

Terms of sales and delivery of Staedler Automation AG

The following conditions shall apply as far as the client does not regulate the business transaction with Staedler Automation AG in any additional agreements:

- 1. Execution and implementation of the delivery**

The written order confirmation of the supplier shall be decisive for execution and the scope of the delivery.
Staedler Automation AG shall be allowed to make changes compared to the order confirmation, provided that the products meet the same functions. However, it shall not be obligated to make such changes even to products that have already been manufactured or delivered.
- 2. Drawings and documents**

Staedler Automation AG and its suppliers reserve sole title and copyrights in all drawings, drafts, and cost estimates. The above documents shall be entrusted to the orderer personally and must not be made accessible to any third parties or copied without the written consent of Staedler Automation AG. The documents shall be returned immediately upon request by Staedler Automation AG.
Any drawings and documents enclosed with the offer of Staedler Automation AG shall be returned immediately upon request if the offer does not lead to placing of an order.
- 3. Deadlines**

Only dates confirmed in writing shall be binding. Such deadlines shall be extended appropriately if any obstacles occur that are beyond the control of Staedler Automation AG, such as missing information from the client or lack of compliance with the client's obligations, natural events, epidemics, accidents, significant operational disruptions, labour disputes, work stoppages or resignations of key employees, late or defective deliveries, and official measures.
Delays in delivery shall not entitle the client to withdraw from the contract or to demand compensation for any resulting damage.
- 4. Acceptance**

The client shall inspect the delivery directly or inform Staedler Automation AG of any defects in writing. If they fail to give notice within two weeks after delivery or an independently usable partial delivery, all functions shall be deemed fulfilled and the delivery shall be deemed approved.
- 5. Warranty / Guarantee**

The warranty period shall be twelve months, six months for multi-shift operation. It shall commence with dispatch of the deliveries ex works or with potentially agreed acceptance of the deliveries and services or, as far as Staedler Automation AG has also taken over the assembly, upon its completion, but no later than 30 days after delivery. If dispatch, acceptance, or assembly are delayed for reasons for which the supplier is not responsible, the warranty period shall end no later than 12 months after notification of readiness for shipment.
Staedler Automation AG guarantees that the products comply with the agreed characteristics. Defects for which Staedler Automation AG is not responsible, such as natural wear and tear, force majeure, improper handling and use, intervention by the client or any third parties, excessive stress, unsuitable operating materials, or extreme environmental influences excluded from the warranty.
Within the scope of the warranty, Staedler Automation AG shall remedy all defects of the agreed characteristics as well as any faults that have verifiably arisen due to its carelessness. Staedler Automation AG shall remedy the defects at its own discretion on its premises or at the client's premises, who shall grant it free access for this purpose. Replaced parts shall become the property of Staedler Automation AG.
If Staedler Automation AG cannot remedy a defect, the client shall be due a replacement of the defective material or price reduction, not exceeding ten percent of the defective performance. Further claims under the warranty shall be excluded. In particular, the client must not withdraw from the contract or claim compensation for consequential damages.
- 6. Liability for injury and property damage**

Staedler Automation AG shall be liable to the client for injury and property damage only if Staedler Automation AG can be proven to have been caused intentionally or by gross negligence by the client. Additional claims for damages shall be excluded.
- 7. Right of recourse of Staedler Automation AG**

If people are injured or objects of any third parties are damaged by actions or omissions of the client or their auxiliary persons and if Staedler Automation AG is held liable for this reason, Staedler Automation AG shall have a right of recourse against the client.
- 8. Pricing and terms of payment**

Except if otherwise agreed, prices shall be quoted in Swiss francs without VAT, fees, charges, customs duties, surcharges, transport, packaging, insurance, installation, commissioning, training, and application support. They are due for payment net within 30 days of invoicing.
Withholding payments for any reason is not permitted. We reserve the right to charge interest on arrears if payments are made late.
- 9. Retention of title**

Staedler Automation AG shall remain the owner of all its deliveries until it has received the payments in full according to the contract.
The client shall be obligated to cooperate in measures that are necessary to protect the property of Staedler Automation AG; in particular, they authorize Staedler Automation AG to register or reserve reservation of ownership in public registers, books, or the like according to the relevant national laws at the client's expense and to perform all formalities in this respect upon conclusion of the contract.
The client shall maintain the delivered items at their own expense during the period of retention of title and insure them for the benefit of Staedler Automation AG against theft, breakage, fire, water, and other risks. Furthermore, they shall take all measures to ensure that Staedler Automation AG's claim to ownership is neither impaired nor cancelled.
- 10. Termination of the contract by Staedler Automation AG**

If any unforeseen events significantly change the economic relevance or content of the deliveries or services or have a significant effect on the work of Staedler Automation AG, as well as in case of subsequent impossibility of execution, the contract shall be adjusted appropriately. As far as this is not economically justifiable, Staedler Automation AG shall have the right to dissolve the contract or the parts of the contract concerned.
If Staedler Automation AG intends to make use of the termination of the contract, it shall inform the client of this without any undue delay after becoming aware of the consequences of the event, even if an extension of the delivery period has initially been agreed upon. In case of termination of the contract, Staedler Automation AG shall be entitled to remuneration for the deliveries and services already provided. Damages claims by the client due to such a termination of the contract shall be excluded.
- 11. Exclusion of further liabilities of Staedler Automation AG**

All cases of breach of contract and their legal consequences as well as any claims of the orderer, no matter the legal grounds on which they are based, shall be conclusively regulated in these terms. In particular, all claims for damages, reduction, cancellation of the contract, or withdrawal from the contract not explicitly mentioned shall be excluded. The order shall not be entitled to claim compensation for damage not occurred to the delivery item itself, such as loss of production, loss of use, loss of orders, loss of profit, or any other direct or indirect damage under any circumstances. This exclusion of liability shall not apply to any unlawful intent or gross negligence on the part of Staedler Automation AG but shall apply to unlawful intent or gross negligence on the part of auxiliary persons.
Furthermore, this exclusion of liability shall not apply as far as it is contrary to mandatory law.
- 12. Choice of law and place of jurisdiction**

The legal relationship between the client and Staedler Automation AG is subject to Swiss law. The place of jurisdiction is Henau SG. Staedler Automation AG may, however, also appeal to the court at the client's place of business.

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