



General Terms and Conditions of Business

1. General

- 1.1 These General Terms and Conditions of Business are a binding part of the offers and order confirmations or if the parties have agreed in writing or otherwise.
- 1.2 Any terms and conditions of the customer to the contrary shall only be valid if they have been agreed in writing.
- 1.3 All agreements and legally relevant declarations of the contracting parties made within the scope of the contract must be made in writing to be valid. Unless otherwise agreed, texts transmitted or recorded by electronic means shall be treated as written form.

2. Offers and Contract Conclusion

- 2.1 Offers are binding for six months from the date of issue. Special agreements and extraordinary price and wage fluctuations are reserved.
- 2.2 The contract is deemed concluded when GROB AG has confirmed its acceptance in writing after receipt of an order (order confirmation).

3. Handling of Data

- 3.1 GROB AG collects, processes and stores data only to the extent necessary, in particular to
- ensure reliable customer, supplier and business partner data and to improve relationships with these groups.
 - Optimization of internal processes, for example provision of goods and services.
 - fulfil contractual or legal obligations or to assert legal claims in connection with these contact groups.
- 3.2 The personal data can be processed in one or more of the following contexts:
- Set up and manage customer accounts.
 - Personalization: We use personal data to deliver customer-specific content (for example news, reports, etc.).
 - Marketing and events: We use personal data to send messages about marketing campaigns or events via various platforms such as e-mail, telephone, mail or internet. When you receive a marketing e-mail, you'll find instructions what to do to stop receiving such notifications in the future.
- 3.3 GROB AG only transfers personal data to third parties if we have received the consent of the person concerned.

4. Scope of Deliveries and Services, Delivery Deadline; Technical Documents

- 4.1 Only the order confirmation including documents to which it refers is binding for the scope and execution of the deliveries and services. Additional deliveries and services will be invoiced on a time and material basis.
- 4.2 The delivery period begins upon receipt of the order or when all documents are complete, and all technical clarifications have been resolved. The delivery deadline is met if GROB AG notifies the customer that the goods are ready for dispatch before the deadline expires.
- 4.3 If delivery is delayed by an event which GROB AG cannot prevent despite the application of the necessary care, or if delivery is delayed by the customer's action or omission or by non-performance or delayed performance of his contractual obligations, or if a case of force majeure such as natural disasters, epidemics, war, mobilisation, political unrest, embargo, accident or any other event occurs, the delivery period shall be extended accordingly.

5. Prices

- 5.1 All prices are net, ex works, without packaging in Swiss francs.
- 5.2 All incidental costs such as insurance, transport, customs duties or other charges etc. are to be borne by the customer.

- 5.3 Unjustified deductions are subsequently charged.

6. Terms of Payment

- 6.1 The payment period is 30 days from the date of invoice.
- 6.2 In the event of default in payment, GROB AG reserves the right to immediately discontinue outstanding deliveries and services and is entitled to claim interest on arrears of 4%. The right to compensation for further damages is reserved.

7. Reservation of Ownership

GROB AG remains the owner of all deliveries until full payment has been received. The customer is obliged to take the measures necessary to protect GROB AG's property (for example maintenance, insurance) at his own expense. Furthermore, the customer is obliged to cooperate in all measures and formalities necessary for the establishment and maintenance of a legally valid retention of title and to bear the relevant costs.

8. Packaging, Transport, Insurance

- 8.1 The parts are packed by GROB AG according to the product. Packaging will be charged separately.
- 8.2 Delivery is at the customer's expense and risk.

9. Transfer of Benefits and Risks

- 9.1 Benefit and risk shall pass to the customer at the latest upon dispatch of the deliveries ex works in accordance with the Incoterms valid at the time of conclusion of the contract.
- 9.2 If dispatch is delayed for reasons for which GROB AG is not responsible, the risk shall pass to the customer at the time of the originally planned delivery ex works and the deliveries shall be stored and insured at the customer's expense and risk from this time.

10. Verification and Acceptance of Delivery

- 10.1 As usual, GROB AG checks the deliveries and services before dispatch. The customer shall examine the deliveries and services within a reasonable period after receipt thereof and shall notify GROB AG of any defects in writing without delay.
- 10.2 Visible and measurable defects must be reported within 20 days of the delivery date. Defects that are not readily identifiable must be reported immediately after their discovery, but at the latest within one year.
- 10.3 If the customer fails to make such a complaint, the deliveries and services shall be deemed to have been approved.

11. Liability for Defects; Warranty Period

- 11.1 Should products supplied by GROB AG give rise to justified complaints for any reason, GROB AG shall only be liable within the scope of the work performed, but not for the value of material supplied.
- 11.2 Any further claims, in particular claims for damages and consequential damages, are excluded. Material and consequential damage to products provided by customers or third parties is also excluded.

12. Place of Jurisdiction and Applicable Law

- 12.1 The exclusive place of jurisdiction is the **registered office of GROB AG**.
- 12.2 The contractual relationship is subject to substantive Swiss law. The applicability of the United Nations Convention on Contracts for the International Sale of Goods of April 1, 1980 (the so-called "Vienna Convention") is excluded.