

## General Terms and Conditions of Sale (GTCs) of ELEKTRON

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### 1. Introduction

The original version of these General Terms and Conditions is the German version and can be downloaded from [www.elektron.ch](http://www.elektron.ch). Versions in other languages are translations. In the event of any difficulties of interpretation, the German text shall prevail.

### 2. Scope

The following General Terms and Conditions of Sale (GTCs) apply to all of our services and deliverables, unless expressly agreed otherwise in writing. The customer's general terms and conditions shall not apply in any respect, unless they have been expressly acknowledged by us in writing as an integral part of the contract. All unconditional orders shall be subject to these GTCs. The GTCs in force at the time of contract conclusion shall apply; the currently valid GTCs can be consulted and downloaded at any time from [www.elektron.ch](http://www.elektron.ch).

### 3. Offers

Unless stated otherwise, our offers are subject to change and non-binding. All documents, plans and similar materials provided by us to the customer during the offering stage remain our property and must be returned to us within one week if the offer does not result in the placement of an order.

### 4. Conclusion of contract / Deliverables

A contract only comes about once the order is confirmed in writing by means of the formal order confirmation. Our delivery commitment comprises those services and deliverables that have been confirmed in writing.

### 5. Delivery conditions

Deliveries are made in accordance with INCOTERMS® 2010, EXW Elektron AG, 8804 Au ZH, unless agreed otherwise in writing. If the customer's notification of pickup orders/delivery instructions is late, the goods in question shall be invoiced and stored with us at the customer's cost and risk. Partial deliveries, in particular such as may be subject to a master agreement, shall be treated as independent transactions and invoiced to the customer accordingly.

### 6. Delivery times

If delivery times have been agreed, they will be specified in the written order confirmation. The delivery time shall be deemed to have been complied with if the customer is notified on time in writing of readiness for delivery. Delays resulting from force majeure or other unforeseen obstacles shall cause the delivery time to be extended by at least the duration of the event in question. Should the customer be in arrears on an order subject to prepayment, any agreed delivery time shall be extended by at least the same amount of time as the customer is in arrears. Extension of delivery deadlines as allowed by law shall not entitle the customer to refuse delivery or cancel the contract. Unless agreed otherwise, claims for damages due to failure to adhere to deadlines shall be excluded.

### 7. Price

Our prices generally do not include Value-Added Tax (VAT). We apply a surcharge to small orders to cover additional time and effort. In the event of significant changes to the relevant factors for price calculation, particularly changes to exchange rates for items procured from abroad or significant price increases in procurement markets (e.g. rising raw material prices), we reserve the right to adapt prices accordingly.

### 8. Conditions of payment

Unless agreed otherwise, our invoices are to be paid in the agreed currency within 30 days of the date of the invoice net without any deductions. Offsetting of counterclaims of any kind is not permitted.

### 9. Late payment

If payment has not been received after 30 days from the date of the invoice, the customer shall automatically be in default without further reminder and penalty interest of 8% p.a. shall be owed on the arrears, unless agreed otherwise. Furthermore, we shall be entitled, but not obliged, to withdraw from the contract and demand the return of any goods that have already been delivered.

### 10. Retention of proprietary rights

We retain the proprietary rights to the goods/services delivered until such have been paid in full. Furthermore, we are entitled to have the reservation of title entered in the relevant legal register without further involvement of the customer.

### 11. Inspection and acceptance of goods / Notice of defects and shortcomings

The customer shall immediately inspect the quality and quantity of the delivered goods. Obvious defects or shortcomings are to be reported to us in writing with a detailed description within eight days of receipt of the delivery. Hidden defects are to be reported to us immediately upon their discovery, within the warranty period. In case of late notification, the deliveries in question shall be deemed to have been accepted and all guarantees under the warranty shall be void.

Having been notified of a defect or shortcoming, we have the right to make improvements or provide a replacement. If improvements are required at the delivery destination, we shall only bear the costs that the work in question would entail if such improvements were made on our premises; we will not assume the costs of dismantling and reinstallation, for example. If we fail through our own fault to remedy the defect/shortcoming within an appropriate grace period set by the customer, the customer shall be entitled to demand a price reduction. Any further claims are excluded. Complaints or notifications of defects/shortcomings do not entitle the customer to withhold payment.

**12. Warranty**

We guarantee our customers only those product qualities and specifications that are expressly agreed in writing. The warranty period is 12 months from the date of delivery, unless agreed otherwise in writing. If a delivery under warranty is altered or repaired by the customer or a third party, our obligations under the warranty become null and void. Normal wear and tear and damage caused, for example, by incorrect maintenance, improper use, overuse or interference of third parties is also excluded from the warranty.

**13. Liability for delivery**

Insofar as permitted by law, our liability is limited to direct damages to people and property of the customer if malicious intent or gross negligence can be proven. Further liability, such as for financial losses, production losses and loss of prospective profits, is excluded.

**14. Liability for services**

We promise our customers that services will be delivered in a careful, professional manner. Our liability for the services we provide is limited to instances of malicious intent and gross negligence.

**15. Cancellation / Rescission**

The cancellation of an order or rescission of a contract by the customer is subject to our written consent and the assumption by the customer of all related costs accrued up until that time. Complaints regarding a partial delivery shall not be grounds for cancellation or rescission.

Insofar as permitted by law, we are entitled to withdraw from a contract subsequent to its conclusion without liability thereby ensuing to us to pay compensation or damages if it becomes impossible for us to provide the service/deliverable agreed or we can no longer reasonably be expected to do so.

**16. Returns / Complaints**

Returns are accepted subject to prior agreement with our sales office and the inclusion of the return delivery form with the shipment (download at [www.elektron.ch](http://www.elektron.ch)). In the case of a return associated with a complaint, the customer is to contact our sales office and then send the goods back to us accompanied by the return delivery form which will be provided accordingly.

**17. Sample consignments**

If sample articles are made available to the customer, they are to be returned to us within one month in their original packaging along with the enclosed return delivery form (download at [www.elektron.ch](http://www.elektron.ch)), unless agreed otherwise. Articles which are not returned within this time or are returned damaged or altered in some way will be invoiced to the customer.

**18. Copyright / Trademark rights**

We retain the copyright, intellectual property rights and all related rights to all documents and software programs of ELEKTRON AG. The rights to all brands and logos, picture material and texts associated with our products are held exclusively by ELEKTRON AG.

**19. Licences**

The sale of software is subject to our general terms and conditions of licensing and use, unless agreed otherwise.

**20. Applicable law**

This legal relationship shall be governed by Swiss substantive law; the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

**21. Force majeure**

If ELEKTRON AG is unable to fulfil its obligations properly due to force majeure events (e.g. war or political conflicts, strikes, weather, blocked transport routes or other events, such as epidemics or pandemics in Switzerland or abroad), the other party shall not derive any rights from this on any legal grounds whatsoever.

**22. Place of jurisdiction**

The sole place of jurisdiction shall be the courts responsible at the domicile of ELEKTRON AG. We are, however, entitled to take legal action against the customer in the courts of the customer's domicile.

**23. Concluding provision**

Should one or more provisions of these GTCs prove invalid, in full or in part, or become so in the future, this shall not affect the validity of the remaining provisions of these GTCs. The parties undertake to replace any provision that is invalid or void with one that is consistent with the applicable law and most closely reflects the intended economic purpose of the provision it is to replace.

Valid from July 2021