

General Terms of Delivery for Sales of GWF MessSysteme AG for Products outside of Switzerland (Version 05.2020)

1. General Information

- 1.1 The contract is concluded upon receipt of the GWF order confirmation. The delivery and performance of the products („Delivery“) will be carried out according to the information in the technical specifications and the mandatory regulations and standards applicable in Switzerland at the time of the offer.
- 1.2 By concluding the contract, the customer acknowledges the binding nature of these General Terms and Conditions as an integral part of the contract. Conditions of the customer are not applicable.
- 1.3 Advertising brochures, catalogues and technical data sheets are not binding.

2. Software

- 2.1 If software is included in the delivery, GWF grants the purchaser a non-exclusive right to use the software including documentation (license). This right is not transferable. The software is delivered in object code without source codes. The license entitles exclusively to the use in connection with the delivery and can only be transferred together with the delivery.
- 2.2 The purchaser is not entitled: (a) to transfer the license or grant sub-licenses; (b) to copy or have copied the delivered hardware or parts thereof; (c) to process, duplicate (except for backup purposes), decompile the delivered software; or (d) to copy, publish or have copied or published the associated documentation or make it accessible to third parties.
- 2.3 Manufacturer delivery and license conditions apply exclusively to all standard commercial software supplied by GWF.

3. Prices

- 3.1 In the absence of any other agreement, GWF's prices are expressed in EUR excluding VAT, postage, packaging and import duties.
- 3.2 The minimum order is EUR 300.—.
- 3.3 If the conditions that form the basis of the price change between the time of the offer and the delivery date, in particular the currency parities, taxes, duties, fees, customs duties, etc., GWF is entitled to adjust prices and conditions to the changed circumstances.

4. Terms of Payment

- 4.1 GWF invoices are due immediately and are payable within 30 days from receipt of invoice. Offsetting against counterclaims is not permitted.
- 4.2 If the purchaser does not meet the agreed payment dates, he will be in default without reminder and will have to pay default interest of 5 % p.a. from the 31st day after the invoice date.

5. Reservation of Ownership

GWF remains the owner of its delivery until receipt of the agreed payment. By accepting the delivery, the customer authorizes GWF, if necessary, to make the entry of the reservation of ownership in the appropriate register. The customer will maintain the delivered products at his own expense during the period of the reservation of ownership and insure them in favour of GWF against theft, breakage, fire, water and other risks.

6. Delivery Period and Delivery Date

- 6.1 The delivery period or the delivery date agreed by the parties and are subject to the reservation that all technical and commercial questions have been clarified and that GWF itself is supplied in time and correctly, otherwise the period will be extended appropriately or the date will be postponed.
- 6.2 GWF does not guarantee the observance of delivery periods and dates. The liability for delayed delivery is excluded as far as legally permissible.
- 6.3 Partial or advance deliveries are permissible without agreement.

7. Terms of Delivery

Unless otherwise agreed by the parties, deliveries shall be made FCA from the respective Swiss storage location (Incoterms 2020).

8. Guarantee/Warranty/Liability

- 8.1 GWF provides its services professionally and carefully.
- 8.2 The purchaser shall inspect the deliveries in full for quality defects and accuracy of delivery. Complaints about defective quantities or poor product quality must be submitted to GWF in writing within the inspection period of 14 calendar days after receipt of the goods. Late complaints cannot be taken into consideration, as the goods are deemed to have been delivered in accordance with the contract from that point on. The purchaser must immediately notify GWF in writing of any defects that become apparent only after the inspection period. The rights for defects, which are reported late, are forfeited.
- 8.3 GWF provides the following guarantee for defects notified in due time: GWF assures the purchaser that the delivery is free of defects in quality and for the intended use. This assurance is valid for a period of two years from the day of delivery; after that, the claims are barred. The purchaser can demand that GWF, at its own choice, remedies the lack of conformity by repair or replacement free of charge.

- 8.4 No warranty is provided for cases where GWF is not responsible for the claimed defects, for example, because they are caused by normal wear and tear, modifications, lack of maintenance, improper use, non-compliance with regulations, improper repair, construction or assembly work not carried out by GWF, as well as other reasons for which GWF is not responsible.
- 8.5 Further warranty claims are hereby expressly excluded.
- 8.6 The warranty expires prematurely if the customer or third parties carry out changes or repairs without prior written consent of GWF, or if the customer does not immediately take all appropriate measures to reduce the damage in case of a defect, notify GWF of the defect and give GWF the opportunity to remedy the defect.
- 8.7 Contractual and non-contractual liability is, as far as legally permissible, completely excluded. In particular, GWF is only liable in case of intent or gross negligence. GWF is liable only for direct damage and only if the customer can prove that GWF caused it intentionally or by gross negligence. The liability is limited to the price of the respective delivery. GWF is not liable for auxiliary persons. Any further liability of GWF for damages of any kind is excluded. In particular, the customer has in no case the right to claim for compensation of damages which did not occur on the product itself, such as namely loss of production, loss of use or data, loss of orders, loss of profit as well as indirect or consequential damages.
- 9. Compliance with Export Control Regulations**
- 9.1 GWF and the customer undertake at all times to comply with national and international export control laws as well as sanctions and embargos defined by the United Nations, the Swiss Embargo Act, the Swiss sanction regulations with corresponding sanction lists, the Swiss Goods Control Act, the embargo and sanction regulations of the EU, as well as the re-export law and embargos and sanctions of the USA, especially the sanction measures of the US OFAC.
- 9.2 GWF reserves the right to withhold, suspend or cancel the delivery of products to countries or companies if the products are subject to an export control licensing requirement, or if the recipient country or company is subject to sanctions or embargoes, or if any other licensing requirement applies. GWF cannot be held liable for any damages resulting from any such actions.
- 10. Confidentiality and Data Protection**
- 10.1 GWF and the customer undertake to treat as their own trade secrets all documents, information, aids and software received in connection with this contract and not generally accessible, not to distribute them unnecessarily within the company and not to make them accessible to third parties – with the exception of subcontractors – even after termination of the contract.
- 10.2 If GWF processes personal data within the scope of its deliveries, GWF complies with the data protection laws and takes appropriate measures to protect such data from unauthorized access by third parties in accordance with the data protection declaration (to be found at <https://gwf.ch/datenschutz/>)
- 10.3 The customer acknowledges and agrees that the data concerning him/her may also be stored outside Switzerland. They may be disclosed to GWF and its group companies within the framework of the fulfilment of the contract.
- 11. Amendment of the General Terms and Conditions**
- 11.1 GWF reserves the right to amend these terms and conditions at any time. The terms and conditions applicable to an order shall be those valid at the time an order is accepted.
- 11.2 The adjustments or additions will be notified to the customer in a suitable manner and will become valid unless the customer objects within 14 working days of receipt of the changes.
- 12. Final provisions**
- 12.1 Should one or more provisions of these General Terms and Conditions be or become invalid, the validity of the remaining provisions shall not be affected.
- 12.2 The contractual relationship is subject to Swiss substantive law, excluding the United Nations Convention on Contracts for the International Sale of Goods of 11.4.1980.
- 12.3 Exclusive place of jurisdiction is Lucerne, Switzerland, subject to mandatory statutory places of jurisdiction.