

## General Business, Delivery and Payment Conditions

### 1. General points

The following general conditions apply to quotes, deliveries and payments between customers and GUNNAR AG (GUNNAR). Specific alternative agreements for individual companies are only valid if they are set down in writing. Printed or digital price lists, catalogues, prospectuses, web information or extracts thereof, or any other publications, are generally not binding. 'Product' in the following signifies editing tables, software, consumables or replacement parts made by GUNNAR.

### 2. Quotes

Quotes are generally only valid if made in written form, for the following 30 days. They can be retracted at any time.

### 3. Delivery times

The delivery times stated are in principle not binding, although all possible effort will be made to adhere to them. A delivery delay, especially if caused by force majeure or extraordinary disturbances to services, does not constitute any right to compensation of any kind on the part of the customer. The customer shall be kept regularly informed about the progress of production, in order for effective planning to be achieved.

### 4. Product guarantee

4.1 GUNNAR guarantees the buyer that the product purchased is free of defects which would significantly inhibit the contractually agreed usage of the product.

4.2 Refunds for a faulty or incomplete delivery should be directed to GUNNAR within 10 days of receipt of the goods.

4.3 Acceptance of damaged shipments (transport damage, visible damage to the packaging and / or goods) by the customer is always subject to the receipt of a written notice of complaint on the delivery notes of the transporter and the provision of ongoing, detailed written return information, including photos, to GUNNAR.

4.4 Type-specific guarantee limits and service conditions apply, which are included in the respective product-related sales contract as officially valid documents. Generally, if it is not otherwise stated in writing, there is a 12 month guarantee period.

4.5 The guarantee period shall end when the parameters stated in the sales contract are reached, whereby the first to be reached shall be considered the maximum duration of the guarantee. The condition for the guarantee is the adherence to service intervals as specified in the product specific service manual. The buyer is obliged to work with technicians certified by GUNNAR or local GUNNAR partners in the event of guarantee and service inquiries.

4.6 Insofar as a defect is not caused by him or a third party, the buyer has the right to have the defect repaired within an appropriate time limit.

4.7 GUNNAR has the right, instead of repairing the product, to provide a free and contractually agreed replacement.

4.8 Other claims under guarantee are excluded, subject to irrevocable legal provisions. In particular, no damages may be claimed.

4.9 The guarantee for countries without local service support covers only the cost of the appropriate spare parts, costs of correspondence and spare parts shipment. Any costs of work carried out or other costs incurred are not covered. To minimise risks related to failure and repair time in the event of a product failure, the buyer shall be recommended 1. a clearly defined, paid local main spare parts warehouse determined by GUNNAR and 2. the detailed schooling of one or more local technical staff of the customer, to be determined before the installation of the product begins, in the area of service, maintenance and repair work in the context of a paid extended initial installation of the product.

4.10 Guarantee claims shall be excluded especially if the purchased object is improperly handled or maintained, overloaded, changed or altered without authorisation or in the event of non-compliance with the user or service manuals.

4.11 In any case, normal wear and tear are excluded from the guarantee.

4.12 Complaints must be made immediately in writing.

### 5. Shipping, risk assumption and place of fulfilment

Shipping shall take place, if no other arrangements are made, freight collect to the Altstätten plant in Switzerland. The place of fulfilment is Altstätten, Switzerland.

### 6. Prices

All prices, if it is not agreed otherwise in writing, are net, excluding statutory VAT, customs duties, taxes, packaging, transportation, installation and service.

### 7. Terms of payment

Unless otherwise agreed, the following payment terms apply:

7.1 The purchased item shall be delivered only after the purchase price may be paid in full. When ordering a bank guarantee whereby the amount is released within 10 days after delivery or an irrevocable letter of credit, the purchase price is payable within 30 days from the date of invoice.

- 7.2 Repair and spare parts invoices are payable immediately and without discount. GUNNAR reserves the right to send these deliveries as collect on delivery.
- 7.3 For orders with a value of less than CHF 100 net, an appropriate minimum value charge will be added to the invoice.
- 7.4 If prepayment is required, the goods shall only be deemed as fully paid and accordingly ready to deliver if the full invoice amount, including any service charges, has been irrevocably credited to the GUNNAR account.
- 7.5 Based on the reservation of proprietary rights, all goods remain in ownership of GUNNAR until full payment.

**8. Delay by the buyer**

If there should be a delay by the buyer in payment of the purchase price, GUNNAR may exercise the following rights:

- 8.1 On delivery, they may make a complaint and request the payment of delay compensation.
- 8.2 They may demand compensation due to lack of fulfilment.
- 8.3 They may withdraw from the contract and demand compensation for any damage due to the lapse in the contract after GUNNAR has informed the buyer of this in writing.
- 8.4 In the event of a delay or deferral by the buyer, they must pay 0.75% interest on the contractually-agreed sum per month from the due date of the purchase price.
- 8.5 If the product is already in operation, software-related cut-off of the relevant product.

**9. Protection of data privacy**

All exchanged data within the order process between GUNNAR and the customer have to be handled in confidence by both parties and shall not be forwarded to outside/third parties unless specified in writing.

**10. Applicable law**

Purchase agreements are subject to Swiss law, in particular the purchase right stated in the Swiss Code of Obligations (Art. 184 et seq. CO) and these general business and delivery conditions. The provisions of the UN Agreement on contracts for the international sale of goods (Viennese purchase law) shall be excluded.

**11. Partial invalidity**

The invalidity of any provision of a sales contract, which is governed by these General Business, Delivery and Payment Conditions, shall not result in the invalidity of the whole contract. The invalid provision shall be replaced with another, valid provision that reflects as closely as possible the purpose of the invalid provision.

**12. Place of jurisdiction**

The place of jurisdiction for any disagreements relating to a sales contract which is governed by these General Business, Delivery and Payment Conditions, shall be CH-9450 Altstätten, Switzerland. Alternatively, GUNNAR has the right to contact the responsible courts in the area of the buyer.

**13. Previous business conditions**

These General Business, Delivery and Payment Conditions shall replace all previous general business conditions of GUNNAR.