

General Business Terms and Conditions for SOBA INTER AG (GBTC)

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1. General Provisions

- 1.1 The General Business Terms and Conditions (GBTC), as well as the terms individually determined according to the order confirmation, constitute the binding legal basis for the contractual relations between the customer and SOBA INTER.
- 1.2 SOBA INTER enters into agreements only on the basis of their GBTC; these also apply even when the offer or order confirmation from SOBA INTER does not explicitly refer to the GBTC. Special agreements for individual points in this GBTC must be made in written form to be valid.
- 1.3 The GBTC override any other conditions stipulated by the customer, in any form whatsoever.
- 1.4 The version of the GBTC valid at the time of order applies. This can be found at: www.soba-inter.com.

2. Design of products, preliminary studies, proposals, plans, consultation and services

- 2.1 The ownership and copyrights of SOBA INTER from the preliminary studies, research, developments and plans that they created shall not transfer over to the customer with the sale of goods. Such documents and work results may only be reproduced or used by the customer, whether in duplicate form or otherwise, with the prior written consent of SOBA INTER.
- 2.2 Planning or any other services performed by SOBA INTER and requested by the customer are to be compensated according to the expense, provided that the order confirmation for such services HAS not BEEN agreed to be free of charge or that another form of settlement HAS not BEEN agreed upon.
- 2.3 In no event shall SOBA INTER be liable for faulty planning, incorrect planning documents or erroneous advice (especially regarding product selection).

3. Offer, order confirmation and subsequent changes

- 3.1 Offers from SOBA INTER are non-binding as long as they have not been expressly defined as binding for a specific period.
- 3.2 After an order has been placed, SOBA INTER will issue an order confirmation. Its contents are considered as approved and binding as long as the customer does not reject it in writing within 5 working days from issuance and at the latest when accepting the goods.
- 3.3 Any changes made to the main contractual items thereafter have to be documented in a suitable manner.

4. Prices

- 4.1 All prices are exclusive of VAT without any deductions.
- 4.2 Prices are net prices ex works CH Baden-Dättwil (EXW Incoterms 2010). Freight charges, customs duties, sales taxes, etc. are at the expense of the customer. The shipping of the goods will take place at the risk of the customer.
- 4.3 The prices found in the price lists or offers can be adapted by SOBA INTER as necessary as a result of changes in purchasing prices or currency fluctuations.
- 4.4 Any additional costs caused by changes, directives, instructions or resulting in any other way from the customer, shall be subject to compensation to SOBA INTER.
- 4.5 Sample costs (material and time) shall be at the expense of the customer.

5. Terms of payment

- 5.1 Invoices from SOBA INTER are to be paid net.
- 5.2 In the event that goods are to be delivered individually, SOBA INTER shall be entitled to a down payment of 50% of the agreed price upon issuing the order confirmation.
- 5.3 The customer is not entitled to withhold, charge or reduce payments due to complaints or based on his own claims. A retention of guarantee is also excluded.
- 5.4 Payment due dates are to be met even if transport, delivery, assembly, commissioning or acceptance of the deliveries or services is delayed or made impossible for reasons for which SOBA INTER is not responsible, or if unimportant parts are missing or repairs prove necessary that do not render the use of the supplies impossible.
- 5.5 If the customer defaults on a payment or if SOBA INTER should have cause to be concerned about not receiving payments from the customer in full or on time, SOBA INTER shall be entitled to withhold its services and to carry out deliveries as payments are received from the customer, as well as to store goods at the cost of the customer; when storing, the contractually agreed price for the stored delivery shall be payable immediately.

5.6 The payment period is 30 days from the date of invoice. After the end of the payment period, the customer will be in default, without having to receive an overdue notice.

6. Terms of delivery, acceptance delay and transfer of risk

6.1 Providing the delivery period has been defined in terms of a time frame (number of days, weeks, etc.), then the delivery period begins on the date that SOBA INTER issued the order confirmation.

6.2 The delivery deadlines and delivery dates confirmed in the order confirmation are valid as approximate dates (no fixed dates).

6.3 In all cases, the delivery periods and delivery dates are extended by the duration during which documents, plans, drawings, production details or other data or documents which are to be supplied by the customer, are missing. The same applies in the event that the customer, after receiving the documents and despite SOBA INTER's request, waives their approval, is in default on the payment or fails to meet other obligations.

6.4 In the event of operational disturbances, strikes and cases of force majeure, SOBA INTER shall be released from its obligation to meet the delivery deadlines and periods. This also applies in the event that such an impediment occurs during a delay or with a contractor or sub-contractor.

6.5 In no case shall the customer be entitled to compensation for damages or to terminate the contract due to delayed delivery.

6.6 The customer is obliged to ensure prior access to his buildings, premises and the like when the exact date of delivery is clear so that SOBA INTER can make the delivery unhindered.

6.7 If the customer is in default of acceptance, SOBA INTER is entitled to charge the customer the entirety of the expenses resulting from this acceptance delay (for example, additional transportation, storage costs).

6.8 The transfer of risk shall take place with the delivery of the goods at the place of delivery or with the dispatch; if it is not possible to carry out a punctual delivery or if it is delayed due to the customer, the transfer of risk will take place with default.

7. Retention of title

All deliveries shall remain the property of SOBA INTER until payment is paid in full by the customer. SOBA INTER shall be entitled to obtain the necessary entries from the official registers (in particular the reservation of proprietary registers) by means of an ex parte application.

8. Monitoring and defect complaints

8.1 The customer must examine the goods immediately upon delivery and report any defects. Concealed defects are to be reported immediately after discovery. The complaint must be made in writing with exact description of the defect in question.

8.2 Only those characteristics which have been expressly designated as guaranteed in the order confirmation or in the specifications are regarded as such.

8.3 Regarding delivery item defects of any kind, the customer has no rights other than those expressly specified in para. 10 below.

9. Defects of delivery items

9.1 The rights of the customer due to defects in the delivery item shall lapse 2 years after delivery to the customer; in the event where products are installed in an immovable property, these rights lapse 5 years after delivery to the customer.

9.2 The warranty period for replaced or repaired parts of the delivery item shall be 6 months from the date of their replacement, the completion of their repair or their removal if the deadline as per section 10.1 above expires earlier.

9.3 In the event there are defects:

(1) for movable goods, the defective parts are either repaired or replaced by SOBA INTER at its headquarters; the cost of transporting the defective goods to SOBA INTER shall be assumed by the customer; SOBA INTER will bear the cost of the return transport;

(2) for work on the customer's premises, which can not be removed or can only be remedied with disproportionate disadvantages, SOBA INTER will either repair the defective parts or grant a price reduction in the customer's favor.

9.4 The rights to defects do not apply to damages caused by natural wear and tear, poor maintenance, failure to comply with operating instructions, incorrect operation, excessive use, unsuitable equipment, chemical influences, environmental influences, construction or installation work not performed by SOBA INTER or for any other reasons with which SOBA INTER was not involved.

9.5 Cases which are not considered defects and are excluded from any claims are those concerning slight color differences and changes as a result of model adjustments by the manufacturer.

9.6 The rights of defects shall expire prematurely if either the customer or a third party makes modifications or repairs to the delivery item without the written consent of SOBA INTER, or if the customer has not taken all appropriate measures to reduce the damage immediately and given SOBA INTER the opportunity to repair the defect.

10. Assembly instructions, operating instructions and safety instructions

The customer makes a commitment to strictly comply with all guidelines and instructions, in particular the assembly instructions, the operating instructions and the safety instructions, and to ensure that these guidelines and instructions are also followed by third parties for whom the delivery item is left for use.

11. Information about the product features

The product features are only given in the quote and the confirmation of order and, if these are missing, they are in the data sheets provided by SOBA INTER. Any other information regarding product features is non-binding, especially statements found in advertisement material.

12. Exclusion of further liability

12.1 SOBA INTER shall not be liable for any claims made by the customer on the basis of incorrect information, violation of information or additional obligations, erroneous advice and the like.

12.2 Any cases of breach of contract and their legal consequences as well as claims of the customer, irrespective of the legal reason from which they are derived, are regulated in these conditions. In particular, any claims not specifically stated for compensation for damages, reduction, cancellation of the contract or withdrawal from the contract are excluded. In no event shall the customer be entitled to claims for compensation for damages not arising from the delivered goods themselves (consequential damages), namely such as loss of use and other indirect damages. The legislation on product liability is reserved.

13. Place of delivery

The place of delivery is SOBA INTER headquarters.

14. Applicable law

Swiss law shall be applicable without giving effect to the principles of conflict of laws and the International Sale of Goods (CISG).

15. Court of jurisdiction

The exclusive jurisdiction for all disputes between the customer and SOBA INTER is SOBA INTER headquarters. In addition, SOBA INTER is entitled to bring action against the customer before competent courts of law.