

1. Contracting Parties

- 1.1 The service provider is SSC AG, hereinafter referred to as "Supplier", the recipient of services is the company named in the offer/order confirmation, hereinafter called the "Buyer".
- 1.2 These General and Conditions of Delivery and Service are a component of all contracts concluded with the Supplier, inasmuch as something else is not agreed in writing.
- 1.3 Any deviating purchasing conditions of the Buyer are hereby rejected. To become legally effective, they require the explicit written recognition of the Supplier. Nor do they become a component of the contract if the Supplier carries out the delivery without reservation.

2. Offers / Contractual conclusion

- 2.1 A contract is concluded when the Buyer explicitly accepts the Supplier's offer (order). Generally, the order is confirmed by the Supplier in writing (order confirmation).
- 2.2 The Supplier is only obligated by its signed declaration.
- 2.3 The acceptance of the offer by the Buyer inherently includes recognition of the present Conditions of Delivery and also excludes other purchasing and business conditions of the Buyer, even if the Supplier does not contest these.
- 2.4 Offers that do not include a validity period are valid for 3 months.
- 2.5 Indications of weights and volumes for material and / or packaging made in offers / order confirmations are not binding
- 2.6 Obvious typing and calculation errors in the offer can be corrected by the Supplier at any time, also after the Buyer's acceptance.

3. Documentation

- 3.1 The figures, sketches, drawings, schema, descriptions, etc. that belong to the Supplier's offer are only binding inasmuch as this is explicitly warranted in the offer.
- 3.2 The Supplier reserves all rights (including copyrights, trademarks, and patent rights) to plans, technical documents, etc. that are handed out to the Buyer. Such documents may not be made accessible to third parties without prior written authorisation from the Supplier.

4. Prices

- 4.1 Inasmuch as something else is not specified, our prices are in EUR (euro) FCA CH-9403 Goldach. If shipping is organised by the Supplier at the Buyer's request, the costs for shipping, customs, insurance, and similar will be invoiced separately. If the Supplier has offered a carriage paid price, this is understood to be DAP (In-terms) duty unpaid, untaxed, if not otherwise agreed; delivery location in accordance with the Supplier's offer; if there is none, it is the Buyer's headquarters.
- 4.2 For deliveries in Switzerland, value-added tax will also be invoiced and accounted for in the bill at the rate then valid. For deliveries abroad organised by the Supplier, billing will occur without value-added tax. In the event of retrieval by foreign customers, the Supplier reserves the right to bill for value-added tax.
- 4.3 In the event of any changes to existing import and export provisions, the Supplier reserves the right to adjust the deliveries to the new conditions and, if increased costs result, to increase the price accordingly. The Supplier is also entitled to make appropriate price adjustments even after the conclusion of the delivery agreement in the following cases:

- a.) In the event of changes to the scope of delivery and / or service
- b.) if the stipulated delivery date is delayed by more than two months for reasons for which the Supplier is not responsible. Such reasons include, for example: missing technical information, subsequent requested changes in the execution or scope of delivery, non-compliance with the stipulated payment conditions or force majeure.

5. Payment conditions

- 5.1 Inasmuch as no other agreement has been made, the following payment conditions apply: strictly net, without deduction, payment within 30 days of invoice date. Unjustified deductions will be recharged.
- 5.2 If the stipulated payment period elapses without result, default of payment begins automatically after receipt of a written reminder. The Supplier reserves the right to invoice the statutory default interest or, if something else has been agreed, the contractual default interest, from the date of default. All costs of the Supplier associated with the default of payment, especially the costs for prosecution, will be added to this.
- 5.3 The retention or reduction of payments is inadmissible, even if the Buyer assesses the delivery object as defective or if its customer is in default of payment. Counter-claims of the Buyer may only be offset against the claims of the Supplier when an explicit written agreement is present.
- 5.4 If the Buyer does not comply with the stipulated payment conditions or is unable to pay, the Supplier has the right to immediately withdraw from the Delivery Agreement and assert damage compensation claims or to declare all outstanding claims, without regard to whether they are due, as expired and to collect them immediately, at its choice. In the process, all collection expenses are at the expense of the Buyer.

6. Retention of title

- 6.1 The Supplier retains title to the entire delivery until it has received the payments in accordance with the agreement in full.

In the event of measures that are necessary to protect the property of the Supplier, the Buyer is obligated to cooperate; it especially authorises the Supplier, with the conclusion of the agreement, to perform the entry or reservation of the retention of title in public registers, books, or similar records in accordance with the applicable state laws and to fulfil all similar formalities at the expense of the Buyer.

- 62 The Buyer will maintain the delivered objects at its expense for the duration of the retention of title and insure them for the benefit of the Supplier against theft, breakage, fire, water damage, and other risks. It will also take all measures to ensure that the title claim of the Supplier is neither impaired nor abolished.
- 7. Delivery conditions**
- 7.1 The Supplier shall deliver in accordance with the version of INCOTERMS applicable at contractual conclusion. In the absence of a specific delivery clause in the agreement, the delivery shall occur FCA.
- 72 The scope of the delivery and all associated services is determined exclusively by the written offer or order confirmation. Deliveries and/or services that are not contained therein will be charged separately.
- 73 The Supplier is entitled to perform unilateral changes to the delivery if such changes objectively lead to improvements, the character of the product is retained, and the agreed purchase price is unchanged.
- 74 The Supplier is entitled to make partial deliveries, as long as something else has not been agreed specifically.
- 8. Delivery period**
- 8.1 The indications of the delivery periods are valid for the completion of the delivery item in the works of the Supplier. Only delivery periods set in the written offer or order confirmation are binding. The delivery period begins when all technical data of the order has been clarified and as soon as the payments or equivalent securities to be performed for the order have been made.
- 82 The delivery period is considered to have been kept if a notification of readiness for shipment is sent to the Buyer by the time it elapses.
- 83 The stipulated delivery period can be appropriately extended by the Supplier under the following prerequisites:
- a) if the Buyer has not complied with its contractual obligations, such as the payment conditions;
 - b) if the technical information necessary for the production of the delivery item has not been provided punctually or has been changed subsequently;
 - c) if the Supplier is affected by one of the following events, which it could not avoid despite taking all reasonable care: force majeure, epidemics, mobilisation, war, riots, strikes, lockouts, fire, delayed delivery of important parts by subcontractors that were required of the Supplier by the Buyer, major disruptions of operations, official prohibitions against imports, exports, and transit, or similar impediments. The service obligation of the Supplier lapses as long as the event named above persists. The Buyer must take due consideration of circumstances that subsequently affect the Supplier. The dissolution of the agreement by the Supplier in accordance with clause 5.4 and 13 of the conditions of sale remains reserved.
- 84 Inasmuch as there is no opposing written agreement, the Buyer may not assert the right to withdraw from the agreement or a claim to interest for delay or compensation for direct or indirect penalties for delay on the basis of delayed deliveries.
- 9. Transfer of risk**
- 9.1 The benefit and risk transfer to the Buyer in accordance with the agreed delivery clause (INCOTERMS) or, inasmuch as nothing specific was agreed, at the time the notification that the delivery is ready to be picked up is sent (notification of readiness for shipment).
- 92 If the handover of the delivery item that is ready for shipment is delayed due to the Buyer or shipment is impossible for reasons for which the Supplier is not responsible, the risk transfers to the Buyer at the time that was originally intended for the handover ex works, and the Supplier will undertake the storage of the delivery time for a period it views as reasonable at the expense and risk of the Buyer for the standard fee in or outside of its works. Afterwards, it is entitled to its choice of whether to freely dispose of the delivery item at the cost and expense of the Buyer or to immediately withdraw from the agreement. All associated damages shall be borne by the Buyer.
- 10. Shipping and insurance**
- 10.1 The Buyer is responsible for shipping and insurance.
- 10.2 Objections in connection with the shipping shall be directed to the last carrier by the Buyer in writing immediately upon receipt of the delivery or shipping documents. The Supplier shall be informed of this.
- 11. Inspection of the acceptance of the deliveries**
- 11.1 The Supplier will inspect the deliveries and/or services inasmuch as this is standard before shipping. If the Buyer requests additional inspections, these shall be arranged separately and paid for by the Buyer.
- 11.2 The Buyer shall inspect the deliveries and/or services immediately, but no later than within 10 days and shall immediately inform the Supplier of any defects in writing. If it omits to do so, the deliveries and/or services will be considered to have been approved.
- 11.3 The Supplier shall eliminate the defects of which it is informed pursuant to clause 11.2 as quickly as possible, and the Buyer shall give it the opportunity to do so.
- 11.4 Defects of any kind in the deliveries and/or services do not entitle the Buyer to any rights or claims except for those explicitly named in this clause 11 and in clause 12 (Warranty).
- 12. Warranty**
- 12.1 Inasmuch as reasonable and necessary in the judgement of the Supplier, every delivery item will be inspected for functionality before shipment. Special inspections or acceptance inspections shall be arranged in writing at contractual conclusion.
- 12.2 The warranty period is twelve months and begins with the notification of readiness to ship.
- 12.3 The warranty only extends to the characteristics guaranteed by the Supplier in writing and to faultless material and functionality of the delivery item. The approval of plans, calculations, or drawings by the Buyer excludes later warranty coverage for all recognisable defects.
- 12.4 During the warranty period, the Supplier is obligated, after written notice of defects by the Buyer, to either improve or replace, at its choice, parts that are demonstrably defective through fault of the Supplier. The Supplier shall bear costs for repair incurred in its works. If repair in the works of the Supplier is not possible, it shall bear the costs up to the amount that it would have incurred had the repairs been performed in its works. The remaining sum, including any travel and accommodation expenses, shall be paid by the Buyer.
- 12.5 Replaced parts become the property of the Supplier. These shall be sent back by the Buyer at the Supplier's request within 3 months from the installation of the new parts. The freight and insurance costs and any customs and taxes when crossing borders into Switzerland shall

- be borne by the Supplier, while the packaging costs shall be borne by the Buyer.
- 126 For replaced or repaired parts, the warranty period begins anew and lasts for 6 months from the replacement, closing, or repair or acceptance, but no longer than until the expiration of a period that would be twice the warranty period in accordance with clause 12.2.
- 127 Claiming the warranty on the part of the Buyer requires that the Buyer has fulfilled all its contractual obligations in full, especially the stipulated payment conditions. The warranty lapses if the Buyer performs changes or repairs to the delivery item without written approval or has them performed by a third party.
- 128 Parts that are subject to natural wear, other damages due to incorrect or negligent maintenance, non-compliance with operating instructions, excessive load, unsuitable operating material (e.g. cleaning and lubricating material), improper assembly and maintenance, force majeure and other reasons for which the Supplier is not responsible are exempt from the warranty.
- 129 For deliveries and/or services of subcontractors that are prescribed by the Buyer, the Supplier only assumes warranties in the context of the warranty obligations of the subcontractors concerned. The Supplier is entitled to assign these warranty claims to the Buyer, whereby it is freed from its warranty obligations in full.
- 1210 For claims of the Buyer from defective advice or breach of any secondary duties, the Supplier is only liable in the event of illegal intent or gross negligence.
- 1211 The withdrawal of the Buyer from the agreement for an unimportant reasons and any further liability, especially for subsequent damages, is explicitly excluded.
- 13. Termination of contract**
- 131 If unforeseen events significantly affect the content of the deliveries and/or services, or in the event of subsequent impossibility to perform services, the delivery agreement shall be adjusted accordingly. Inasmuch as an adjustment is not economically reasonable, the Supplier has the right to dissolve the entire agreement or the affected parts of the agreement.
- 132 If the Supplier wishes to use its right to terminate the agreement, it undertakes to inform the Buyer of this without delay. In the event the agreement is terminated, the Supplier has a claim to compensation for deliveries and/or services that have already been performed. Damage compensation claims of the Buyer due to such termination of the agreement are excluded.
- 133 If it becomes known to the Supplier after contractual conclusion that the Buyer is in a poor financial situation that could endanger contractual fulfilment or is in danger of entering such a situation, it may demand a security for the service or withdraw from the agreement while charging for expenses that have already been incurred.
- 14. Provisions in the destination country**
- 14.1 The Buyer shall inform the Supplier no later than with the order of the provisions and standards in the destination country that relate to the execution of the deliveries and services, operations, and accident prevention.
- 142 In the absence of an agreement to the contrary, the deliveries and/or services correspond to the provisions and standards typically followed by the Supplier.
- 15. Data protection**
- The interaction with personal data is described in the Supplier's Privacy Policy and can be viewed on the website. The Privacy Policy is an integral component of these GTC.
- 16. Court of jurisdiction and applicable law**
- 16.1 The court of jurisdiction for all disputes from or in connection with this Delivery Agreement is the legal domicile of the Supplier. However, the Supplier is also entitled to sue the Buyer at its legal domicile.
- 162 The legal relationship of the Parties is subject to Swiss law under exclusion of United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 17. Ineffectiveness of contractual provisions**
- 17.1 If a provision of the delivery agreement is ineffective, the remaining content of the agreement continues to apply accordingly. The invalid provision shall be replaced such that the new provision comes as close as possible to the invalid provision.