

## 1. Scope

These terms of sale apply exclusively to all our sales transactions, including those that take place in the future. We do not recognize terms of the customer, which are contrary to, deviate from or are supplementary to our terms of sale.

## 2. Conclusion of and amendment to the contract

Our offers are non-binding unless otherwise stated in the order confirmation.

For all prices in our offers and order confirmations not expressly identified as fixed, we reserve the right to make a reasonable price adjustment if, after conclusion of the contract and before delivery, the cost factors (material, personnel costs, energy and general duties, tariffs and transport costs, etc.) increase significantly. For subsequent orders, we are not bound to comply with previous prices. Each order, its extension or modification needs written confirmation or invoice from Böllhoff to be valid.

## 3. Prices

Prices are ex works, excluding packaging plus statutory sales tax. Our listed prices - irrespective of intended surcharges - include delivery of complete original packages. We reserve the right to round up or down to the nearest unit of packaging.

Price list items will be charged at the prices valid at the time of delivery. Freight, postage, packing and insurance are not included in the prices and will be charged separately. Packaging cannot be returned. Orders with an order value of less than CHF 50.00 (excl. VAT) entitle us, regardless of any discount and price agreements in consideration of the necessary handling costs, to collect a minimum price for the execution of the order of CHF 50.00 (excl. VAT).

We reserve the right of over-delivery or under-delivery by up to 10% of the total order quantity against adjustment of the purchase price, in particular for special parts.

## 4. Payment terms

Unless agreed otherwise, payments must be made net within 30 days of the invoice date except in the case of offsetting or retention.

If payment of the invoice amount has not been received by Böllhoff within the payment period, payment will be considered as being in default automatically and without further notice. Thereafter, Böllhoff is entitled to charge default interest of 7% plus expenses.

## 5. Delivery

Delivery dates are always understood to be estimates, even if not specifically mentioned as such. The delivery period begins, where applicable, only after fulfillment of the agreed delivery conditions (e.g. provision of documents, sample approvals, agreed advance payments) as well as clarification of all technical questions related to the subject of the contract.

Compliance with our delivery obligations requires timely and proper fulfillment of the commitments by the customer.

In the case of purchase on-demand, goods must first be accepted by the customer within one year after the first delivery is confirmed by us, unless otherwise agreed.

If we come to be in default of delivery, the customer must set us a reasonable grace period. After this period, the customer is entitled to withdraw from the contract, provided the merchandise is reported as not being ready for dispatch before the end of the period. The customer may not refuse partial deliveries. Claims for damages due to late or no delivery are excluded, provided they are not caused by intent or gross negligence.

## 6. Force majeure

For the entire duration including after-effects of malfunctions of any kind, events of force majeure including statutory driving bans due to smog or ozone alert, strikes, lockouts, etc. affecting us or our suppliers, as well as any other causes or events which prevent supply, production or shipment, we shall be released from compliance with delivery commitments and shall be entitled if the circumstances require it, to annul the delivery obligations in full or in part, without the customer in these cases being entitled to withdraw from the contract.

## 7. Warranty and Liability

Our verbal and written technical advice is non-binding - including in relation to any third party rights - and does not exempt the customer from testing our products for their suitability for the intended purposes and procedures. Should liability on our part still come into consideration, we shall only pay damages to the same extent as for quality defects.

We assume no warranty for parts subject to wear.

If the customer waives the explicit approval of an agreed initial sample or such approval does not take place, then the order made based on the initial sample inspection or the delivery schedule shall be deemed an approval. If the products supplied by us are in conformity with the initial sample, then they are deemed to be in accordance with the contract.

Corresponding noticeable defects must be reported to Böllhoff in writing immediately after delivery, but at the latest within 5 calendar days from receipt of the goods. If hidden defects are revealed later, they are also to be reported to Böllhoff in writing without delay, but at the latest within 5 calendar days after discovery. The claimed defects shall be communicated to Böllhoff together with the written complaint. Böllhoff is not responsible for noticeable or hidden defects announced later.

For all defects, specifically also for hidden defects, the Böllhoff warranty expires in each instance 24 months after receipt of goods.

Insofar as there is a defect in the goods for which we are responsible, we are entitled to inspect it and choose whether to remedy the defect by repair or replacement.

Further recourse on Böllhoff is expressly excluded.

## 8. Warranty exemption and Disclaimer

Any warranty going beyond article 7 and any contractual or non-contractual liability of Böllhoff is, where permissible, expressly excluded, with reservation of damage caused intentionally or through gross negligence by Böllhoff. Liability for agents, subcontractors or employees is explicitly excluded. Böllhoff expressly excludes liability for defects or damages, based on improper storage or handling, improper use or overuse of the goods by the customer as well as construction flaws for which the customer is responsible, as well as for any information, statements or opinions in our sales documents or from sales staff of Böllhoff in offer talks, as well as for damage to persons, property, or financial losses due to incorrect or inadequate use by the customer of the goods supplied by Böllhoff.

Böllhoff's liability, regardless of its origin, is limited to the amount of the purchase price for the relevant product. An appeal on the basis of error is excluded.

If the defects, which are under warranty, are not discovered by the customer within the notice period as agreed in article 7 and reported to Böllhoff, then they are deemed to have been accepted by the customer.

## 9. Moulds, tools and equipment

Unless otherwise agreed, the customer shall bear the costs of the manufacture of moulds, tools and equipment. Only upon full payment will these items become the property of the customer.

## 10. Retention

The goods delivered by Böllhoff shall remain the property of Böllhoff up until complete payment.

## 11. Trademark rights

Trademarks, patents and copyrights on designs or information transmitted in another form remain the property of Böllhoff. The customer or third parties are not permitted without express and written permission of Böllhoff to use, reproduce, or disclose these items to third parties.

## 12. Place of performance, place of jurisdiction and applicable law

The place of performance for all obligations arising from contractual relationships with Böllhoff is the headquarters of Böllhoff in Switzerland. The **Exclusive place of jurisdiction** for all disputes arising from or in connection with the transactions and these general terms of sale is the **headquarters of Böllhoff in Switzerland**. Böllhoff is also entitled to invoke any other competent court.

These general terms of sale are subject to Swiss substantive law. The provisions of the Vienna Sales Convention (Convention of the United Nations on contracts for the international sale of goods of 11th April 1980, CISG) are expressly excluded.

**These conditions of sale must be observed in every instance.**