



Standard Sale and Delivery Terms of SedoEngineering SA (SedoEngineering or Seller)

1 Applicability

- 1.1 The present Sales and Delivery Terms shall apply to the Seller's deliveries, services and offers unless agreed otherwise in writing in the order confirmation. They shall also apply to all future deliveries, services and offers to the Buyer, even if not separately agreed once again.
- 1.2 The Buyer's business terms or those of third parties shall not be applicable even if the Seller fails to specifically contest their applicability in the specific instance. Even if the Seller makes reference to a written communication of the Buyer or a third party containing or referring to such terms or accepts payments from the Buyer and performs deliveries, this shall not constitute any consent to the application of those business terms.

2 Contract signing, order acceptance

- 2.1 All offers by the Seller shall be non-binding and without commitment.
- 2.2 Orders or contracts shall only be binding if the Seller has declared acceptance by sending an order confirmation.
- 2.3 Information by the Seller on the object of the delivery or the services (e.g., weight, dimensions, usage values, endurance, tolerances or technical data) as well as corresponding presentations of the same (e.g., plans, blueprints, illustrations) shall only apply approximately unless usability for a contractually specified purpose presupposes a precise fit. They are not guaranteed properties but rather descriptions or identification of the delivery or the service.

3 Prices, payment

- 3.1 Prices shall apply to the scope of delivery or services listed in the order confirmation.
- 3.2 The prices shall be understood as net in CHF, plus value-added tax, unless otherwise stipulated in the order confirmation.
- 3.3 Any customs duties, taxes, charges, fees and so forth levied outside the country of sale in connection with the delivery transaction shall be borne by the Buyer or must be reimbursed to the Seller in return for corresponding documentation, should the Seller be called upon to pay for them. Unless otherwise agreed and stipulated accordingly in the order confirmation, all bank and shipping expenses shall be at the expense of the Buyer.
- 3.4 Invoiced amounts shall be paid within thirty (30) days without deduction, unless otherwise agreed in writing.
- 3.5 The Seller shall be entitled to only execute deliveries or services in return for advance payment or posting of collateral if after signing of the contract circumstances become known that are likely to significantly reduce the Buyer's creditworthiness.
- 3.6 For late receipt of payment, the conventional bank late payment interest plus 3% shall be charged.
- 3.7 In addition, the Seller shall be entitled, if the agreed payment dates are not kept, to order suspension of delivery without prior warning.

4 Delivery, delivery date

- 4.1 Deliveries are made according to the 2010 Incoterms agreed. In the absence of any agreement, delivery is made EXW ex works according to 2010 Incoterms.
- 4.2 Deadlines and dates for deliveries and services promised by the Seller shall at all times be approximate unless a set deadline for a set date has been expressly assured or agreed. If shipment has been agreed, delivery deadlines and delivery dates shall relate to the time for surrender to the hauler, freight forwarder or other third party charged with shipment.
- 4.3 The Seller shall be entitled to make partial deliveries.
- 4.4 In case of late delivery, the Buyer shall basically not have any claim to damage compensation or cancellation of the contract.
- 4.5 The Seller shall not be liable for impossibility of delivery or delivery delays if these have been caused by force majeure or other events not foreseeable at the time of contract signing (e.g., operating breakdowns, strikes, shipment delays, incorrect or untimely delivery by suppliers, etc.) for which the Seller is not responsible.

5 Passing of risk, acceptance of delivery

- 5.1 Risk shall pass to the Buyer at the latest upon surrender of the delivery item to the hauler, freight forwarder or other third party charged with shipment. If shipment or surrender is delayed due to any circumstance caused by the Buyer, risk shall pass to the buyer as of the date on which the delivery item is ready to ship and the Seller has informed the Buyer about this.
- 5.2 If acceptance of delivery must occur, the delivery item shall be deemed accepted when
 - Delivery, and if the Seller also owes installation, delivery and installation have been completed, or
 - Ten (10) days have passed since delivery or installation and the Buyer has begun to use the delivery item.
- 5.3 If the Buyer does not accept delivery as of the contractually agreed time then it must nonetheless make payments depending on the time of delivery.
- 5.4 If the Buyer for any reason does not comply with its obligation to accept delivery, it shall be challenged in writing by the Seller to do so within a specific period of time.

6 Retained title

The Seller reserves the right to retain title to the delivery item up through complete fulfilment of all existing liabilities owing to it.

7 Warranty, liability for defects

- 7.1 The warranty period shall be 12 months from commissioning of the delivery item or 18 months from the invoice date, whichever occurs first.
- 7.2 The warranty shall exclusively comprise the mechanical, electric and electronic functioning of the delivery item. It shall not apply to set-up errors and/or improper handling.

- 7.3 The items delivered must be carefully examined immediately upon delivery to the Buyer or to a third party designated by the Buyer. They shall be deemed to be approved by the Buyer in regard to obvious defects or other defects which would have been recognizable in an immediate and careful examination if the Seller does not receive a written defect claim within seven (7) working days of physical delivery. In regard to other defects, the delivery items shall be deemed to be approved by the Buyer if the Seller does not receive a defect claim within seven (7) working days of the time when the defect appeared or was recognizable for the Buyer (which ever occurs first).
- 7.4 The products complained of shall at the demand of the Seller be returned delivery free by the Buyer to the Seller.
- 7.5 The Seller reserves the right, at its own discretion, to repair or replace the products.
- 7.6 Liability shall lapse completely if the Buyer without the consent of the Seller has modified the delivery item or let third parties modify it and remedy of the defect has in this way been rendered impossible or unreasonably difficult. In any case, the Buyer must bear the extra costs of remedy of the defect caused by the modification.

8 Operating safety

- 8.1 The Buyer shall be obliged to abide by the operating instructions and safety briefing provided upon delivery and to instruct its personnel accordingly so that safe operation of the delivery item is guaranteed. In the absence of any written report by the Buyer to the contrary, it shall be assumed that it has received the operating instructions and the safety notices.
- 8.2 Existing safety devices and safety and warning notices on the machinery may not be removed. Poorly attached or damaged notices must be re-attached or replaced immediately. The Seller shall be obliged to replace, at any time and in an appropriate quantity, no longer usable safety and warning notices. Changes to the safety instructions must be immediately applied and complied with by the Buyer.

9 Liability for damage compensation

- 9.1 All instances of breaches of contract by the Seller and their legal consequences as well as all claims by the Buyer, for whatever legal reason they may be advanced, shall be deemed to be exhaustively regulated in these Terms.
- 9.2 In particular, all claims by the Buyer to damage compensation not expressly cited (including resulting damage such as production outages, lost profits, loss of use and any other economic damages), to reduction or cancellation of the contract shall be barred.
- 9.3 This liability disclaimer shall apply without limitation in regard to item 7 (warranty, liability for defects) and shall otherwise not apply to deliberate intent and gross negligence on the part of the Seller, but shall nonetheless apply as well to deliberate intent and gross negligence on the part of the Seller's auxiliaries.

10 Data protection

- 10.1 The Buyer shall agree that its personal data, more specifically name, contact interlocutor, address, telephone number and email address may be stored and processed for the purpose of sending information (event invitations, newsletter, professional literature, Christmas post) as well as for purposes of CRM (customer relations management) within the corporate group, as well as forwarded to companies affiliated with SedoEngineering.

- 10.2 The customer shall be entitled, upon request and without charge, to be given information about the data stored regarding it.
- 10.3 The customer shall be entitled to correction, deletion or blocking of incorrect data. The request may be made to SedoEngineering without any specified form, including in particular per email to compliance@sedo-engineering.com.
- 10.4 In case of a request for correction, SedoEngineering shall correct the data for the party in question. Considering the purpose of the processing, the party in question shall additionally be entitled to demand to have incomplete data completed.
- 10.5 Prerequisite for the right to deletion shall be that one of the following reasons applies:
- The personal data are no longer needed for the purpose for which they were collected.
 - The party in question has revoked its consent to the data processing (and there is no other legal reason to do so).
 - The party in question has raised objection to processing (and there are no prioritized justified grounds for processing).
 - The personal data was processed illegally.
 - The deletion of the personal data is required to fulfil a legal obligation under the law of the European Union or the law of the Member States.

11 Arbitration clause and choice of jurisdiction agreement

- 11.1 All disputes, differences of opinion or claims under or in connection with the contractual relationship existing between the parties, including in regard to its validity, invalidity, breach or cancellation thereof, shall be adjudicated by an arbitration panel in accordance with the International Swiss Arbitration Code of the Swiss Chambers' Arbitration Institution. Applicable shall be the version of the Arbitration Code in force at the time of service of the notification of initiation of arbitration proceedings. The arbitration panel shall consist of one or three members. The seat of the arbitration proceedings shall be in Zurich, Switzerland. The language of the arbitration proceedings shall be English.
- 11.2 SedoEngineering shall be entitled, as an alternative to item 11.1 and at its own option, to conduct proceedings in the regular courts. The choice of jurisdiction shall in that case be Wetzikon, Switzerland.

12 Final provisions

- 12.1 All agreements and legally relevant statements of the contract parties must be in writing to be valid. This shall also apply to any agreement to deviate from the requirement of written form. Statements shall only be legally binding when they have been received by the contract interlocutor.
- 12.2 Should one or more provisions of the contract be legally void or inadmissible, in part or as a whole, then this shall not impair the validity of the remaining provisions of the contract. The contract parties shall replace the void or inadmissible provision with one that is valid or admissible and which most closely approximates the legal and commercial purpose of the provisions to be replaced.
- 12.3 The relations between Seller and Buyer shall be subject exclusively to the law of the Swiss Confederation. The UN Convention on the International Sale of Goods (CISG) of 11 April 1980 shall not be applicable.