

### Scope of Application

The general terms and conditions (GTC) apply to all contracts for deliveries and other services as well as work contracts for productions and construction contracts with Vertical Technik AG, Frenkendorf (VT-AG). Other agreements, in particular other general terms and conditions, are only legally effective if they are recognized by VT-AG in writing as part of the contract.

The present GTC forms an integral part of the individual contractual relationship between VT-AG and the contractor. These GTC were sent or made accessible to the contractor before the signature of the contract and he accepts them to their full extent.

### Offers

The offers from VT-AG are non-binding. The information about dimensions and weights contain approximate values customary in the company and this branch of business. We reserve the right to make changes to products and services.

### Unfair competition

Using specific information from an offer from VT-AG to obtain further offers from competitors is not permitted. This applies in particular to submitted documents such as the offer itself or the plans, sketches, calculations or execution proposals contained therein. This information may not be shown, provided or otherwise made accessible to third parties.

### Conclusion of contract

The contract is deemed concluded when the contractor accepts the offer and it is confirmed by VT-AG with the delivery of the order confirmation. If the order confirmation does not conform with the intention of the contractor, he must complain about it within 5 working days of delivery.

### Delivery times

The delivery times must be requested from VT-AG or they will be announced on the offer/order confirmation. In the case of larger orders, VT-AG is entitled to make partial deliveries.

### Construction periods

Construction periods specified in the offer correspond to the average expected expenses and periods, which were estimated on the basis of the planning or the on-site inspection. Delays do not entitle the contractor to withdraw from the contract or to claim damages. Delays are reported to the contractor as soon as they can be identified. The beginning of the work, as far as this has not been defined in a binding way, depends on the availability of the professionals and equipment.

### Performance obligation of the contractor

The contractor is responsible for ensuring that all necessary permits, plans, drawings, clarifications, etc. are available or have been obtained at the agreed start of construction. The existence of these documents and permits may be assumed by VT-AG without explicit control. Delays caused by the lack of such documents or permits will be charged separately. The additional costs depend on the number of workers, storage, travel and transport costs. A 230v/380v power connection and a water connection must also be provided by the contractor.

### Transports

Any agreed transports will be listed separately in the offer or order confirmation. The loading of the goods at the worksite of VT-AG in CH-4402 Frenkendorf is included in the price. Transport costs, customs clearance and transport insurance as well as the unloading charges at the destination are borne by the contractor.

### Force majeure

Delays due to force majeure release VT-AG from its obligations. Any additional expense will be invoiced in an appropriate amount.

### Defects

If possible, defects will be rectified by VT-AG through repairs. Withdrawal from the contract (redhibition) is excluded in any case.

### Guarantee and compensation

VT-AG grants a 24-month guarantee from the date of delivery of the processing of the materials used by VT-AG. If a maintenance contract is concluded that begins on the day of acceptance, the guarantee period is 60 months.

Changes made by the buyer or third parties, normal wear and tear, improper handling, use of force, vandalism and poor maintenance are excluded from the guarantee.

The warranty obligation is not triggered by minor deviations from the target appearance, which are irrelevant for the value and usability of the devices. Wearing parts as well as products which the customer partially or completely self-assemble are also excluded from the guarantee.

VT-AG's guarantee services relate to the replacement of the value of the goods, but not to labour costs and associated charges (dismantling, assembly, trips, transport, expenses). In cases in which the contractor was wholly or partially involved in the assembly, the guarantee services are limited to the services provided by VT-AG itself. Repair services on devices or systems that were not manufactured by VT-AG are also excluded from the guarantee.

If the customer requests a bank or insurance guarantee for 2 years (guarantee period) or for another period of time, the costs for this are to be borne by the customer.

### **Liability**

VT-AG is only liable for intentional and grossly negligent conduct. In particular, there is no liability for lost profits due to late delivery and completion or construction delays. The limitation of liability also applies to the conduct of employees and assistants of VT-AG.

If VT-AG carries out works according to drawings and plans from customers, VT-AG is only liable for correct implementation in accordance with these, but not for the correctness or suitability of the plans and drawings. A further liability and claims for damages for any delays or lost profits is excluded.

### **Accidents**

VT-AG assumes no liability for accidents that occur in connection with the operation of products from the production of VT-AG. It is the responsibility of the operator to take appropriate safety precautions and to ensure the maintenance of the system. If helpers are provided by the customer, the contractor is responsible for insuring these helpers.

### **Prices**

For orders from a catalogue or online shop, VT-AG reserves the right to invoice these at the prices valid on the day of the order. Prices according to offers are valid for 30 days. We reserve the right to prior sale, interim rental or unexpected price changes of the raw material. The prices are quoted in Swiss Francs plus the statutory VAT.

### **Unforeseeable events**

VT-AG is entitled to charge additional costs which were not known or could not have been known at the time the offer was prepared. If the expected additional cost exceeds 10% of the offered costs, the contractor will be informed by VT-AG of the additional costs as soon as it is apparent. Delays in assembly and dismantling work are charged at the current hourly wage per person and hour.

### **Terms of payment**

All prices of VT-AG are non-binding Ex Works CH-4402 Frenkendorf. The list prices do not include assembly and transport costs. The order amount is due within 30 days net of the provision of the service.

In the case of deliveries to private individuals, associations and abroad, 100% of the order amount is required in advance, unless otherwise stated.

### **Cash discount and rebate**

Cash discounts & rebates are only granted with a written agreement. Wrongful deductions will be charged.

### **Default of payment**

In the case of default of payment, default interest of 6% or the statutory interest rate is owed from the due date. The reminder fees are CHF 50 per reminder.

### **Reservation of proprietary rights & Right of retention**

The delivered goods shall remain the property of VT-AG until completely paid for. In the case of additional cost (e.g. return transport) the costs will be invoiced according to the expenses.

### **Conditions**

Specific conditions are necessary for different business areas, which are defined in the form of conditions. These conditions take precedence over GTC in any case.

### **Applicable law & Place of jurisdiction**

The legal relationship shall be governed by Swiss law. The Vienna Agreement on the International Sale of Goods (UN Sales Convention) is not applicable to international transactions. However, VT-AG reserves the right to prosecute the contractor at his place of residence.

The Place of Jurisdiction is 4410 Liestal.