

## **General terms and conditions of sale and delivery of Fritz Landolt Aktiengesellschaft, CH-8752 Näfels**

### **1 General**

The following terms and conditions of sale and delivery apply to all business relationships with Fritz Landolt AG (hereinafter referred to as Landolt). These terms and conditions are an integral part of all deliveries made by Landolt. Deviations from these terms and conditions are only valid if Landolt expressly accepts these in writing.

### **2. Quotation, order, order confirmation**

The quotations made by Landolt are not binding. This applies in particular also with regard to prices, quantities, delivery dates and availabilities. The ordering party is committed to its order. Landolt is only committed with its written order confirmation. Customer-specific work orders may feature quantity discrepancies compared to the order confirmation due to production factors. The delivered quantity counts as the billing quantity.

### **3. Products/Measurements/Quality**

Without a special written agreement, Landolt supplies all products and the material in standard quality for the trade and within factory tolerances. Landolt does not check the suitability of the products and materials it sells for the customer's purpose. The latter confirms having sufficient knowledge about the Landolt products and how to handle them.

Illustrations, measurements, weights and all other technical information in brochures, general documents and the like are non-binding. Only the details in the order confirmation apply.

### **4. Prices**

The prices quoted are ex works without value added or other taxes or deductions and without packaging and transport costs. The prices according to the written order confirmation apply, which are based as a matter of principle on the valid list prices when the purchase order is received. Over and above this, Landolt is entitled to ask for a reasonable price adjustment if circumstances occur after concluding the contract that cause the costs at Landolt to increase, particularly due to a rise in prices of raw materials or commodities, as well as an increase in wages, energy (so-called *clausula rebus sic stantibus*).

### **5. Delivery date**

The specified delivery dates are to be seen as approximate and in principle are ex works from the date of receipt of the purchase order. Claims for compensation due to late delivery are excluded. Even in the event of late delivery, the ordering party is obliged to accept the goods, as long as it did not previously set a reasonable extension period of at least 14 days and cancel the delivery once the period expired.

Raw material shortages, interruptions to operations, other cases of force majeure and any reasons outside Landolt's sphere of influence (e.g. import difficulties, late delivery by third-party suppliers) release the latter from the assumed delivery obligations for the duration of such hindrances and their consequences, without the affected ordering party being entitled to compensation.

### **6. Warranty**

Any complaints (material defects, incorrect delivery) relating to the goods are to be notified by registered post or email within 7 calendar days from receipt of the goods. Once this period expires, any warranty is no longer applicable, subject to Para. 2 hereafter. If the delivery is processed without inspection, any warranty shall be void. Goods subject to complaints must not be processed without express approval from Landolt. Otherwise, the warranty is no longer applicable in this regard either.

Defects that are not immediately identifiable (so-called hidden defects) are to be notified to Landolt by registered post or email immediately after being discovered. Otherwise, the warranty is no longer applicable in this regard either. In any case, any warranty or liability claims resulting from deliveries lapse after one year since delivery has elapsed.

Landolt guarantees that the products delivered are free of material and production defects when used normally. Fully excluded from the warranty are defects that have occurred as a result of natural wear, excessive stress, improper use, inadequate maintenance or other reasons for which Landolt is not responsible.

In case of a justified complaint, at Landolt's discretion, when the rejected goods are returned, either a free replacement (either new goods or corrected goods) will be supplied or the invoiced price will be credited. Any further contractual or non-contractual liability on the part of Landolt, particularly that for consequential damages, is - if legally permitted - expressly excluded. In particular, there shall be no entitlement to compensation for damage that did not occur on the products themselves, such as production stoppage, loss of use, loss of orders, loss of profit as well as indirect or direct consequential losses.

The ordering party will then be liable to third parties for loss occurrences relating to the delivery to the extent permitted by law. If a claim is made against Landolt from such an occurrence, then it is entitled to right of recourse against the ordering party for all expenses. The ordering party's right of recourse against Landolt is excluded according to Section 50 and 51 of the Code of Obligations.

### **7. Product liability**

All claims arising from product liability are excluded, if an insofar as this is permitted according to the applicable legal system. Landolt is only liable for claims for damages if the damage was caused on the part of Landolt with wilful intent or gross negligence. This also applies to any organisational fault. The liability for consequential damages of any kind is excluded to the extent permitted by law. This applies in particular to indirect damages and lost profit.

### **8. Retention of title**

Delivery is made under retention of title. The delivered goods remain the property of Landolt until the full payment of all receivables, even those arising in the future, from the business relationship with the ordering party. The ordering party authorises Landolt to have the retention of title registered at the responsible registration office and to take out an insurance policy, at the ordering party's expense, against all risks coming into question during this period. If a retention of title cannot be registered where the ordering party is based, Landolt is entitled, at the ordering party's expense, to take all legal and actual precautions to ensure that an effect comparable to the retention of title is achieved in favour of Landolt. If the ordering party processes the delivery with its own or third-party items, Landolt becomes the joint owner of the processed item in proportion of the value of the delivery to the value of the own or third-party item. Furthermore, the ordering party assigns all existing and future receivables from the resale of the goods under retention of title to Landolt. The ordering party must notify Landolt of the corresponding receivables proportion in good time. Landolt is entitled to give notice of the assignment (notification) at any time.

### **9. Payment terms**

The invoices issued by Landolt are payable within 30 days, calculated from the date of issue. Once this payment period has expired, the buying party enters into default without a warning being required. From the default date, late payment interest of 6% p.a. is incurred. As long as an ordering party is in default, Landolt is able to withhold further deliveries until overdue invoices have been paid or fully refrain from making further deliveries or make them dependent on prepayments. In case of default of acceptance by the customer, the total or invoice amount shall become due immediately. The ordering party is not entitled to offset with any counterclaims.

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

Landolt is not liable in case of force majeure such as warlike events, natural disasters, boycotts, strikes, interruptions to operations, production stoppage, shortage of materials etc. or legal impossibility. The transfer of benefit and risk to the ordering party happens when the delivery is accepted by the ordering party or when the delivery is handed over to a freight forwarder or haulier. From this point onwards, the delivery is stored at the risk of the ordering party. Any insurance taken out is the ordering party's affair. If the item is insured by Landolt, the latter is entitled to pass on the costs arising from this to the ordering party. For the preservation of evidence, the ordering party must make a note of damage to the delivery or loss of the same during transportation in writing on the bill of lading or the goods received confirmation on acceptance of the delivery.

### **11. Changes**

Landolt reserves the right to change these terms and conditions of sale and delivery at any time without prior notification. The latest (i.e. valid) version can be found on the Internet at [www.landolt.com](http://www.landolt.com).

### **12. Binding original text**

If differences should arise between the German terms and conditions of sale and delivery and those written in other languages, the original German text applies.

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

The place of performance for deliveries/services is the registered office of Landolt.

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

The ordinary courts where Landolt has its registered office are responsible for judging all disputes. Landolt is entitled, however, to bring legal action against the ordering party at its statutory court of jurisdiction.

All business relationships between Landolt and the ordering party are subject exclusively to Swiss law. The application of provisions from the uniform law on the international sale of goods (UN sales law, Vienna Sale of Goods Convention) is expressly excluded.