

## General Terms and Conditions for LCA Automation AG

### 1. Scope

- 1.1. The following General Terms and Conditions (GTC), in effect at the time of the order, apply exclusively for the business relationship between LCA Automation AG (hereafter “supplier”) and the customer. Any terms and conditions to the contrary imposed by the customer shall only be valid if the supplier has expressly agreed to them in writing.
- 1.2. The contractual partner is LCA Automation AG. This does not apply to products or services that the customer may purchase directly from another LCA Automation AG company. The purchase agreement shall be made directly with this company and the GTC of this company shall apply.

### 2. Conclusion of the agreement

- 2.1. The order represents an offer to conclude a purchase agreement. The agreement shall be concluded upon receipt of written confirmation from the supplier that it accepts the order (order confirmation).
- 2.2. To place orders, the supplier may send the customer an email containing the details of the order. This “confirmation of receipt” does not represent acceptance of the customer’s offer to conclude a purchase agreement. It is solely intended to inform the customer that its order has been received. A purchase agreement is only concluded when the customer receives the order confirmation. No purchase agreement shall be concluded for products from an order that are not specified in the order confirmation.
- 2.3. Deviations from the order in the order confirmation shall form part of the agreement, provided the customer does not object to them in writing within five business days after receipt of the order confirmation.
- 2.4. A list of the shipments and services due from the supplier is included in the order confirmation, including any appendices to said order agreement. The supplier shall be authorized to make changes if such changes result in improvements, provided such changes do not result in price increases.
- 2.5. If the supplier, through no fault of its own, is unable to make delivery of the items ordered because its subcontractor does not meet its contractual obligations, the supplier shall be entitled to withdraw from the agreement. In this case, the customer shall be informed immediately that the ordered product is not available. The customer’s legal claims shall remain unaffected.

**3. Prices**

- 3.1. Offers (in particular, those contained in price lists, brochures, etc.) that have no period of validity shall not be binding.
- 3.2. All prices are net in the agreed currency, ex works and with no deductions of any kind, plus the applicable value-added tax as a percentage.
- 3.3. If packing and shipping costs are not part of the product price, they shall be listed separately.
- 3.4. The supplier reserves the right to adjust prices if, between the date of the offer and the contractual fulfillment of said offer, technical modifications are made to the product at the request of the customer.

**4. Payment terms**

- 4.1. For new or one-time customers the invoice amount shall be due in advance (advance payment by credit card or bank transfer).
- 4.2. Existing customers can request payment by invoice. However, the supplier reserves the right, in justified cases, not to offer this payment option to individual customers.
- 4.3. Payment must be made in the domicile of the supplier without deduction of discounts, expenses, taxes, duties, fees, tariffs and the like. Payment terms are 30 days net from the date of the invoice.
- 4.4. If the customer does not pay by the agreed payment date, it shall be required, without prior notice, to pay interest from the agreed due date equal to 4% above the relevant Swiss National Bank discount rate. The right to claim for additional damage remains reserved.
- 4.5. The payment terms must be met even if transport, delivery, putting into service or acceptance of the shipments or services is delayed or not possible for reasons not attributable to the supplier, or if minor parts are missing, or if modifications are necessary, making it impossible to use the product.

## **5. Delivery period**

- 5.1. The delivery period shall commence as soon as the agreement is concluded, all official paperwork has been completed, payments and any required security have been provided and major technical issues have been resolved. The delivery period must be adhered to if the customer has been informed that the delivery is ready to be sent before the end of the period.
- 5.2. All information related to the availability or shipment of a product is solely provisional or approximate. Such information does not represent binding or guaranteed shipment or delivery information, unless such information has been expressly designated as a binding date for the relevant product. If in the course of processing the order the supplier learns that the products ordered are not available, it shall inform the customer of this separately by email. The delivery period shall be extended accordingly:
- a) If the supplier does not receive the information that it needs to fulfill the agreement in a timely manner, or if the information is subsequently changed by the customer, causing the shipments or services to be delayed.
- b) If delays occur that the supplier cannot avoid, despite exercising all due care, irrespective of whether such delays occur with the supplier, the customer or a third party. Such delays include, for example, epidemics, mobilization, war, revolution, significant disruptions of operations, accidents, labor conflicts, late or incorrect delivery of the necessary raw materials or finished or semi-finished products, the failure of important components, regulatory measures or prohibitions or natural events.
- c) If the customer or a third party is late in performing work required of it or in the performance of its contractual obligations, particularly if the customer has not adhered to the payment terms. The customer shall derive no rights or claims as a result of late delivery of shipments or services. This restriction shall not apply in the event of unlawful intent or gross negligence on the part of the supplier, but it shall apply in the event of unlawful intent or gross negligence on the part of agents.

## **6. Retention of ownership rights**

- 6.1. The supplier shall remain the owner of all deliveries until it receives full payment in accordance with the agreement. Upon conclusion of the agreement, the customer authorizes the supplier, at the customer's cost, to register the retention of ownership rights in the official register and to carry out all formalities in this regard.
- 6.2. The customer shall maintain the delivered products at its own cost for the duration of the retention of ownership rights and take out insurance, with the supplier as the beneficiary, against theft, breakage, fire, water damage and other risks. It will also take all measures to ensure that the supplier's property claims are not damaged or abrogated.

**7. Plans and technical documents (diagrams, drawings, etc.)**

- 7.1. Technical information on websites and in brochures and catalogs is not binding, unless this has been asserted in writing.
- 7.2. Each contractual party retains all rights to plans and technical documents that it gives to the other party. The party receiving the documents recognizes these rights and shall not make the documents, in full or in part, accessible to third parties or use them for purposes other than the purpose for which they were given to the party without the prior written consent of the other contractual party.

**8. Regulations in the receiving country and safeguards**

- 8.1. No later than the time the order is confirmed, the customer must inform the supplier of the regulations and standards related to the fulfillment of the shipments and services, the plant and illness and accident prevention.
- 8.2. Provided there is no agreement to the contrary, the shipments and services shall comply with the regulations and standards that apply in the city where the supplier has its head office as set out in Sec. 8.1. Additional or other safeguards shall be supplied if they have been expressly agreed.

**9. Transfer of benefits and risks**

- 9.1. The benefits and risks shall be transferred to the customer no later than upon delivery ex works.
- 9.2. If the shipment is delayed at the request of the customer or for other reasons for which the supplier is not responsible, the risk shall be transferred to the customer on the date of the originally planned delivery ex works. From this point on, the deliveries shall be stored and insured at the expense and risk of the customer.

**10. Review and acceptance of the shipments and services**

- 10.1. Where customary, the supplier shall review the shipments and services before dispatch. If the customer requests additional reviews, these must be agreed and paid for by the customer.
- 10.2. The customer must review the shipments and services within five days after receipt and inform the supplier of any defects immediately. If it fails to do so, the shipments and services shall be deemed accepted.
- 10.3. The supplier must correct any defects of which it is informed pursuant to Sec. 10.2 as quickly as possible, and the customer must provide it with the opportunity to do so.
- 10.4. The performance of an approval audit as well as the determination of the applicable conditions require a separate agreement.

- 10.5. The customer shall have no rights or claims on defects except those specified in sec. 10 (review and acceptance of the shipments) and services and in sec. 11 (warranty, liability for defects).

**11. Warranty, liability for defects**

- 11.1. Provided there is no other agreement, the warranty period for new products shall be 12 months. This period shall commence upon shipment of the goods ex works. If the shipment is delayed for reasons for which the supplier is not responsible, the warranty period shall end no later than 18 months after the notice that the goods are ready for delivery. For repaired products the warranty period shall commence anew. It shall last six months from the replacement or conclusion of the repair and shall apply for exchanged or repaired parts and any work that was performed. The warranty shall expire early if the customer or a third party makes improper modifications or repairs or if a defect occurs and the customer does not immediately carry out all suitable measures to minimize the damage and give the supplier the opportunity to correct the defect.
- 11.2. The supplier undertakes, upon written request by the customer, to repair or replace, at its discretion, as quickly as possible all parts of products delivered by the supplier that are damaged or unusable as a result of defective materials, faulty construction or poor workmanship through the end of the warranty period. Any replacement parts shall become the property of the supplier.
- 11.3. Only those features that are designated as such in the specifications are covered by the warranty. The warranty coverage shall be valid until the end of the warranty period.
- 11.4. If the features covered by the warranty are not provided or are only provided in part, the customer shall initially be entitled to immediate rectification by the supplier. The customer must provide the supplier with the necessary time and opportunity to do so.
- 11.5. If the problem is rectified by the dispatch of a replacement delivery, the customer shall be obligated to return the previously delivered item to the supplier within 30 days. The costs for sending the replacement delivery shall be borne by the supplier, and the costs for the return shall be borne by the customer. The defective item must be returned in accordance with the statutory regulations. The supplier reserves the right, in compliance with the statutory requirements, to assert claims for damages.
- 11.6. If the defect is so serious that it cannot be repaired within an appropriate amount of time, and if the shipments or services cannot be used for the intended purpose or if they can only be used to a significantly lesser extent, the customer shall have the right to refuse acceptance of the defective parts or, if partial acceptance is not economically feasible, to withdraw from the agreement. The supplier shall only be obligated to reimburse the amounts that were paid to it for the parts affected by the withdrawal.

- 11.7. The warranty and liability of the supplier shall be limited to damages that were provable caused by:
- defective materials,
  - faulty construction or
  - poor workmanship.

The warranty and liability of the supplier explicitly excludes damages as a result of:

- natural wear and tear,
- defective maintenance,
- failure to follow or ignorance of operating instructions,
- excessive use,
- a lack of detailed information about how to use the product,
- unsuitable or defective equipment,
- modifications, repairs or installation work not performed by the supplier and
- any other reason for which the supplier is not responsible.

- 11.8. The customer shall have no rights and claims for defective materials, construction or workmanship or the lack of a promised feature except for those expressly specified in sec. 11.1 to 11.7.

## **12. Exclusion of any other liability on the part of the supplier**

All cases of violations of this agreement and their legal consequences as well as all claims by the customer, irrespective of the legal basis on which they are asserted, are definitively regulated by these terms and conditions. In particular, all claims to compensation for damages, reductions or revocation of or withdrawal from the agreement not expressly specified herein are excluded. Under no circumstances shall the customer be entitled to compensation for damage that is not caused to the product itself, such as a loss of production, loss of use, loss of orders, loss of profits and other direct and indirect losses.

## **13. Jurisdiction and applicable law**

The jurisdiction for the customer and the supplier shall be the city where the supplier has its head office. The legal relationship is subject to the Swiss substantive law. As a result, the Lugano Convention and the Vienna UN Convention on Contracts for the International Sale of Goods are expressly excluded.