

## General Terms and Conditions of Business for Goods and Services of Dätwyler IT Infra AG - as of October 2020

### 1 General Scope of Application

- 1.1 The below-specified conditions apply to all our deliveries, insofar as no deviating written agreements have been reached. These shall in every case have precedence over any separate conditions forwarded by the Party Ordering or which are included in his documentation.
- 1.2 Possible deviations shall be subject to a written agreement.

### 2 Conclusion of the Contract

- 2.1 The Agreement between the Party Ordering and ourselves shall be established with our order confirmation, which contains our Terms and Conditions.

### 3 Object of the Delivery or Performance

- 3.1 Together with our data sheets valid at the time of the order confirmation, our order confirmation describes the object of our delivery or performance and the characteristics thereof. Other public statements, assertions and advertising statements are non-binding. We reserve the right to deviate from the specifications recorded in the data sheets for reasons of design or manufacture.
- 3.2 Excess and shortfall deliveries shall be permitted up to 5% of the ordered quantity, and shall be settled on the basis of the quantity effectively delivered.
- 3.3 The packaging shall be invoiced at cost. The cable rolls are our property. In Switzerland we shall either take back the rolls free of charge, or shall invoice these after the expiry of 6 months.

### 4 Proprietary Rights

- 4.1 We are entitled to all proprietary rights including know-how associated with the delivered objects or performances rendered. This applies in particular to drawings and projects.
- 4.2 In the event of our making a delivery in accordance with a drawing provided by the Party Ordering, then the latter shall be responsible for ensuring that we do not thereby breach any third-party proprietary rights.

### 5 Terms and Conditions of Delivery

- 5.1 We deliver EXW in accordance with Incoterms® 2010 either ex Central Inventory Altdorf/CH or Central Inventory Hattersheim/DE. We organise transport at the expense and at the risk of the Party Ordering. We take out transport insurance in favour of and at the expense of the Party Ordering.
- 5.2 Partial deliveries are permissible.
- 5.3 Our specifications relating to dimensions and weights are approximate and non-binding.
- 5.4 In the event of our delivering in accordance with a different Incoterm, then consignments with any possible transport damage must be accepted with qualified reservations which must be reported to us without delay in order to enable the facts of the matter to be ascertained.

### 6 Deadlines

- 6.1 We shall endeavour to adhere to agreed delivery deadlines. These are specified ex Central Inventory Altdorf/CH or Central Inventory Hattersheim/DE.
- 6.2 In the event of our being unable to adhere to a delivery deadline, then the Party Ordering may impose a grace period of at least 4 weeks on us. In the event of our not adhering to this, the Party Ordering shall have recourse to the options provided by law in the case of debt arrears. Subject to Section 6.3.
- 6.3 We disclaim all compensation for damages and all liability in the event of failure to adhere to the delivery deadlines.

### 7 Prices and Payment Terms

- 7.1 Prices stated in our price lists are subject to change without notice.
- 7.2 Unless explicitly mentioned, the prices are shown excl. the applicable statutory value added tax (VAT).
- 7.3 Our offers are valid for 30 days from the offer date.

- 7.4 Our invoices must be paid within the deadline specified in the order confirmation and in accordance with the conditions detailed therein.

- 7.5 In the case of late payments, we reserve the right to impose collection charges as well as default interest of 5% p.a.

- 7.6 In the event of the Party Ordering falling into arrears with payments, or in the event of our becoming aware of circumstances which reduce the creditworthiness of the Party Ordering, then all our claims shall be due with immediate effect. In such events we shall be entitled to render outstanding deliveries and services only in consideration of advance payment or surety, or to withdraw from the agreement following the issuance of a corresponding warning.

### 8 Returns

- 8.1 Residual quantities will not be taken back.
- 8.2 Inventories in mint and unused condition and in original packaging can be taken back only following prior written agreement. Special parts, articles with special colours or special designs cannot be taken back. In the case of returns, the delivery note must be enclosed or the delivery note number must be specified.
- 8.3 In the case of returns for which the Supplier is not responsible, a credit note reduction of at least 10% shall be made on the gross return sum, although this shall constitute at least CHF 100 per return consignment. No credit note shall be issued for goods which are ascertained to have defects at the time of our incoming goods check.

### 9 Reservation of Title

- 9.1 The delivered items shall remain our property until they have been paid for in full. We are entitled to have this reservation of title registered in the statutory forms.
- 9.2 The Party Ordering shall be obliged to surrender the goods subject to reservation of title upon demand, insofar as he falls into arrears with his payments or in the event of our claim appearing to be in jeopardy.

### 10 Warranty

- 10.1 We supply faultless goods in accordance with samples or drawings (data sheet in accordance with Section 3.1 of these General Terms and Conditions of Business).
- 10.2 The party ordering must check the items supplied by us or the performances rendered by us within 8 working days, and must notify us in writing of any possible defects.
- 10.3 In the event of defects being ascertained for which we can be held responsible, then we may choose either to supply faultless goods free of charge or to rectify our performance free of charge.
- 10.4 We disclaim any further claims of the party ordering, in particular consequential damages, insofar as this is permitted by law. We shall provide compensation for damages only in the event of gross negligence or wilful breach of duty. All further claims of the party ordering shall be limited to the following value: the invoice amount of our delivery or performance.

### 11 Order Cancellation

- 11.1 If the ordering party decides to cancel the order before the effective start of the manufacturing then a 3% of order value shall be charged to the ordering party, but the minimal cancellation charges shall not be less than CHF 800.
- 11.2 If the ordering party decides to cancel the order after the partial or full completion of the manufacturing then
- a 10% of order value shall be charged to the ordering party for standard product types.
  - the whole amount shall be charged to the ordering party in case of non-standard or customized product types.

### 12 Applicable law and Place of Jurisdiction

- 12.1 Our delivery relationship is governed by Swiss law. The application of the "United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980" is excluded.
- 12.2 The place of jurisdiction is Altdorf/UR – Switzerland