

# General terms and conditions of sale and delivery

## 1. Form requirement for concluding contracts

A contract with Keller Precision AG has been concluded:

- when the parties have concluded a written contract;
- when Keller Precision AG has confirmed an offer (order) in writing;
- when Keller Precision AG accepts an offer (order) through a tacit act of fulfilment, in particular by sending the ordered goods.

## 2. Priority of the Keller Precision AG terms and conditions of sale, delivery and payment

Business transactions with Keller Precision AG are subject to the terms of sale, delivery, and payment printed below.

Keller Precision AG does not recognise any general terms and conditions of its customers unless the acceptance of these general terms and conditions has been expressly agreed in writing.

**The sending of these general terms and conditions of sale, delivery and payment by Keller Precision AG represents an express rejection of all conflicting offers in general terms and conditions, unless the deviations have been expressly agreed in writing. Conflicting offers in general terms and conditions will not become part of the contract even if Keller Precision AG does not raise an objection against them.**

## 3. Subject matter of the contract

For the accurate description of the goods to be delivered (type, equipment, quantity, etc.), the confirmation from Keller Precision AG is decisive.

Information about products in price and order lists, printed materials, advertising brochures, drawings, etc., are non-binding unless the parties agree in writing that these documents form an integral part of the contract.

## 4. Technical documents

All technical documents supplied by Keller Precision AG remain its property and must be returned to it upon request. The documents may only be used for the purpose for which they were provided to the recipient. The recipient may not use them for purposes that are not covered by the contract with Keller Precision AG. In particular, the recipient may not manufacture, install, maintain, or repair devices or components of devices based on the documents, unless Keller Precision AG has expressly agreed to this.

Furthermore, technical documents supplied by Keller Precision AG may not be reproduced, distributed, or made accessible to third parties without the consent of Keller Precision AG.

## 5. Tools and software required for manufacturing

Tools or software required for the production of the goods remain the property of Keller Precision AG, even if the costs for the tools and the software are paid in whole or in part by the purchaser.

## 6. Regulations at the place of delivery or place of work

Foreign purchasers must inform Keller Precision AG about legal regulations and official orders that affect the delivery, equipment or use of the ordered goods. This duty to inform includes, in particular:

- provisions regarding the quality and use of the delivered goods;
- safety regulations;
- health regulations;
- regulations on product liability.

Non-standard safety devices are only supplied if this has been contractually agreed.

## 7. Software

The rights to programs for computers, microprocessors and other data processing and control systems are transferred by Keller Precision AG to the extent necessary for the use and operation of the components and devices delivered. They may not be used for any purpose other than the use and operation of the components and devices, nor may they be copied or made accessible to third parties. Transfer to third parties together with the devices, however, is permitted.

## 8. Prices

Unless otherwise agreed in writing, the prices of Keller Precision AG are net ex works, without packaging, in freely available Swiss francs without any deductions. All ancillary costs, such as transportation costs, insurance costs, costs for export, transit, import, and other permits, for certifications, instructions, and commissioning shall be borne by the purchaser. The purchaser shall also bear all types of taxes, levies, fees, and customs duties.

## 9. Calculation of prices

Pricing is determined by the agreement between the parties. If the production costs increase between the conclusion of the contract and the delivery, particularly due to an increase in prices for raw materials and components or due to an increase in freight or transport charges, Keller Precision AG is entitled to adjust its prices accordingly through a unilateral declaration. Any unilateral price increase must be communicated in writing to the purchaser.

The contractual partner of Keller Precision AG has the right to withdraw from the contract upon notification of a price increase. The withdrawal is to be declared immediately and in writing.

## 10. Due date / payment

The contractual payment conditions, or the payment conditions specified in the confirmation from Keller Precision AG, apply.

If specifically agreed, advance payments are to be made.

Unless otherwise agreed, payments shall be made in freely available Swiss francs without discounts.

The payment terms are based on the contractual agreements or on the deadlines in the confirmation from Keller Precision AG. Otherwise, invoices are due for payment 30 days after the date of the invoice.

In case of late payment, interest on arrears shall be payable from the due date without prior reminder at the rate charged by St.Galler Kantonalbank for unsecured account overdrafts for business customers of average creditworthiness.

## 11. Waiver of the right to offset

Any offsetting of the price for the delivered goods with claims against Keller Precision AG is excluded. The contractual partners of Keller Precision AG expressly waive the option of offsetting. The prohibition of offsetting applies in particular to warranty and liability claims.

## 12. Retention of title / securing the purchase price claim

Provided that a retention of title is permissible under the applicable law, all goods delivered by Keller Precision AG remain in its ownership until the purchase price has been paid in full. Keller Precision AG accepts exchange or cheques, or if the payment is made by bank transfer, the goods are considered paid only when the exchange or cheques have been redeemed, or the bank transfer has been credited.

If, according to the applicable legal system, the entry in a special directory or register is required for the establishment of the retention of title, Keller Precision AG may have this register entry made without any consent or authorisation from the owner of the goods being required. The same applies if other legal acts are required to establish or to maintain the retention of title.

If no retention of title can be established under the applicable legal system, Keller Precision AG retains all available rights under this legal system to secure its purchase price claim until the purchase price is paid in full.

Keller Precision AG is authorised to perform all legal acts that are necessary to establish or maintain these rights.

Goods that are not fully paid may neither be sold nor pledged, nor transferred as security, nor otherwise encumbered with third-party rights.

Sale within the scope of the ordinary business activities of the purchaser remains reserved. In this case, the purchaser assigns the purchase price claim to Keller Precision AG within the limits permitted by law.

## 13. Delivery obligation and delivery period

The delivery obligation of Keller Precision AG is based on the specifications and the scope of the contractual agreements or the order confirmation. If no fixed dates have been agreed upon or guaranteed, Keller Precision AG's delivery obligation is based on its best effort. Delays must be reported to the purchaser in writing as soon as possible. Unless otherwise agreed, the goods are deemed to have been delivered on time if they leave the factory within the delivery period or on the delivery date, or upon notification of readiness for dispatch, if the goods are picked up by the purchaser, or if they cannot be dispatched on time through no fault of Keller Precision AG. Partial deliveries are permitted unless otherwise agreed.

In the event of delivery delays due to late delivery of raw materials or components for which Keller Precision AG is not responsible, due to strikes, acts of war, force majeure or other events beyond the control of Keller Precision AG, Keller Precision AG must promptly inform the purchaser of the delivery delay, after which it is released from its delivery obligation. It can withdraw from the contract at its discretion or deliver after the reasons for the delivery delay have ceased.

If the purchaser is obliged to make advance payment and is in default with their payment, or if Keller Precision AG has outstanding claims against them, Keller Precision AG can withhold its delivery until the purchaser has fulfilled its obligations.

## 14. Shipping

The costs for packaging and shipping are borne by the purchaser. Without special shipping instructions, Keller Precision AG chooses the most advantageous shipping method. This also applies to the packaging of the goods. Packaging – except for paper and cardboard packaging – is usually provided on a loan basis. They must be returned to Keller Precision AG within one month in good condition, carriage paid to our address. A packaging fee is invoiced; this cannot be reclaimed. Pallets, frames, and lids are to be unloaded immediately and returned or exchanged with the carrier.

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## 15. Risk transfer

The benefits and risks pass to the purchaser at the latest upon dispatch of the delivery ex works, even if the delivery was made carriage paid, CIF, FOB, under a similar clause, or including assembly.

If the shipping is delayed for reasons that Keller Precision AG is not responsible for, or if it becomes impossible for such reasons, Keller Precision AG will store the goods at the purchaser's expense and risk.

## 16. Transport damage / insurance

At the express request of the purchaser, Keller Precision AG shall take out insurance against the usual transport risks. Otherwise, the purchaser bears the risk of transport damage.

The purchaser must report any damage or loss during transport to Keller Precision AG immediately after receiving the shipment by means of a standard certificate of damage.

The purchaser must immediately have any visible damage or irregularities confirmed by the railway, the post or the carrier. The confirmation must also state the estimated scope and the presumed cause of the damage. If the above information cannot be provided, acceptance of the shipment must be refused.

The delivered goods must be unpacked immediately after delivery and checked for any damage in transit. If such damage is detected, the goods must be left in their packaging in the condition in which they were found. At the same time, the recipient must request the carrier, both verbally and in writing, to ascertain the damage and the possible cause.

## 17. Notice of defects and acceptance of the delivery

The purchaser must notify Keller Precision AG in writing of any obvious defects within 10 days after receipt of the delivery. Hidden defects must be reported in writing within 10 days of their discovery. If the purchaser fails to do so, the delivery is considered approved, which results in the loss of warranty claims. The same applies in the case of an incorrect delivery or an incomplete delivery.

## 18. Incorrect delivery / incomplete delivery

In the case of an incorrect delivery, the recipient shall grant Keller Precision AG a reasonable period for delivery in accordance with the contract. Unless otherwise agreed, the recipient is not entitled to any compensation or to terminate the contract.

The same applies in the case of an incomplete delivery.

## 19. Warranty for legal defects

The purchaser's warranty claims for legal defects are excluded to the extent permitted by law. Instead of the statutory warranty claims, the following provision applies: If the goods delivered have legal defects, the purchaser shall grant Keller Precision AG a reasonable period for the correction of the legal defects or the delivery of goods free of defects. However, unless otherwise agreed, the purchaser is not entitled to any compensation or to terminate the contract.

The warranty period is 12 months from the day the goods are made available to the purchaser.

## 20. Warranty for material defects

The purchaser's warranty claims for material defects are excluded to the extent permitted by law. Instead of the statutory warranty claims, the following provision applies:

Keller Precision AG repairs or replaces qualitatively defective parts of the delivered goods as quickly as possible at its own expense. The components, the repair costs, the return transport, the packaging, and the insurance are borne by Keller Precision AG.

Replaced parts become the property of Keller Precision AG.

The warranty period is 12 months from the day on which the goods are available to the purchaser.

Keller Precision AG is not liable for transport damage or for damage resulting from normal wear and tear, improper treatment, poor maintenance, failure to observe operating regulations, excessive use, or due to other reasons for which Keller Precision AG is not responsible.

Material defects do not entitle the purchaser to withdraw from the contract. Cancellation and reduction are excluded. The purchaser is also not entitled to compensation.

Keller Precision AG is exempt from its warranty obligation for material defects as long as the purchaser is in default of performance of its contractual obligations.

The place of performance for warranty work is 9527 Niederhelfenschwil, Switzerland.

## 21. Consequential damage

Liability for consequential damage of all kinds is excluded to the extent permitted by law. This applies in particular to indirect damage and loss of profit. This applies particularly to indirect damage such as costs for removal and reinstallation and lost profits.

## 22. Product liability

Claims arising from product liability are excluded, insofar as this is permissible under the applicable legal system.

## 23. Repairs

The prices for repairs and modifications are ex works or from the nearest service workshop, plus costs for packaging, shipping, insurance, etc.

Furthermore, these terms and conditions of sale, delivery, and payment apply accordingly.

## 24. Place of performance

The place of performance for delivery and payment is 9527 Niederhelfenschwil, Switzerland.

## 25. Right of withdrawal

Keller Precision AG is entitled to withdraw from this contract:

- if the purchaser is in default with its payments;
- if the purchaser has stopped its payments;
- if the purchaser has discontinued its business;
- if a probate proceeding has been opened against the purchaser or they have gone bankrupt.

The withdrawal must be communicated to the purchaser by registered letter.

## 26. Return of goods

Delivered goods may only be returned with the express consent of Keller Precision AG. In the case of returns that occur without its consent, Keller Precision AG reserves the right to refuse acceptance or to return the goods at the customer's expense. Keller Precision AG accepts returned goods; this does not imply an acknowledgement of a return obligation.

Under no circumstances will the following goods be

taken back:

- custom-made products;
- used goods or processed goods;
- goods that were delivered more than four months before the return.

## 27. Invalidity of contractual agreements

If special contractual agreements between the parties or provisions of these general terms and conditions are invalid or void, this does not result in the invalidity or nullity of the entire agreement. Rather, the invalid or void provisions are to be replaced by the contracting parties or by the judge with provisions that correspond to the applicable legal system and come as close as possible to the economic purpose of the provisions to be replaced.

## 28. Applicable law

All legal relationships entered into on the basis of these terms of sale, delivery, and payment are subject to Swiss law.

## 29. Dispute resolution

In the event of any disagreements and disputes, the parties shall first attempt to resolve the matter amicably. They may only call upon the courts when an amicable settlement is not possible.

## 30. Jurisdiction

The place of jurisdiction for both parties is 9527

Niederhelfenschwil, Switzerland. The parties expressly waive the legal place of jurisdiction in this context.

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