General Terms and Conditions of Sale and Business of Josef Betschart AG

1. Scope and contractual basis

These General Terms and Conditions of Sale and Business (GTC) apply to all offers, deliveries and services of Josef Betschart AG (hereinafter the “Supplier”) to companies, legal entities and public-law corporations. They do not apply to contracts with consumers unless expressly agreed otherwise in writing.

Offers made by the Supplier are non-binding. A contract is concluded by the Supplier’s written order confirmation or by performance of the delivery. The order confirmation shall govern the scope, execution and technical specifications.

Any terms and conditions of the Customer that deviate from or supplement these GTC shall apply only if expressly accepted by the Supplier in writing. Individual agreements in an offer, order confirmation or separate contract shall take precedence over these GTC.

2. Scope, execution and technical modifications

Where the Supplier manufactures products wholly or partly to customer-specific requirements, the design and execution shall be based on the agreed technical documents, specifications and operating conditions. The Customer shall provide all information required for the design and intended use completely and in good time.

Technical modifications compared with the order confirmation are permitted insofar as they are required or appropriate due to technical developments, component availability or mandatory regulations and do not adversely affect functionality, safety or agreed essential characteristics. The Supplier shall have no obligation to make subsequent modifications to products already manufactured or delivered.

3. Documentation, documents and intellectual property

The Customer shall receive the user documentation customary for the agreed use in the version and language available from the Supplier. Additional copies, translations, customer-specific documentation or special certificates may be charged separately.

Drawings, calculations, models, samples, technical documents, software, manufacturing know-how and other know-how shall remain the intellectual property of the Supplier or the respective rights holder. Without written consent, they may neither be reproduced nor made accessible to third parties nor used for purposes other than those contractually agreed.

4. Customer information and cooperation obligations

The Customer shall inform the Supplier in good time of the country of destination, the intended purpose, special environmental and operating conditions and any customer-specific, regulatory or operational requirements insofar as these are relevant to the design, conformity, installation or use of the products.

Mandatory statutory obligations of the Supplier as manufacturer or other economic operator shall remain unaffected. Requirements arising exclusively from installation, the overall system, operation or the specific place of use and which are not expressly included in the agreed scope of supply shall be the responsibility of the Customer.

5. Prices, taxes and duties

Unless otherwise agreed, prices are stated in Swiss francs ex works and exclude value added tax or sales tax, fees, levies, customs duties, transport, packaging, insurance, installation, commissioning, training and application support.

Where required by law, value added tax or sales tax and other statutory charges shall be invoiced additionally at the applicable rate. The tax treatment shall be governed by the provisions applicable to the specific delivery or service.

6. Terms of payment

Unless otherwise agreed in the offer or order confirmation, invoices are payable net within 30 days from the invoice date without deduction. For individual orders, the Supplier may stipulate advance payment, instalments, cash on delivery or other payment terms.

In the event of late payment, the Supplier shall be entitled to withhold further deliveries until all due claims have been paid in full. The Customer may set off only undisputed counterclaims or counterclaims established by a final and binding judgment, and may exercise a right of retention only in respect of such claims.

7. Delivery, transfer of risk and Incoterms

The place of delivery and the allocation of costs and risk shall be governed by the delivery term agreed in the offer or order confirmation. If an Incoterms rule is used, the Incoterms® 2020 rules of the International Chamber of Commerce (ICC) shall apply.

If no delivery term has been agreed, delivery shall be made by making the goods available at the Supplier’s premises. In this case, risk shall pass to the Customer upon handover to the first carrier, but no later than when the goods leave the Supplier’s works.

The Supplier shall be entitled to make reasonable partial deliveries and invoice them separately. In the case of DAP or other agreed deliveries, the obligations allocated to the Customer under the respective Incoterms rule, in particular unloading, import clearance and import duties, shall remain with the Customer unless expressly agreed otherwise.

8. Dates, call-off orders and force majeure

Only dates expressly confirmed in writing as binding shall be binding. Delivery periods shall be extended by a reasonable period if required information or approvals are received late, if the Customer does not fulfil its cooperation obligations in good time, or if the Customer is in arrears with payments.

The same shall apply to events beyond the Supplier’s reasonable control, including in particular natural events, war, civil unrest, epidemics, official measures, sanctions, export or import restrictions, labour disputes, shortages of energy or raw materials, significant operational or IT disruptions, cyber incidents, and delayed or defective supplies from subcontractors, provided that the Supplier is not responsible for such circumstances.

Goods ordered on a call-off basis must be accepted within six months after the first partial delivery unless otherwise agreed in writing. After expiry of this period, the Supplier may deliver and invoice the remaining quantity or charge the additional costs arising therefrom.

In the event of a delay for which the Supplier is responsible, the Customer shall first grant the Supplier a reasonable additional period for performance. Only after this period has expired without performance may the Customer withdraw from the contract with respect to the affected part of the performance, insofar as permitted by law.

9. Inspection and acceptance

Unless a special acceptance procedure has been agreed, the Customer shall inspect the products promptly after receipt to the extent reasonably possible. Obvious defects must be notified to the Supplier in writing and in a comprehensible manner no later than four weeks after delivery.

Latent defects that could not be identified upon careful inspection must be notified in writing immediately after their discovery. If notice is not given in due time, the delivery shall be deemed accepted to the extent permitted by law.

10. Warranty

The Supplier warrants that, at the time risk passes, the products have the expressly agreed characteristics and are functional for the agreed intended purpose.

At the Supplier’s option, warranty performance shall take the form of repair, replacement of defective parts or replacement delivery. The Customer shall grant the Supplier a reasonable period for this purpose and provide the necessary access to the product.

The warranty shall in particular exclude defects resulting from normal wear and tear, improper storage, installation or handling, unauthorised intervention or modifications, overloading, unsuitable operating materials, defective third-party components, operating conditions not agreed upon or exceptional environmental influences, insofar as the Supplier is not responsible for such causes.

The Customer shall bear dismantling and installation costs, transport and packaging costs, and travel and accommodation expenses insofar as the defect is not attributable to the Supplier or mandatory law does not provide otherwise. Replaced parts shall become the property of the Supplier.

To the extent permitted by law and unless otherwise agreed in writing, the warranty period shall be twelve months from delivery. Mandatory statutory claims, in particular claims under product liability law, shall remain unaffected.

11. Liability

The Supplier shall be liable for direct personal injury and property damage culpably caused by it in accordance with the applicable statutory provisions and within the scope of its liability insurance. For other direct damage, liability shall, to the extent permitted by law, be limited in aggregate to 20% of the net value of the defective or damage-causing part of the delivery.

To the extent permitted by law, liability for indirect or consequential loss or damage, including in particular production downtime, loss of use, loss of profit, loss of orders, loss of data and third-party claims, is excluded.

The above limitations of liability shall not apply where mandatory law provides otherwise, in particular in cases of intentional or grossly negligent conduct causing damage, personal injury or mandatory statutory product liability.

12. Packaging and packaging disposal

Transport and protective packaging, in particular wooden pallets, wooden crates, cardboard packaging, protective and stretch films and strapping, shall in principle remain with the Customer after delivery unless mandatory law provides otherwise.

a) To the extent permitted by law, the Customer shall be responsible, at the place where the packaging becomes waste, for its collection and proper reuse, material recycling or other disposal in accordance with applicable law and shall bear the associated costs.

b) The Customer undertakes to comply with the waste and packaging legislation applicable at the place where the packaging becomes waste and, upon request, to provide the Supplier with reasonable evidence insofar as this is required for the fulfilment of statutory documentation or verification obligations.

c) Mandatory registration, take-back, system participation, reporting, authorised-representative or other obligations arising from extended producer responsibility, in particular under Regulation (EU) 2025/40 (PPWR) and the respective national implementing provisions, shall remain with the person legally subject to those obligations and shall not be waived or transferred by this clause.

d) Where a statutory obligation of the Supplier depends on information, confirmations or cooperation from the Customer, the Customer shall provide such information completely and in good time.

e) Deviating arrangements concerning the take-back or recovery of individual packaging items may be stipulated in the offer, order confirmation or a separate agreement.

13. Export control, sanctions and end use

Deliveries and services are subject to the condition that their performance is not prohibited by applicable Swiss, European or other mandatorily applicable export-control, sanctions, embargo or customs regulations.

Upon request, the Customer shall provide the Supplier with all information required for export-control and sanctions checks concerning end use, end user, country of destination and other parties involved. The Customer shall not resell, export, re-export or otherwise make delivered products available in breach of applicable prohibitions or licensing requirements.

If an official authorisation or statutory prohibition delays or prevents delivery, the Supplier shall be released from its obligation to perform for the duration of the impediment. If performance becomes permanently unlawful or unreasonable, the Supplier may withdraw from the affected part of the contract; services already rendered shall be remunerated.

14. Retention of title

Delivered products shall remain the property of the Supplier until the relevant claims have been paid in full, insofar as retention of title can be validly agreed under the law applicable at the respective location of the goods.

Upon request, the Customer undertakes to perform all reasonable acts of cooperation required to establish, register, maintain or enforce an effective retention of title. Mandatory statutory form and registration requirements shall remain reserved.

15. Tools, fixtures and customer-specific production equipment

Tools, moulds, winding fixtures, test equipment and other production equipment developed or procured by the Supplier for performance of the contract shall remain the property of the Supplier even if the Customer contributes proportionately to the costs, unless expressly agreed otherwise in writing.

16. Changes and cancellations by the Customer

Changes, postponements or cancellations requested after conclusion of the contract require the Supplier's written consent. The Supplier shall be entitled to charge any additional costs incurred as a result, materials already procured or not otherwise usable, work already commenced, and reasonable expenses.

17. Governing law, jurisdiction and severability

The contractual relationship shall be governed by the substantive law of Switzerland, excluding its conflict-of-laws rules and excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG). Mandatory statutory provisions that apply irrespective of the choice of law shall remain unaffected.

To the extent permitted by law, the place of jurisdiction for all disputes arising out of or in connection with the contractual relationship shall be the registered office of Josef Betschart AG in Ingenbohl/Brunnen, Canton of Schwyz, Switzerland. The Supplier shall also be entitled to bring proceedings against the Customer at the Customer's registered office or before any other court having jurisdiction by law.

If any provision of these GTC is or becomes wholly or partly invalid or unenforceable, the validity of the remaining provisions shall remain unaffected. To the extent permitted, the invalid provision shall be replaced by a provision that comes as close as possible to the economic purpose of the invalid provision.

Josef Betschart AG