

## **General Conditions of Sale**

The WERAP Group, with its group companies WERAP Elektronik AG, WERAP Wicklerei AG, CAC Fabrimex GmbH, will be referred to hereinafter as "**WERAP**".

### **1. Application**

For all orders, the following conditions apply. These conditions will be recognized from the time the contract is concluded and to the extent they have not been waived and/or amended by the parties in writing.

### **2. Quotes | conclusion of contract**

WERAP's offers are non-binding and, to the extent such offers should in any way be considered binding, limited for a period of no more than [5] calendar days.

The conclusion of the contract shall occur by (a) the customer bindingly placing an order (as the case may be, based on a non-binding offer by WERAP) and (b) WERAP confirming such binding order.

The contract shall in case be subject to the timely delivery of supplies in accordance with the respective contracts between WERAP and its sub-suppliers. In such case, WERAP shall immediately notify the customer of the non-availability.

### **3. Scope of Delivery**

For the scope and occurrence of delivery and service, the order confirmation is decisive. The delivery periods or deadlines stated or agreed by WERAP are indicative and are not binding unless explicitly stated otherwise.

Short or excess deliveries of up to 10% of the total amount have production-related causes, cannot be avoided and are therefore, unless otherwise agreed in writing, permissible. Such short or excess deliveries shall not result in any change to the price per unit or any other entitlement of the customer. The customer confirms with his order that short or excess deliveries will not be regarded as a breach of any contractual obligation. Except as otherwise agreed in writing, the customer agrees to pay a maximum of 10% of an excess delivery, provided the unit price charged for such excess delivery corresponds to the price per unit pursuant to the order confirmation.

The customer acknowledges and accepts that WERAP is entitled to a price adjustment if compliance with the exact quantity of the ordered goods is associated with additional costs for technical production reasons.

#### **4. Delivery deadlines**

WERAP will always endeavor to meet the delivery times indicated in the order confirmation, even in the presence of unforeseeable difficulties. However, WERAP does not guarantee such delivery deadlines with regards to delivery deadlines and therefore, there will not be any right to compensation or cancellation of a contract and/or an order.

If a deadline has explicitly and validly been agreed upon in writing (other than the delivery deadlines indicated in the order confirmation), such deadline is subject to the timely receipt of all documents to be provided by the customer, necessary permits and releases, in particular those related to plans, as well as timely payment and compliance with all contractual obligation by the customer. If such preconditions are not met on time, the deadlines for delivery shall be reasonably extended.

#### **5. Prices and payment terms**

Prices are in Swiss francs, net, ex works and, unless explicitly stated otherwise in the order confirmation, do not include statutory value added tax or any other kind of mandatory taxes or duties. Material, additional services or other items not explicitly mentioned in the order confirmation shall be additionally invoiced.

Invoices are payable within 30 days after the date indicated on the invoice without deduction of any kind, unless expressly stated in the order confirmation or agreed upon by the parties in writing.

WERAP reserves the right to a reasonable price adjustment if significant changes have occurred regarding wage rates or prices of raw materials between the time of the order confirmation and the fulfilment of the contract.

Additionally, WERAP is entitled to a reasonable price adjustment, if the delivery period is extended due to reasons beyond WERAP's responsibility, particularly (but not exclusively), if the documents required for the shipment of goods provided by the customer are incomplete or do not correspond to the actual circumstances.

The customer shall only be entitled to set-off counterclaims against claims of WERAP if such counterclaims (a) are determined by way of a final judgment of a competent court or (b) are acknowledged in writing by WERAP.

#### **6. Shipping, postage, packing**

Shipping is at the expense and risk of the recipient (including packaging).

## **7. Warranty and liability**

WERAP's warranty extends to all defects occurring within 12 months after delivery which are demonstrably caused by defects of materials or faulty manufacture.

For the components or elements that were defined by the customer or purchaser, the warranty provisions of the manufacturer or supplier apply.

However, WERAP's warranty is limited, at WERAP's own discretion, to the replacement or repair of the defective products or components or the reimbursement of the invoice value of the non-replaced products or components. Any further warranty, in particular for so-called consequential damage, is excluded.

For modifications, repairs and interventions of any kind not carried out by WERAP or by specialists designated by WERAP (prior to such repair or intervention), any warranty expires accordingly.

These warranty provisions replace the statutory warranty provisions as stipulated by the Swiss Code of Obligations (CO) (including, but not limited to, the provisions in art. 97 et. seq. and 197 et. seq. CO).

## **8. Complaints**

Complaints must be notified within eight days after arrival of the goods at the location specified in the order confirmation, otherwise the delivery shall be deemed approved. Shipments with potential transport damage must be accepted with reservation be registered with the competent transport company for the purpose of ascertaining the facts in connection with such damage within the statutory period.

## **9. Pictures, weights and dimension tables**

WERAP reserves the right to deviate from illustrations, weights and dimension tables, if it proves to be useful in connection with the fulfilment of contractual obligations. WERAP maintains all copyright of all the technical documents.

## **10. Retention of title**

WERAP reserves the right of ownership of the delivered products until full payment of the purchase price has been received.

## **11. Force Majeure**

WERAP shall not be liable or responsible to the customer, nor be deemed to have defaulted under or breached the contract, to the extent such failure or delay is caused by or results from acts beyond WERAP's reasonable control, including, without limitation, the following force majeure events: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; (i) epidemic, pandemic or similar influenza or bacterial infection; (j) emergency state; (k) shortage of adequate medical supplies and equipment; (l) shortage of power or transportation facilities; and (m) other similar events beyond the reasonable control of WERAP.

## **12. Place of performance**

Unless otherwise stated in the order confirmation or agreed upon in writing, Bubikon shall be the place of delivery, payment and fulfilment of the contract.

## **13. Applicable Law**

All relationships are governed by Swiss law, in particular the Swiss Code of Obligations provisions on the right, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG) of 11.4.1980.

## **14. Jurisdiction**

The sole place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is Bubikon.

WERAP however, reserves the right to press charges against the customer at its registered office or at any other competent court, if necessary.

These General Conditions of Sale are valid from 01.04.2024 and replace all previous ones.