

Muhen, march 1<sup>th</sup>. 2021

## General Terms and Conditions

The General Terms and Conditions (hereinafter referred to as GTC) are an integral part of the contract between RESATEC AG (hereinafter referred to as RESATEC) and the Purchaser. The GTC shall apply without reservation and shall take precedence over any other terms and conditions. Agreements that amend or supplement the following provisions shall require the written consent of RESATEC in order to be valid. Once the GTC have been agreed, they shall also apply to all further contractual relationships between RESATEC and the Purchaser. The version of the GTC in force at the time of conclusion of the contract shall apply in each case.

### 1. Offer and Order

RESATEC's offers are subject to change without notice. The contract between RESATEC and the Purchaser shall be concluded as soon as RESATEC has confirmed the Purchaser's oral or written order in writing. The contents of the order confirmation shall be decisive for the scope of deliveries and services of RESATEC. This shall be deemed to have been accepted by the Purchaser unless the latter objects to its contents in writing within 2 working days of receipt. The minimum order value is CHF 100 net value of goods.

### 2. Prices

Prices are net ex works, Incoterms 2020, excluding packaging and VAT. All services which go beyond those described in the order confirmation shall be borne by the customer and shall be invoiced separately. The amounts invoiced for mold construction and tools shall be understood as pro-rata costs; the molds and tools in question shall remain the sole property of RESATEC.

### 3. Delivery terms

The delivery time stated in each case refers to the entire calendar week. RESATEC may freely choose the actual delivery date within the corresponding calendar week. Agreements on delivery dates to the exact day shall require the written consent of RESATEC in order to be valid. The Purchaser's right to withdraw from the contract and claims for damages based on non-compliance with a delivery date/period are expressly excluded. This also includes incidents of force majeure such as delayed or defective delivery of raw materials, semi-finished or finished products or official measures. This shall not apply to cases of delay which can be proven to have been caused intentionally or by gross negligence on the part of RESATEC. If there is no agreement regarding a delivery date/period, RESATEC shall deliver as soon as the ordered goods are available. If the Purchaser is in default of acceptance or violates other duties to cooperate, RESATEC shall be entitled to claim all damages incurred by it as a result.

### 4. Claim for damages due to delay in delivery.

The Principal shall be entitled to make a claim for delayed deliveries insofar as a delay can be proven to have been caused by RESATEC and the Principal can prove damage as a result of this delay. Compensation may amount to a maximum of 0.5% for each full week of delay, but not more than 3% in total, calculated on the contract price of the delayed part of the delivery. The first two weeks of delay do not entitle to any compensation. There are no further rights or claims to compensation other than those mentioned above. If the customer is helped out by substitute deliveries, any claim for compensation shall be waived.

### 5. Shipping and shipping costs

Shipping instructions of the Purchaser shall only be binding on RESATEC if RESATEC has confirmed them in writing. RESATEC shall determine the type of packaging. If the Purchaser requests a type of packaging that deviates from RESATEC's choice, RESATEC shall in this case be released from any liability for transport damage. Unless otherwise agreed, shipping costs shall be borne in full by the Purchaser.

### 6. Transfer of benefit and risk

Benefit and risk shall pass to the Purchaser upon dispatch of the deliveries ex works of RESATEC.

### 7. Acceptance of deliveries and warranties

RESATEC must be notified in writing of any defects in weight, quantity, quality and price of the goods within 10 days of receipt of the same, otherwise the goods and the price shall be deemed to have been accepted. If no such notification is made, the goods and the price shall be deemed to have been accepted and any warranty claims on the part of the Purchaser shall lapse. RESATEC obligates itself, if notified in due time, to replace free of charge within a reasonable period of time all parts of the delivery which are demonstrably defective or unusable as a result of faulty design or defective workmanship in return for their return. Illustrations in catalogs and price lists as well as colors and the like shown therein are non-binding and do not constitute grounds for complaint. RESATEC also grants a functional guarantee of 12 months from the date of delivery. Customer-specific designs are excluded from this. The warranty shall expire immediately if the customer or third parties carry out modifications or repairs themselves without the express consent of RESATEC. Further warranty claims by the ordering party are excluded. Unauthorized return of delivered goods will not be refunded.

### 8. Drawings and prototypes

Drawings and prototypes produced by RESATEC shall remain its property. Forwarding to third parties is generally prohibited and only permitted with our express approval.

### 9. Reservation of title

The goods shall remain the property of RESATEC until the purchase price and all ancillary claims have been paid in full. RESATEC shall be entitled to have the retention of title entered in the relevant register.

### 10. Privacy policy (DSGVO)

RESATEC AG believes in protecting your privacy. For this reason, we have updated and expanded our privacy policy to comply with the Data Protection Act (DSGVO). By continuing to use our products and services, you acknowledge that you have read and accepted the new DSGVO. RESATEC AG fulfills its information obligations under Articles 13 and 14 of the DSGVO with the contents of the privacy policy and access to it.

### 11. Terms of payment

The terms of payment are set out in writing in the order confirmation and are to be paid by the customer without any additional deductions (e.g. discounts, expenses, taxes, fees, etc.) in accordance with the agreed payment deadline. In the event of non-payment within the payment period, default of payment shall occur without further reminder. In this case, RESATEC shall be entitled to charge interest on arrears at the rate of 6% p.a..

### 12. Applicable law

The contractual relationship between RESATEC AG and the Purchaser shall be expressly governed by Swiss law.

### 13. Place of jurisdiction

The exclusive place of jurisdiction for any disputes shall be the registered domicile of RESATEC AG