

General Terms and Conditions of Sale and Delivery

1. General Provisions

- 1.1.** These General Terms and Conditions of Sale and Delivery exclusively apply to all current and future business transactions between FORTEC SWITZERLAND AG and the purchaser, even if they are not explicitly referenced in individual orders. The application of other conditions sent by the purchaser or printed on their documents is excluded unless otherwise agreed in writing. Any amendments to these General Terms and Conditions made by the purchaser are only valid if FORTEC SWITZERLAND AG confirms them in writing.
- 1.2** Offers from FORTEC SWITZERLAND AG are non-binding. Orders and purchase agreements are only deemed accepted once a written order confirmation has been issued by FORTEC SWITZERLAND AG.

2. Prices and Terms of Payment

- 2.1.** Prices from FORTEC SWITZERLAND AG are fixed prices. However, we reserve the right to apply prices valid on the day of delivery in the event of changed cost conditions. Both parties have the right to withdraw from the contract for goods not yet in production.
- 2.2.** Unless otherwise agreed, prices are in Swiss Francs, exclusive of VAT, and apply Ex Works (EXW) Würenlos, unpackaged, customs cleared, based on the official middle exchange rate and valid customs tariff applicable at the time of delivery with the supplier's country. Deviations require written agreement. Any increase of existing or introduction of new government charges (taxes, duties, etc.) after submission of our offer shall be borne by the purchaser. If our offer includes a currency clause, we are entitled, but not obliged, to adjust the price based on the exchange rate applicable at the time of delivery without granting the purchaser a right to withdraw.
- 2.3.** Invoices are payable net, without deductions, no later than 30 days from the invoice date. Checks are only considered payment once definitively cleared and credited.
- 2.4.** Late payments entitle FORTEC SWITZERLAND AG to charge default interest of 5% after the due date without further notice.
- 2.5.** In the event of default, FORTEC SWITZERLAND AG may set a grace period and, if full payment is not received within this period, declare the contract void, demand the return of any delivered goods or services, and claim damages.
- 2.6.** The purchaser is not entitled to withhold payments due to counterclaims or defects. Offsetting is excluded.

3. Delivery and Acceptance

- 3.1.** Stated delivery times are non-binding unless otherwise agreed in writing.
- 3.2.** Unless otherwise agreed, the place of fulfillment is the registered office of FORTEC Switzerland AG.
- 3.3.** Risk passes to the purchaser upon contract conclusion.
- 3.4.** Our indications regarding weights, dimensions, and packaging are approximate and non-binding.
- 3.5.** Unless a specific acceptance procedure is agreed upon, the customer shall inspect all products and services themselves. Products and services are deemed accepted if no defect notification is received within 30 days of delivery or if they are used for more than 20 working days.
- 3.6.** If the purchaser fails to accept the ordered goods or does not call them off on time as agreed, they will be given a final deadline and deemed in default of acceptance. If the goods are still not called off, the purchaser shall pay FORTEC SWITZERLAND AG 100% of the agreed contract value plus damages (e.g., storage costs, disposal costs). FORTEC SWITZERLAND AG is then entitled to dispose of the goods freely.
- 3.7.** All shipping and packaging costs are borne by the purchaser. Packaging will not be taken back.
- 3.8.** Transport insurance will only be provided upon the purchaser's express request and at their expense. Any transport damage must be reported to the carrier immediately. Delays must also be claimed from the carrier. Without such claims, the delivery is deemed accepted.
- 3.9.** The purchaser is responsible for installing and using the products and for combining them with other products. They must exercise due care and follow all manufacturer instructions.

4. Retention of Title

- 4.1.** FORTEC SWITZERLAND AG is entitled to register a retention of title with the competent debt enforcement office at the purchaser's place of residence or business.

5. Warranty and Liability / Force Majeure

- 5.1.** In the event of defects, defective goods will, at FORTEC SWITZERLAND AG's discretion, be repaired or replaced during the statutory warranty period. Replaced parts become the property of FORTEC SWITZERLAND AG. Further warranty claims, particularly rescission or withdrawal, are excluded to the extent permitted by law.
- 5.2.** Warranty claims only apply if the goods have not been improperly used or modified. Excluded from the warranty are defects and disruptions beyond FORTEC SWITZERLAND AG's control, such as natural wear, force majeure, improper handling, customer or third-party interventions, excessive strain, unsuitable operating equipment, disruptions from other machines or systems, unstable power supplies, special climatic conditions, or unusual environmental influences.
- 5.3.** The purchaser cannot assert claims for insignificant defects. Defects are considered insignificant if they do not impair the use of the products or services.
- 5.4.** The warranty expires if obvious defects are not reported in writing within 10 days of receipt of goods, or hidden defects are not reported immediately upon discovery.
- 5.5.** Any claims for further damages, especially financial or indirect damages such as lost profits or production downtime, are excluded to the extent permitted by law.
- 5.6.** In cases of unforeseen events, such as force majeure, mobilization, war, riots, raw material shortages, operational disruptions, production scrap, strikes, or other unintentional events, non-delivery or delayed delivery does not entitle the purchaser to assert claims or withdraw from the contract.

6. Drawings and Documents

- 6.1.** We retain exclusive ownership and copyright on all drawings, designs, and cost estimates, either for ourselves or our suppliers. These documents are entrusted personally to the purchaser and may not be disclosed to third parties or copied without our written consent. Upon request, they must be returned to us. Documents related to offers must be returned immediately if no contract is concluded.

7. Equipment (Molds, Tools, etc.)

- 7.1.** Custom-made equipment for the customer, such as molds, tools, engravings, forms, or mechanical devices, remains the property of the supplying factory, regardless of whether deliveries were made using these tools. Deliveries from such equipment to third parties require the written consent of the original purchaser. A commitment to reserve specific designs for a purchaser is only possible for items protected by a valid patent or utility model.
- 7.2.** If no corresponding orders are placed within 5 years after the last use of such equipment, our suppliers are entitled to dispose of the equipment freely, particularly to destroy it or use it elsewhere without the purchaser's consent.

8. Applicable Law and Jurisdiction

- 8.1.** All disputes shall be governed exclusively by Swiss law. The provisions of the UN Convention on Contracts for the International Sale of Goods (CISG) are excluded.
- 8.2.** The exclusive place of jurisdiction is the registered office of FORTEC SWITZERLAND AG.