

1. General

- 1.1 These GTCB are binding for all business relationships between DISA Elektro AG and the customer. They will, in all cases, take precedence over any deviating terms and conditions that are set by the purchaser or included in his written documents. Deviating terms and conditions of the purchaser will only be valid if we have accepted them in writing.
- 1.2 Insofar as our delivery of goods also includes commercially available software programs including the corresponding documentation, then the definitive delivery and license terms and conditions of the relevant sub-contractors will apply exclusively.

2. Conclusion of Contracts

- 2.1 All offers and price lists are non-binding and subject to alteration insofar as they do not include any specified offer validity. The right to make changes to products is reserved.
- 2.2 Contracts will only be concluded by way of our written order confirmation or delivery or dispatch of the goods. All other agreements or side agreements, also those subsequently concluded, will only become effective by way of our written confirmation.

3. Advertising Brochures, Plans, and Technical Documents

- 3.1 Technical documents / brochures are only binding insofar as they are expressly warranted.
- 3.2 Each contracting party reserves all rights to plans, technical documents, and software programs that they have handed over to the other contracting party. The receiving party recognizes these rights and will neither make plans, documents, or software programs available to third parties without the prior written consent of the other party nor use them for any other purpose than that for which they were handed over.

4. Prices

- 4.1 Unless any written agreement to the contrary is concluded, our prices are quoted unpackaged ex-works, excluding taxes (VAT), and without any insurance. The purchaser will bear the costs for packaging, shipment, transport insurance, customs duties, and any other supplementary costs; they will be invoiced separately.
- 4.2 Minimum order value: Orders with a net goods value of less than CHF 100 will be invoiced with a surcharge of CHF 25 without consultation.

5. Shipment / Transfer of Use and Risks

Deliveries will be made ex-works from DISA Elektro AG. Shipment will be by postal mail or forwarding agent, excluding insurance. Use and risk will be transferred to the recipient when the shipment leaves the works, also if we send it carriage paid. Our delivery will be completed when the goods are handed over to the shipping company. Damages caused by transport (damages, loss) must be notified to the relevant shipping company on receipt of the goods. We do not provide any free replacements for transport damages or loss.

Should the shipment be delayed at the purchaser's request or for reasons that we are not responsible for, then the risk will be transferred to the purchaser on the date the goods were originally scheduled to leave our company. From this date on we will store and insure the goods at the purchaser's cost and risk.

6. Terms of Payment

- 6.1 Terms of payment will be listed in detail in the order confirmation and in the invoice and are binding. Payments must be made to the bank accounts stated on our invoices. Payment will be deemed to have been made when the amount payable has been credited to one of these accounts and is at our free disposal.
- 6.2 Off-setting against counter-claims is not permitted.
- 6.3 Should the purchaser fail to meet the agreed deadlines, then he must pay default interest of 5 percent from the first day after the payment deadline expires and without a reminder being required.

7. Retention of Title

- 7.1 We will remain the owner of our entire consignment of goods until we have received the agreed payments in full. By signing the contract the purchaser is authorizing us to have the retention of title entered in the official registers in accordance with the relevant state laws and to comply with all corresponding formalities.

8. Delivery Deadlines and Incidental Obligation to Accept

- 8.1 Promised delivery deadlines will be complied with to the best of our ability; will, however, only apply approximately and are not binding. The purchaser has no rights and claims resulting from failure to comply with deadlines. He is, in particular, barred from withdrawing from the contract.
- 8.2 Should the purchaser fail to accept properly offered goods, then he will be invoiced for them. Storage of goods that have not been accepted will be at the purchaser's cost and risk. We will only take out insurance at the purchaser's express wish and cost.

9. Inspection and Notification of Defects

- 9.1 We will inspect the goods to the customary extent before dispatch. Should the purchaser demand further inspection, then it and the corresponding terms and conditions must be agreed separately and paid for by the purchaser.
- 9.2 The purchaser must check the quality of goods consignments and services within a reasonable time and notify us immediately in writing regarding any possible defects. Should he fail to do so, then goods consignments and services will – subject at most to hidden defects – be deemed to have been accepted.
- 9.3 We will eliminate defects notified to us as per Item # 9.2 as quickly as possible, either by repair or by providing a replacement delivery, as we choose. The purchaser must grant us the corresponding time and opportunity required to do so. Insofar as defective parts are replaced, the replaced defective parts will become our property.
- 9.4 The purchaser has no rights or claims resulting from defects in goods consignments or services, with the exception of those expressly stated in Items # 9.3 and # 10 (Warranty, Liability for Hidden Defects).

10. Warranty, Liability for Hidden Defects

- 10.1 Insofar as not otherwise expressly agreed, the warranty period (guarantee period) for goods will be 24 months. It will start on dispatch of the goods from our premises.
The warranty period for replaced or repaired components of the goods will be 6 months from the date on which they were replaced or the repair was completed should the warranty period for the goods as stated in the previous paragraph expire earlier.
Motor protection switches older than 10 years, will not be repaired for safety reasons and material aging.
- 10.2 Warranties will expire ahead of schedule if the purchaser or third parties make alterations or repairs without our prior written consent, or if, should a defect occur, the purchaser does not immediately take all appropriate measures to reduce the damage and give us the opportunity to eliminate the defect.
- 10.3 We undertake at the purchaser's written demand to, as we choose, repair or replace as quickly as possible all parts of delivered objects that verifiably become defective or unusable before the warranty period expires due to poor materials; faulty construction; or defective manufacturing. The parts that are the subject of the claim must be returned to us at our request. Insofar as faulty parts are replaced, the replaced faulty parts will become our property.
- 10.4 Following expiry of the warranty period as per Item # 10.1 Para. 1, warranties will only apply to replaced or repaired parts of goods (Item # 10.1 Para.2). The costs for removal, transport, and reinstallation of such parts must be borne by the purchaser.
- 10.5 Warranted characteristics are only those that are expressly defined as such in the specifications. This warranty will apply at the longest until the warranty period expires. Should the warranted characteristics not or only partially be fulfilled, then the purchaser will first have a claim to immediate elimination by us. The purchaser must give us the time and opportunity required for this purpose. Should this elimination not or only partially be successful, then the purchaser will have a claim to a reasonable price reduction. Should the defect be so serious that it cannot be eliminated within a reasonable period of time and should the goods or service not be fit for the stated purpose or only to a significantly reduced extent, then the purchaser will have the right to refuse to accept the defective part of the goods or, if partial acceptance should not be economically reasonable, to withdraw from the contract. Should the contract be partially or fully annulled, then the purchaser will be obliged to return the defective parts or the entire consignment of goods. The purchaser will, in return, receive the full price paid for the relevant parts or for the entire consignment of goods without interest.
- 10.6 The scope of warranty and liability excludes damages that cannot be proven to have been caused by poor materials, defective design, or defective manufacturing, e.g. due to natural wear and tear; defective maintenance; failure to comply with operating instructions; excessive use; unsuitable operating materials; chemical or electrolytic influences; construction or assembly work not carried out by us; or due to other reasons for which we are not responsible.
- 10.7 The purchaser has no rights or claims resulting from defects in materials, design, or manufacturing or due to the lack of warranted characteristics, with the exception of those expressly stated in Items # 10.1 through # 10.5 above.

11. Exchange or Taking Back of Unused Apparatus

Only originally packaged, as-new standard apparatus from the current product range can be exchanged or taken back. Return deliveries must be made carriage paid to our address in Sarnen, quoting our invoice number. The following provisions apply to compensation for our administrative expenses:
For goods to the value of CHF 500, a fixed sum of CHF 50 will be deducted.
Where the value exceeds CHF 500, a minimum sum equivalent to 10% of the value will be deducted.

12. Exclusion of Liability

- 12.1 Any claims that the purchaser may have in addition to the claims expressly stated in these GTCB, regardless of their legal grounds, in particular all claims to damages, reduction, annulment of the contract, or withdrawal from the contract that are not expressly stated in these GTCB, will be excluded.
- 12.2 The purchaser will, in no case, have a claim to damages that do not occur to the goods themselves, such as production downtime; loss of use; loss of orders; loss of profits; or any other direct or indirect damages. This exclusion of liability will not apply in cases of gross negligence or unlawful intent or insofar as it contradicts mandatory law.

13. Place of Performance, Applicable Law

The place of performance for delivery and payment is CH-6060 Sarnen. Swiss law applies. In the event of a dispute, a negotiated settlement (mediation) will be the first course of action before any other legal means are resorted to.

14. Place of Jurisdiction

- 14.1 The place of jurisdiction for all disputes resulting directly or indirectly from the contractual relationship for the purchaser and for us is Sarnen. We are, however, authorized to also assert our rights at the purchaser's domicile or before any other competent authority, whereby Swiss law will remain exclusively applicable.

15. Severability Clause / Multilingual Versions

- 15.1 Should individual provisions become invalid, then this will not affect the validity of the remaining provisions of these GTCB.
- 15.2 In the event of inconsistencies between multilingual versions, then the German version of the GTCB will take precedence.