

## General Terms and Conditions of Elsys AG

### 1. General, Scope and Validity

- 1.1. The subject of these general terms and conditions (hereinafter referred to as «GTC») is the basic regulation of business transactions between Elsys AG and the contractual partner (hereinafter referred to as «customer»), as well as the general definition of mutual rights and obligations.
- 1.2. The general terms and conditions thus form the framework for all legal transactions between Elsys AG and the customer. In particular, they form the exclusive basis for the provision of services, production of plants and the sale of products. Up to a possible new edition, the general terms and conditions are binding for all current and future business transactions with Elsys AG, even if they are no longer explicitly referred to in a later legal transaction.

### 2. Offers and Quotes

- 2.1. All offers are non-binding and subject to confirmation until the order is confirmed and are valid until the expiry of the validity period. Elsys AG retains ownership and copyright of all documents that are handed over to the client. These documents may only be made available to third parties with the written consent of Elsys AG. Elsys AG reserves the right to claim further damage and is entitled to withdraw from the contract without the purchaser having any claims.
- 2.2. Each order is only considered accepted with the clarification of all details and with the express written confirmation of Elsys AG.
- 2.3. Unless otherwise agreed, the prices are in Swiss francs, excluding VAT and apply exclusively from packaging and freight / postage from Niederrohrdorf.
- 2.4. The price calculations prepared by Elsys AG are based on the documents provided by the client. Unless the client specifies clear specifications, Elsys AG is free to choose the equivalent parts.

### 3. Conclusion of an Agreement

- 3.1. Orders are accepted in oral or written form.
- 3.2. The contract is concluded as soon as Elsys AG has confirmed its acceptance in writing after receipt of an order.
- 3.3. Partial deliveries are permitted. The information provided by the supplier about the weight and size of the goods and packaging is non-binding.
- 3.4. Elsys AG can make the acceptance and execution of the orders dependent on a security or advance payment.

### 4. Terms of Payment

- 4.1. Unless otherwise agreed, all prices are net (excluding VAT), ex works, without packaging, without any deductions. All additional costs, such as freight, permits for import, transit, export, as well as other permits and notifications, are borne by the customer. Likewise, the client has to bear all types of taxes, duties, fees, duties and the like, which are raised in connection with the contract.
- 4.2. Invoices are payable net within 30 days (expiry date). Other payment terms, such as cash discounts, are specifically agreed and confirmed. Generally there is no entitlement to a cash discount. The right to offset existing or asserted claims of the buyer is expressly excluded. The obligation to pay is not affected by asserted defects.
- 4.3. Until the ordered goods have been paid in full, Elsys AG has the right to make an entry in the retention of title register.

### 5. Delivery Times

- 5.1. The specified delivery times are non-binding. In particular, no responsibility is assumed for delays caused by unforeseen events, such as acts of God, mobilization, war, pandemic, riot, lack of raw materials, operational disruptions, manufacturing committee, strikes, transport delays or other events through no fault of your own. If the ordered goods cannot be delivered at all or can only be delivered late due to such events through no fault of their own, the purchaser has no claims against Elsys AG.
- 5.2. The delivery period is extended appropriately if Elsys AG does not receive the information, documents and other documents required to fulfill the contract in good time or if these are subsequently changed.



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## 6. Place of Performance, Shipping and Transportation risk

- 6.1. Niederrohrdorf is the place of performance. The risk is transferred to the buyer as soon as the goods leave the Elsys AG warehouse or if they are shipped directly from their suppliers. This also applies to free domicile deliveries.
- 6.2. Elsys AG takes out general transport insurance for all deliveries to and from Elsys AG. Insurance cover per package is CHF 40,000. Higher insurance protection is only taken out at the express request of the customer and at his expense.
- 6.3. Consignments with any transport damage must be accepted and the defects of the transport company concerned must be reported immediately in writing (copy to Elsys AG) for the purpose of taking stock of the facts. Complaints and notices of defects must be made within 8 days of the arrival of the goods at Elsys AG, otherwise the delivery is deemed to have been accepted without reservation.

## 7. Warranty for Defects

- 7.1. The Elsys AG Warranty lasts for 24 months and extends beyond the days of its abolition and to any defects that appear to have been caused by material defects or defective manufacturing. The Warranty does not limit you, at the discretion of Elsys AG, to the replacement or repair of the defective products or components or to the reimbursement of the invoice value of the non-replaced products or components. Any further gun performance, especially for so-called sequels, is excluded.
- 7.2. No liability is accepted for changes, repairs and interventions of any kind that were not carried out by Elsys AG or its designated experts. This will void any warranty claims.

## 8. Complaints

- 8.1. Complaints must be made within eight days of the arrival of the goods, otherwise the delivery is considered approved. Consignments with possible transport damage are to be accepted with reservation and to be reported to the relevant transport company for the purpose of taking stock of the facts within the statutory period.

## 9. Place of jurisdiction and applicable law

- 9.1. Swiss law is exclusively applicable to any disputes.
- 9.2. The place of jurisdiction is Niederrohrdorf.

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