

# General Terms and Conditions of Business (GTC) of Meerstetter Engineering GmbH

for the delivery of component parts, devices, systems, hardware and software, licenses, and services. Thereby, the delivery can consist of a product or a service, hardware or software, or an integration of different products and services rendered.

## 1. Scope

These General Terms and Conditions of Business constitute an integral part of all contracts entered into between Meerstetter Engineering GmbH (Supplier) and Customers (Buyers) concerning the delivery of component parts, devices, systems, hardware and software, licenses, and services, whether individually or in the desired combination. By placing an order with Supplier, Buyer indicates its agreement with these Conditions. Unless explicitly acknowledged, in whole or in part, in writing, Supplier is not bound by any business, delivery, or other conditions of Buyer – regardless of the form thereof - that seek to replace or modify these Conditions.

## 2. Contract Conclusion and Scope of Services

Offers from Supplier are subject to change. A legally valid contract is concluded only when the written order confirmation is issued by Supplier.

For range and execution of the products and services, the confirmation of order takes precedence, or where it is not evident - the offer made by Supplier.

Services that are not expressly guaranteed, namely documentation, programming, customization, installation, commissioning, training and application support, certification are not part of the scope of services.

Alterations to the order confirmation by Supplier are permissible in as far as the product has the same functions or the services fulfil the same purposes.

## 3. Sales Contract

By placing an order for the goods of its choice, Buyer makes a binding offer to conclude a sales contract. Supplier is entitled to accept this offer within 10 workdays through shipment

of the goods or sending a confirmation order.

The contents of the contract are to correspond to those of the order and/or the order confirmation and/or the acceptance of the offer – and well as to the terms of these Conditions.

An order obligates the Buyer to accept the goods and services. Changes or cancellations of orders can be accepted or declined by Supplier.

If the parties have set a period for the shipping dates, during which the customer can call upon the goods, the customer must place an order for the products by the final day at the latest. In the absence of the necessary information for the calculation of the period, the date of conclusion of the contract must be assumed.

If the customer does not call upon the products in time, Supplier can set a reasonable deadline for them. If no call is made within this period, Supplier may deliver the products to the customer unsolicited and claim damages in addition to the price.

## 4. The Customer's Duty to Inform

The customer must give Supplier timely notice of any technical requirements as well as legal, governmental, and other regulations, so long as they are of significance, that apply at the destination of delivery.

## 5. Documentation

If the documentation is not included in the scope of services, the customer can obtain it in the usual version for a fee. If the customer wishes to receive documentation in special forms or in languages that are not available, this must be agreed separately.

Alterations in description and illustrations of the documentation are permitted in as far as they meet the desired ends.

## Meerstetter Engineering GmbH

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### 6. Intellectual Property

Subject to the license terms stating to the contrary, the customer and their customers have only the right to use the software, the results of work, the know-how, the data carriers, and the documentation with the corresponding product, but not for independent sale, distribution, reproduction, extension, or modification.

Ownership and the right to further use remain with Supplier or his licensor, also when the customer subsequently changes the software, work results or know-how blueprints.

The customer shall take essential precautions to protect against the undesired access or misuse of software, work results and documentation by an unauthorized party.

The customer may make necessary backup files. He shall correspondingly mark and classify as well as keep them under lock and key.

### 7. Technical Specifications

All technical specifications and data based on information provided by third-party manufacturers are exclusively to be regarded as suggested guidelines.

### 8. Application

The customer is responsible for the application of the products and services as well as the combination with other products, especially with computer or electrical equipment and systems. He is to take due care and attention as well as conform to manufacturer and supplier guidelines.

### 9. Disposal

After use of the delivered product the customer has a duty to dispose of it at his own cost or bind his buyer with a duty of disposal.

The customer exempts Supplier from all duties of disposal, namely, any possible duty to take back goods, disposal costs, and any related claims of a third party.

### 10. Prices and Conditions of Payment

All price quotes are not binding until confirmed and Supplier reserves the right to adjust its prices till then at any time, without providing notice thereof or giving reasons, therefore. Prices are net prices, i.e., they do not include (are without) VAT, export charges, custom duties, insurance, licenses and permits, notarizations, installations, startups, training, and

application support. Transport, packing, and the prior issuing of export documents are invoiced separately.

Unless otherwise agreed to, the invoice is to be paid without deductions therefrom and, at the latest, 30 calendar days from the date on the invoice. If Buyer is in arrears with payment, default interest is due in the amount of 8% of the amount owed, without a reminder from the due date on. In addition, Buyer is to pay all processing fees.

Should the customer cause interruptions in the contractual development Supplier is entitled to adjust the price accordingly.

The customer may only settle the account with the under-signed written consent of Supplier if he has counter claims.

In case of delay of payment, Supplier may a) declare that all payments from the business relationship with the customer, even if they do not originate from the same legal relationship, are due immediately;

b) set an appropriate time extension. If the customer does not settle the whole amount in this time, he may declare nullification of the contract and demand the return of the products and services;

c) The further performance of services, even if they do not come from the same legal relationship, is dependent on appropriate collateral from the customer, including advance payment.

### 11. Shipping Dates

Only dates pledged in writing are binding. Such dates are deemed appropriately prolonged,

a) if Supplier's details that are necessary for shipment do not arrive on time, or when the customer subsequently alters them.

b) if the customer is behind schedule in the execution of his contractual obligations, particularly when he does not meet the conditions of payment.

c) if hindrances occur outside the responsibility of Supplier like natural disasters, mobilization, war, insurgency, epidemics, accident and illness, substantial business breakdown, work disputes, delayed or faulty deliveries, as well as governmental measures.

Supplier can make partial delivery.

In cases of delay the customer shall grant Supplier an appropriate time extension to carry out works outstanding.

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Where the delay in the deadline is the fault of Supplier and there is proof thereof, despite works outstanding being carried out, or nullification of the contract, the customer can claim compensation for real damage. Compensation is limited to one percent per week, at the most ten percent of the calculated value of the delayed shipment. Further claims to delays in shipping are excluded.

Any possible failure to meet the shipping deadline does not entitle Buyer to refuse shipment, to immediately rescind the contract and/or to bring a claim for damages. In cases where Supplier is responsible for the delay in shipping, Buyer can only rescind the contract if Buyer has warned Supplier of its intent to rescind, has granted a reasonable grace period of at least 60 days, and this grace period has passed without action on the part of Supplier.

### 12. Delivery

Delivery takes place at the cost and risk of Buyer. The risk passes to Buyer upon the sending of the goods. Ex works in accordance with Incoterms 2010.

### 13. Acceptance

Unless a quality control procedure has been agreed to, the customer shall quality control the products and services himself.

On receipt of the incoming products, the customer shall immediately control them and pay attention to identity, quantity, damage through transport, and accompanying documentation. The customer shall check for further defects in the product and services as soon as possible. Products and services are validly accepted if no notice of defects is made within 30 days following delivery, or if the products and services are commercially utilized for more than twenty days.

The customer must give written notice of all defects immediately after their discovery.

### 14. Right of Return

Goods are only to be returned after prior agreement there over with the supplier. The customer is responsible for the professional transport.

### 15. Warranty

Supplier shall endeavor to take the required due care and attention. In addition, all his

products and services must fulfil all the expressly warranted characteristics.

Supplier is not liable for the results that the customer wants to achieve with the products and services.

Excluded from liability for defects are faults and malfunctions that are not the responsibility of Supplier, like natural wear and tear, acts of God (force majeure), inappropriate handling, encroachment by the customer or a third party, undue demands, unsuitable means of production, disruptions caused by other machines and equipment, instable electrical supply, particular climatic conditions, or unusual environmental influences.

The customer shall make no claims for negligible defects. Negligible defects are namely those that do not affect the application of products and services.

In cases of substantial defects, the customer shall grant Supplier an appropriate time extension for their elimination (correction or spare parts delivery). To this end, Supplier must be entitled to free access to the supplied goods at supplier's site.

The costs for disassembly and assembly, transport, packaging, are to be borne by the customer. Spare parts will be the property of Supplier.

The warranty period and statutory period of limitations are twelve months. These will not be discontinued in the event of a defect being recognized or eliminated.

Should the elimination of the defect fail, the customer is entitled to a price reduction. He can only declare nullification of the contract if the acceptance of the product or services is unacceptable.

Where the blame for the defect lies with Supplier and there is proof thereof, despite the elimination of defects, price reduction, or nullification of the contract, the customer is entitled to compensation for real damage, in any case is limited to twenty percent of the value of the defective delivery. Entirely excluded is compensation regarding incoming profit and further damage to assets. If goods without defects are returned for repair under the warranty, then both the expenses incurred by Supplier thereby and the shipping costs therefore are to be borne by Buyer.

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#### 16. Liability

The liability for negligence of a slight to moderate degree as well as for any liability for suppliers of Supplier is excluded.

Supplier is only liable for damages due to defect in title, as well as those due to intent and gross negligence (except for liability for bodily injury). Liability is otherwise excluded – regardless of the legal basis therefore – especially also regarding loss of data and consequential damages. There is also no liability if Buyer is covered by insurance for the loss.

#### 17. Protection of Data Privacy

Data provided by the Buyer is only used by Supplier for fulfilling the order.

By concluding a purchase contract, the customer consents to receiving newsletters from the supplier. The customer can revoke this consent.

Both parties shall observe the regulations of data protection and take the appropriate organizational and technical precautions.

Each party is responsible for a reliable backup of its own data, as well as the data required for the provision of services. The customer shall back up all data in good time before an employee of Supplier can access their IT systems.

Possessor of the data collection is the Supplier. Data is disclosed to the company commissioned for the shipping. Credit card data is processed by Postfinance AG (Switzerland) as payment service provider and neither processed nor stored by Supplier.

#### 18. Applicable Law/Jurisdiction

**Legal relations between the parties are subject to Swiss law. UN Sales Law is expressly excluded. Bern is the sole place of jurisdiction. Buyer hereby expressly waives its ordinary jurisdiction. However, Supplier also has the right to bring suit against Buyer at Buyer's place of residence or business.**

#### 19. Discretion

Neither of the parties, including their employees, shall disclose any information relating to the business practices of the other to a third party, be it generally accessible or generally known. Both must take all precautions to prevent the access of this information to a third party. On the other hand, either party may

further apply know-how in their original business activities that promote business development.

#### 20. Export

The customer is responsible for conforming to all pertinent national and foreign export regulations.

#### 21. Severability Clause

If a provision of these Conditions is or proves to be invalid or impracticable, then the other provisions of these Conditions remain unaffected thereby.

These Conditions hereby replace all prior delivery and warranty provisions.

CH-3113 Rubigen, December 1st, 2021