14.1

All delivered goods remain the property of the seller until all claims arising from the business relationship have been paid in full. This also applies if some or all of the seller's receivables are included in a current invoice and the balance has been drawn and acknowledged. If the validity of the retention of title is subject to special conditions or laws in the country of destination, the buyer is responsible for compliance with them. The buyer is entitled to resell the goods in the ordinary course of business provided that the claims from the resale are transferred to the seller as follows: The buyer assigns to the seller all claims with all ancillary rights that arise from the resale against the buyer or against third parties, regardless of whether the goods subject to retention of title are resold before or after processing. The buyer is also authorised to collect these claims after the assignment. The seller's powers to collect the claims himself remain unaffected by this. The seller undertakes not to collect the receivables himself as long as the buyer duly meets his payment obligations. The seller may demand that the buyer inform him of the assigned claims and their debtors, provide all the information necessary for collection, hand over the relevant documents and notify the debtor of the assignment. If the goods are resold together with other goods that do not belong to the Seller, the claim of the Buyer against the Buyer in the amount of the delivery price agreed between the Seller and the Buyer shall be deemed to have been assigned. The Buyer also authorises the Seller to register his property in the relevant register of retention of title in Switzerland and abroad, if the Seller wishes to do so.

14.2

The buyer assists the seller in any measures necessary to protect the seller's property in the country in question. The buyer shall inform the seller immediately if there is any danger to the seller's property. This applies in particular to orders by third parties or official measures.

14.3

The Seller shall be entitled to take back the goods subject to retention of title in the event of breach of contract by the Buyer, in particular in the event of default of payment.

14.4

The Buyer shall maintain the delivered items at his own expense during the period of retention of title and insure them against theft, breakage, fire, water and other risks in favor of the Seller.

14.5

If the value of the collateral exceeds the claims to be secured by more than 10%, the Seller shall release collateral of its choice upon request.

14.6

In the event of combination, processing or transformation of goods subject to retention of title, even together with other items not belonging to the seller, the seller acquires co-ownership of the new item in the amount of the invoice value of the goods subject to retention of title in relation to the total

value of the new item at the time of processing. No. 14.1 to 14.5 also apply to the new item.

15 Miscellaneous

15.1

The seller is entitled to transfer rights and duties to subsidiaries and/or trading partners and assign purchase price claims to the seller's banks.

15.2

Changes, additions and other ancillary agreements to these GTC or to concluded contracts must be made in writing.

15.3

A contract concluded on the basis of these GTC remains binding even if individual conditions are invalid.

15.4

The buyer has rights of set-off or retention only with regard to legally established claims.

15.5

Trademarks, trade names, marketing, industrial property rights of the seller

The buyer may only use or register trademarks, trade names and other signs and property rights of the manufacturer or the seller with prior written permission and only in the interest of the seller.

15.6

Intellectual property rights of third parties

The buyer is responsible for ensuring that the intellectual property rights of third parties are not encroached upon on the basis of his instructions regarding shapes, dimensions, colours, weights, etc. The Buyer shall indemnify the Seller against all claims by third parties due to infringement of the aforementioned industrial property rights, including all judicial and extrajudicial costs, and, if desired, support him in any legal dispute.

16. Export controls and sanctions

The Buyer undertakes to take note of and comply with all national and international laws, regulations, regulations, sanctions and embargoes (as amended from time to time) relating to export and re-export. The fulfilment of the contract on the part of the Seller is subject to the proviso that there are no obstacles to the fulfilment due to national or international export law regulations as well as no embargoes and/or other sanctions.

17. Compliance with the law

The observance and implementation of the relevant foreign trade regulations (e.g. import licenses, foreign exchange transfer permits, etc.) and other laws applicable outside Switzerland is the responsibility of the buyer.

18. Secrecy

The Buyer undertakes to treat confidentially all documents, information, aids and software received in connection with contracts between the Buyer and the Seller that are not generally accessible, even after the termination of the Agreement. Disclosure of this information to third parties is prohibited.

19. Use of data, protection of personal data

19.1

The Seller and the Buyer are aware that the conclusion and performance of the contract between the parties may result in the processing of personal data about the Buyer. The buyer hereby consents to the processing of this data in the context of the processing of the business relationship.

19.2

The Buyer acknowledges that the

Information, information and documents may also be stored outside Switzerland. They may be disclosed to companies affiliated with the seller as part of the performance of the contract.

20. Place of Performance, Applicable Law and Place of Jurisdiction

20.1

The place of performance for payments by the Buyer is CH-6300 Zug/Canton Zug (Switzerland) and for deliveries by the Seller the factory of the producer designated by the Seller.

20.2

These General Terms and Conditions as well as all contracts concluded under these Terms and Conditions are subject to the substantive law of Switzerland. The United Nations Convention on International Contracts for the Sale of Goods (CISG) of 11.04.1980 is expressly excluded.

20.3

All disputes arising out of or in connection with contracts based on these GTC shall be decided by the state courts having jurisdiction at the Seller's registered office.

20.4

In any case, the seller is also entitled to appeal to the courts with jurisdiction over the buyer's registered office. In this respect, the jurisdiction under No. 20.3 does not apply.

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