

General terms and conditions of sale and delivery

- 1 The general terms and conditions ("General Terms and Conditions") supplement the respective contract or the respective order content and handling of the service.**
- 1.1 Our offers, even if delivered at the request of the customer, are free of charge. On Legally binding contractual relationship with the purchaser is, in principle, only available if we have the order confirmed in writing, which is also by fax, e-mail or computer-written without signature, provided that our origin is established. The same applies to amendment of the contract or additions. For the scope, nature and time of the delivery or service is our order confirmation.
- 2 Scope of the obligation to deliver**
- 2.2 The information contained in our brochures, drawings, photographs and projects are not binding; We expressly reserve the right to make changes in the disposition of the form, the dimensions, the materials and the weights.
- 2.3 Drawings, illustrations, descriptions and offers of equipment remain our property and may not be made accessible to third parties, nor copied, nor used for the self-manufacture of the objects concerned without our written permission; The same applies analogously to the devices.
- 2.4 Call-off orders must be called up and accepted in time and in agreed partial quantities. In the case of call-off orders without agreement of terms, production quantities and acceptance dates, we can demand a binding determination of the acceptance at the latest 3 months after confirmation of order. If the purchaser fails to comply with his acceptance obligation within a period of three weeks, we are entitled to set a two-week deadline and to terminate the contract without success or to refuse delivery and to demand compensation in the event of further legal requirements.
- 3 Prices**
- 3.1 Our prices are net from our factory, CH-9200 Gossau / SG
- 3.2 Surcharges and revisions to the agreed remuneration are permissible if circumstances such as material costs or wage increases, increases in public charges, etc., compel us to do so, and the delivery or service is to be effected later than 4 months after conclusion of the contract. In the case of other price increases, the purchaser has a right of withdrawal in the event that the list price has risen significantly more than the general cost of living. Deliveries from follow-up orders which occur after the date of a price change are calculated at new prices, without the customer being entitled to a right of rescission.
- 4 Terms of payment / default of payment**
- 4.1 Unless otherwise agreed, our terms of payment shall be 30 days net. If payments are deferred or the customer is in arrears with his payment obligations, he shall owe interest at the rate of 8% above the respective base interest rate from the time of the agreement or the delay. We reserve the right to assert further claims for damages.
- 4.2 If a due payment is not made despite a deadline set by us, we shall be entitled to withdraw from the contract and may demand compensation in the case of fault on the part of the purchaser. The compensation shall amount to 15% of the list price (without VAT) of the goods ordered (cancellation costs), unless the customer proves that damage has not occurred to us at all or is substantially lower than the costs of the purchase.

Allgemeine Liefer- und Verkaufsbedingungen

5 Delivery

- 5.1 The loading and transport is carried out without exception at the expense and risk of the customer. We are not responsible for damages, breakage and loss during transportation; Complaints in this regard shall be made by the consignee at the relevant transport company. It is immediately necessary to demand an offense. Shipping method, shipping route and packaging (for international deliveries), if we do not have any special requests from the customer, at our own discretion. Additional costs for special requests of the customer shall be borne by him. We do not have any obligation for cheapest shipping. Unless otherwise agreed, the shipping is unfrank.
- 5.2 The deadlines set out in our quotations and order confirmations are all guidelines and not fixed dates. Exceeding the delivery period does not entitle the customer to cancel the order. If delivery delays are due to force majeure, operational accidents, technical clarifications, delay of the subcontractors, etc., the buyer has no claim for compensation due to delay. Cases of force majeure, epidemics, strikes, fire cases, etc. in our own workshops or in the works of our subcontractors result in a corresponding extension of the agreed delivery periods, as well as important parts of the committee.

6 Warranty / Notification of complaints

- 6.1 For the goods of our deliveries, we provide a guarantee for a period of 12 months from the date of delivery, in such a way that we replace the defective parts at our expense as a result of faulty materials and specifications or repair these within our workshops. The Purchaser shall assert claims arising from the guarantee within the warranty period. Complaints due to incomplete or incorrect delivery or complaints due to recognizable defects are to be reported to us immediately, however, at the latest within 2 weeks after receipt of the goods. Other defects are to be communicated to us immediately, but at the latest within 2 weeks after discovery. Any complaints made after expiry of the warranty period will no longer be considered, even if the defect has occurred during the guarantee period.
- 6.2 We reject any warranty for damages resulting from improper handling or neglect of the operating instructions as well as from natural wear and tear. Repairs carried out without our consent from a third party are to be borne by the customer and shall render the warranty invalid.

7 Collection and disposal of old equipment

- 7.1 The customer assumes the obligation to dispose of the delivered goods according to legal regulations at the end of their use. The customer indemnifies 4 TEC AG from the obligations pursuant to Section 10 (2) of the ElektroG (manufacturer's obligation to take back) and any related third-party claims.

8 Other requirements

- 8.1 Additional oral agreements, amendments or additions to the contract must be made in writing; Otherwise they are invalid.
- 8.2 The court of jurisdiction CH-9200 Gossau SG and the Swiss law shall be agreed as applicable for all disputes arising from this contract, in particular with regard to the place of performance, delivery and payment.