



General Terms and Conditions of Sale and Delivery

1. General

1.1 The contract is concluded upon receipt of the supplier's written confirmation that it accepts the order. Offers that do not stipulate an acceptance period shall not be binding.

1.2 These terms and conditions of delivery shall be binding if they are declared applicable in the offer or in the order confirmation. Any terms and conditions of the customer to the contrary shall only be valid if they have been expressly accepted by the supplier in writing.

1.3 Should any provision of these Terms and Conditions of Delivery prove to be invalid in whole or in part, the contracting parties shall replace such provision with a new agreement that comes as close as possible to its legal and economic meaning.

2. Scope of Supply and Services

The supplies and services of the supplier are exhaustively listed in the order confirmation, including any enclosures thereto.

3. Technical documents

Brochures and catalogues are non-binding unless otherwise agreed. Details in technical documents are only binding if they are expressly designated as such.

4. Regulations in force in the country of destination and safety devices

4.1 The customer shall, at the latest when placing the order, draw the attention of the supplier to the standards and regulations applicable to the execution of the supply and services, to the operation of the plant as well as to the health and safety of personnel.

4.2 Unless otherwise agreed, the supplies and services must comply with those standards and regulations at the customer's place of business of which the supplier has been informed under.

Clause 4.1. The fulfillment of other regulations or standards or the supply of additional or other protective devices shall only take place when this is expressly agreed in writing.

5. Prices

5.1 Unless otherwise agreed, all prices shall be net, ex works, excluding packaging, in Swiss francs, without any deductions.

Any additional charges, e.g., freight charges, insurance, import, export, transit, customs clearance and other permits, as well as certifications, shall be borne by the buyer.

The customer shall also bear all taxes, levies, fees, customs duties and similar levied in connection with the contract or reimburse them to the supplier against appropriate proof if the latter has become liable for them.

5.2 An appropriate price adjustment shall be made if,

a) the delivery period is subsequently extended for one of the reasons mentioned in Clause 8.4, or

b) the nature or scope of the agreed supplies or services has changed, or

c) the material or the execution has undergone changes because any documents furnished by the customer were not in conformity with the actual circumstances or were incomplete.



6. Terms of payment

6.1 Payments are to be made by the customer in accordance with the agreed terms of payment at the supplier's domicile without deduction of cash discounts, expenses, taxes, levies, fees, customs duties and the like.

Payment shall be deemed to be effected as far as the amount in the currency agreed has been made freely available to the supplier at supplier's domicile.

If payment by bill of exchange has been agreed, the customer shall bear the bill discount, bill tax and collection charges.

6.2 If an invoice amount due is not paid in spite of two reminder, all other invoiced amounts still outstanding shall also become due for payment immediately. The retention of payments on the part of the customer due to any counterclaims is not permitted.

6.3 If the customer is in delay with a payment for any reason, or if the supplier is in serious concern due to circumstances arise after the conclusion of the contract, the supplier, without being limited in its rights provided for by law, shall be entitled to refuse the further performance of the contract and to retain the supplies ready for dispatch until new terms of payment and delivery have been agreed upon and until the Supplier has received sufficient securities.

If such an agreement cannot be reached within a reasonable period of time or if the supplier does not receive sufficient securities, the supplier shall be entitled to withdraw from the contract and claim damages.

6.4 If the customer fails to comply with the agreed payment dates, he shall pay interest from the date of the agreed due date, without prior reminder, at a rate depending on the terms prevailing at the customer's domicile, but not less than 4 % over the current discount rate of the Swiss National Bank. The right to compensation for further damage remains reserved.

7. Reservation of title

The supplier remains the owner of all his supplies until he has received payment in full in

accordance with the contract. The purchaser is obliged to cooperate in measures required to protect the supplier's property, in particular, he authorizes the supplier, upon conclusion of the contract, to enter or note the reservation of title in public registers, books or the like at the purchaser's expense in accordance with the relevant statutory provisions and to fulfil all formalities in this respect.

For the duration of the retention of the title, the customer shall maintain the supplies at his own expense and insure them for the benefit of the supplier against theft, breakage, fire, water and other risks. The customer is also obliged to take all measures to ensure that the property of the supplier is not impaired in any way. Tools remain the property of the supplier, even if part of the costs are borne by the customer.

8. Delivery time

8.1 The delivery time shall commence as soon as the contract has been concluded and all official formalities have been fulfilled, e.g. import, export, transit and payment permits have been fulfilled, payments due with the order have been made, agreed securities have been provided and the essential technical points have been completed. The delivery time shall be deemed to have been met if the supplier has sent a notice to the customer that the supplies are ready for dispatch.

8.2 Adherence to the delivery time is subject to the fulfillment of the customer's contractual obligations.

8.3 If partial deliveries have been agreed or are necessary for the supplier for operational reasons, and if one or more such partial deliveries are delayed, the remaining partial deliveries and the associated obligations of the purchaser shall remain unaffected thereby.

8.4 The delivery time is reasonably extended if,

a) the information required by the supplier for the performance of the contract is not received in time or if the customer subsequently changes it and this causes a delay in the supplies or services;



b) obstacles arise that the supplier cannot prevent despite the exercise of due diligence, irrespective of whether they affect the supplier or the customer or a third party.

Such obstacles are in particular epidemic, pandemic, mobilization, wars, riots, serious operational disruptions, accidents, labor disputes, delayed or defective delivery of raw materials, semi-finished or finished products by subcontractors, scrapping of important workpieces, official measures or omissions by government agencies or public institutions, natural disasters, transport or delivery bottlenecks, risk of an energy shortage and force majeure.

c) the customer or a third party is behind schedule with the work to be performed by him or with the fulfillment of his contractual obligations, in particular if the customer fails to comply with the payment.

9. Packaging

Packaging shall be invoiced separately by the supplier and will not be taken back. However, if it has been declared as property of the supplier, it must be returned by the customer carriage paid to the place of dispatch.

10. Delivery, transfer of benefit and risk, insurance

10.1 By referring to the applicable INCOTERMS, 2020 in our contract for the sale of goods, the respective obligations of the parties with regard to the transfer of risk, costs and transport modalities as well as customs clearance are clearly defined, thus preventing the risk of legal misunderstandings.

10.2 If dispatch is delayed at the request of the customer or for reasons beyond the supplier's control, the risk of the supplies shall pass to the customer at the time originally foreseen to leave the Supplier's premises. From this point in time, the supplies shall be stored and insured for the account and at the risk of the customer.

11. Inspection and receipt of supplies

11.1 The Supplier shall inspect the supplies within the scope of what is customary before dispatch. If the customer requires further inspections, these shall be agreed upon separately and paid for by the customer.

11.2 The customer shall inspect the delivery immediately upon receipt. Complaints of any kind must be notified in writing within 14 days of receipt of the goods, otherwise the delivery shall be deemed to have been approved.

12. Warranty, liability for defects

12.1 Warranty period:

For goods that are demonstrably defective due to the fault of the supplier, the supplier may choose between repair, replacement or reimbursement of the value of the goods, provided that the products have been used for their intended purpose and in accordance with their intended use and have not been modified. The warranty period shall be a maximum of 6 months.

For any products not manufactured by the supplier, his liability is restricted to the assignment of the liability claims to the supplier of these products. Parts subject to normal wear and tear are excluded from the warranty.

The warranty is voided immediately if the customer or third parties carry out modifications or repairs or if the customer, in the event of a defect, does not immediately take all appropriate measures to mitigation of the damage.

12.2 Limits of the supplier liability:

All cases of breach of contract and their legal consequences as well as all claims of the customer, irrespective of the legal grounds, are conclusively regulated in these terms and conditions. In particular, any claims not expressly mentioned for damages, reduction of price, termination of, or withdrawal from the contract are excluded.

In no case shall the customer be entitled to any claims. This particular refers, but shall not be limited to loss of production, loss of use, loss of orders, loss of profit and other direct or indirect or consequential damages.



However, this exclusion of liability does not apply to unlawful intent or gross negligence on the part of the Supplier, but does apply to unlawful intent or gross negligence on persons employed or appointed by the Supplier to perform any of its obligations.

13. Right of recourse of the supplier

If through actions or omissions of the customer or of persons employed or appointed by it to perform any of its obligations, personal injury or damage of the property of third parties occurs and if a claim is made against the supplier, then the latter shall be entitled to take recourse against the customer.

14. Compliance

The customer is aware of the Graf Code of Conduct (available at [Graf & Cie AG | Graf \(graf-companies.com\)](https://www.graf-companies.com)) and applies internally at least same strict standards as set out therein. The customer shall not sell, export or re-export, directly or indirectly, to sanctioned countries or for use in sanctioned countries any goods supplied under or in connection with the contract that fall under the scope of applicable export control laws. In case of violation of this provision, the supplier is entitled to immediately terminate the contract. The customer shall immediately inform the supplier about any relevant activities by itself or third parties that could frustrate the purpose of this provision.

15. Jurisdiction and applicable law

14.1 The exclusive place of jurisdiction is the registered office of the supplier. However, the supplier is entitled to take legal action against the purchaser at the latter's registered office.

14.2 The legal relationship shall be governed by Swiss substantive law. The Vienna Convention on Contracts for the International Sale of Goods shall not apply unless otherwise agreed.

16. Data protection

Unless otherwise agreed, personal data obtained in connection with the services described herein will only be exclusively used for the performance of these services. For further information about our processing of personal data, please refer to the

Graf Privacy Statement on our website www.graf-companies.com.

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