

# General Terms and Conditions of Sale and Delivery of Fritz Landolt Public Limited Company, CH-8752 Näfels

## 1. General terms

The following Terms and Conditions of Sale and Delivery apply to all business relationships of Fritz Landolt AG (hereinafter referred to as Landolt). These Terms and Conditions form an integral part of all deliveries supplied by Landolt. Deviations from these terms shall only be valid if they have been expressly accepted by Landolt in writing.

## 2. Offer, order, order confirmation

Offers by Landolt are non-binding. In particular, this also applies with regard to prices, quantities, delivery terms and delivery possibilities. The purchaser shall be bound by his order. Landolt shall only be bound once it has issued a written order confirmation.

## 3. Products/measurements/quality

In the absence of a special agreement in writing, Landolt will deliver products and material of the quality usual for the trade and within the allowance limits. Landolt will not check the suitability of its products and materials for the customer's purposes. The customer declares to have sufficient knowledge of Landolt's products and their handling. Images, measurements, weight information and all other technical specifications in prospectuses, general documentation and similar documents are subject to change. The specifications on the order confirmation exclusively apply.

## 4. Prices

Prices are ex works, exclusive of VAT and other taxes and charges, and exclusive of transport and packaging costs. The prices stated on the written order confirmation apply. Prices are generally based on the list prices applicable upon receipt of the order. In addition, Landolt may request an appropriate adjustment of prices if after contract conclusion circumstances occur that increase Landolt's costs, in particular through increased prices of raw materials or merchandise or increases in salaries, energy costs, etc. (so-called *clausula rebus sic stantibus*).

## 5. Delivery times

Specified delivery times should be considered as approximate and are generally calculated from the date of receipt of the order ex works. Claims for damages due to late delivery are excluded. In case of late delivery, the customer shall still be obligated to accept the goods unless he has previously set an appropriate grace period of at least 14 days and has, following its expiry, rejected the delivery. Shortages of raw materials, disruption of operations, other cases of force majeure and in general all reasons outside Landolt's sphere of influence (e.g. import difficulties, defaulting third-party suppliers) shall release Landolt from its delivery commitments for the duration of such hindrances and their consequences, without giving the purchaser concerned a right to a claim in damages.

## 6. Warranty

Landolt must be notified by registered mail or fax of any complaints (material defects, wrong deliveries, deviations in quantity) of goods within seven calendar days of receipt of the goods. All warranties expire after this time, subject to the provisions in paragraph 2 hereafter. The warranty expires if the delivered goods are used without inspection. Goods complained about may not be used without express permission from Landolt. Otherwise, the warranty will expire in this respect. Landolt must be notified by registered mail immediately upon discovery of any defects that may not be identified immediately (so-called hidden defects). Otherwise all warranties expire. In all cases, warranty and liability claims from deliveries expire one year from delivery. Landolt guarantees that the supplied products are free from material and manufacturing defects for use as intended. All defects incurred as a result of natural wear and tear, excessive strain, improper use, defective maintenance or other reasons for which Landolt does not bear responsibility are excluded from the warranty. In case of a justified complaint, Landolt will, at its own discretion, either provide replacement for the defective goods free of charge (new or repaired goods) or credit the customer the invoice amount. All other contractual and extra-contractual liability on the part of Landolt, especially for consequential harm caused by a defect, is expressly excluded, as permitted by law. Specifically, there shall be no right to claim for damages not incurred by the products themselves, such as production loss, loss of use, loss of orders, loss of profits and direct or indirect consequential damage. Liability against third parties for loss events connected with delivery is borne by the purchaser to the legally permissible extent. Should Landolt be the subject of claims from such an event, it shall have right of recourse against the purchaser for all incurred costs. The purchaser's right of recourse against Landolt pursuant to Arts. 50 and 51 of the Swiss Code of Obligations (*OR*) is explicitly excluded.

## 7. Product liability

All claims resulting from product liability are excluded insofar as permissible under applicable law. Landolt shall only be liable for compensation claims for damages if the damage was caused by intent or gross negligence on the part of Landolt. This also applies to all corporate negligence. Liability for consequential harm of any kind caused by a defect is excluded to the legally permissible extent. This applies in particular to indirect damages and loss of profits.

## 8. Retention of title

The delivery is subject to retention of title. The supplied goods remain the property of Landolt until all payments, including future claims from the business relationship with the purchaser, are received. The purchaser authorises Landolt to register retention of title with the appropriate registry office and, at the purchaser's cost, take out insurance against all relevant risks during this time. If it is impossible to register retention of title at the location of the purchaser's registered office, Landolt may, at the purchaser's cost, take all legal and actual measures to achieve an effect equivalent to a retention of title for the benefit of Landolt. If the purchaser processes the delivery in combination with his own or third-party chattels, Landolt shall gain ownership in the processed good in the same proportion as the value of its delivery contributed to the value of the purchaser's or third-party's chattel. In all other respects, the purchaser assigns all current and future claims from the resale of the goods that are subject to retention of title to Landolt. The purchaser shall inform Landolt of the respective receivables in good time. Landolt may register the assignment at any time (notification).

#### **9. Payment modalities**

Landolt's invoices are due for payment within 30 days from the invoice date. The purchaser shall be in default following expiry of this term, without the need for a warning notice. A default interest rate of 6% applies from the point of entering into default. For the duration of the purchaser's default, Landolt may retain further deliveries until past invoices are paid, entirely suspend supply, or make further deliveries conditional upon advance payments. In case of default in acceptance by the purchaser, the total amount/invoice amount shall be due immediately. The purchaser may not offset any counterclaims against payment.

#### **10. Force majeure, utility and risk**

Landolt does not accept liability in cases of force majeure, such as war events, natural disasters, boycotts, strikes, disruptions in operations, discontinuations of manufacture, lack of materials, etc., or legal impossibility. Utility and risk shall transfer to the purchaser when delivery is taken by the purchaser, or at the point of handover of the delivery to a carrier or haulier. From this point onwards, the delivery shall be stored at the purchaser's risk. Any insurance policies are the responsibility of the purchaser. If Landolt insures the goods, it may charge the purchaser for the associated costs. For the purpose of securing evidence, any damage to the delivery or loss of the delivery during transport must be noted by the purchaser in writing on the consignment note or certificate of receipt of goods.

#### **11. Amendments**

Landolt reserves the right to amend these General Terms and Conditions of Sale and Delivery at any time and without prior notice. The most current (i.e. applicable) version may be accessed online at [www.landolt.com](http://www.landolt.com).

#### **12. Decisive original copy**

Should differences occur between the German version and any foreign language versions of these terms and conditions, the original German text shall apply.

#### **13. Place of performance**

Place of performance for deliveries/services is that of Landolt's registered office.

#### **14. Place of jurisdiction, applicable law**

The ordinary courts at the location of Landolt's registered office shall be responsible for adjudicating all disputes. However, Landolt may file action against the purchaser at the purchaser's place of jurisdiction.

All business relationships between Landolt and the purchaser are subject exclusively to Swiss law. The application of the provisions of the Uniform Law on the International Sale of Goods (UN Sales Convention, Vienna Sales Convention) is explicitly excluded.