

## General Terms and Conditions (GTC) for Equipment and Systems

### 1 Scope and Validity

- 1.1 These General Terms and Conditions (GTC) apply to all orders and contracts for equipment and systems between APTOMET AG, hereinafter referred to as APTOMET, and the customer, unless specific written agreements have been made. Any agreements to the contrary or supplementary agreements shall only be valid if they have been expressly accepted by APTOMET in writing.
- 1.2 By accepting the quotation, placing the order or concluding a contract, the customer acknowledges the binding nature of the GTC.
- 1.3 The GTC are available on aptomet.ch and will be enclosed with quotations, order confirmations and contracts at the customer's request.

### 2 Quotations and Offers

- 2.1 All quotations and offers are made in writing and specify a period of validity during which APTOMET is bound by the offer.
- 2.2 Publications, advertisements and circulars are non-binding, in particular if no period of validity or a note such as 'non-binding' or 'guide prices' is stated.

### 3 Placing an Order

- An order may be placed in various ways:
- 3.1 The customer places a written order with APTOMET based on a quotation provided within the relevant validity period.
  - 3.2 The customer places an order with APTOMET that deviates from the quotation or is placed outside the binding period. In the case of minor deviations, APTOMET accepts the order without objection. In the case of significant deviations, APTOMET confirms the order in writing, noting the relevant deviations, draws up a new quotation, or rejects the order as unfulfillable.
  - 3.3 The customer places a chargeable order for goods via the APTOMET webshop. The order is deemed binding once the customer submits an official order or after the order confirmation from APTOMET has been signed and returned by the customer. This option is available exclusively to customers based in Switzerland.
  - 3.4 The customer receives an order confirmation from APTOMET for every order placed.

### 4 Customer's duty to provide information

- 4.1 The customer must inform APTOMET in good time of any special technical requirements, as well as of any legal, regulatory and other provisions at the destination, insofar as these are relevant.
- 4.2 If the actual destination differs from the delivery address stated in the order confirmation, the customer is obliged to inform APTOMET of this.

### 5 Scope of services

- 5.1 The order confirmation shall be decisive for the scope and specification of the equipment and systems. Services not expressly guaranteed therein, namely installation, commissioning and training, are not included in the scope of services.

### 6 Deadlines

- 6.1 The delivery times stated in APTOMET's quotation or online shop are indicative and not binding.
- 6.2 Dates are binding as soon as they are confirmed in writing by means of an order confirmation

- 6.3 APTOMET shall endeavour to provide all services as quickly as possible or in accordance with the agreed schedule; however, the deadline may be extended if obstacles arise that are beyond APTOMET's control, such as natural disasters, mobilisation, war, civil unrest, epidemics, accidents and illness, significant operational disruptions, industrial disputes, delayed or faulty deliveries, and official measures.
- 6.4 In the event of delays, the customer must grant APTOMET a reasonable period of grace for subsequent performance. If the grace period is not observed and a further delay is unreasonable for the customer, the customer may, provided they give notice within three working days of the expiry of the grace period, declare the contract terminated.
- 6.5 If the supplier is demonstrably at fault for the delay, the customer shall be entitled to compensation for the actual loss incurred, notwithstanding subsequent performance or termination of the contract. Such compensation shall be limited to one per cent per week, up to a maximum of ten per cent, calculated on the basis of the value of the delayed delivery. Any further claims arising from delivery delays are excluded.

### 7 Transport

- 7.1 APTOMET is responsible for ensuring that goods organised by APTOMET are transported with care
- 7.2 The customer shall bear the costs of transport as well as the costs of packaging and customs clearance
- 7.3 If delivery terms differing from those stated in the quotation or on APTOMET's webshop are specified, these shall be binding on APTOMET

### 8 Warranty

- 8.1 APTOMET guarantees that due care will be exercised and that equipment and systems will fulfil the promised specifications.
- 8.2 APTOMET does not guarantee the results that the customer intends to achieve with the products.
- 8.3 Excluded from liability for defects are faults and malfunctions for which APTOMET is not responsible, such as natural wear and tear, force majeure, improper handling, interference by the customer or third parties, excessive strain, unsuitable operating materials, malfunctions caused by other machines and systems, unstable power supplies, specific climatic conditions or unusual environmental influences.
- 8.4 The customer shall not assert any claims on the basis of an insignificant defect. Defects are deemed insignificant, in particular, if they do not impair the use of products and services.
- 8.5 In the event of significant defects, the customer must grant APTOMET a reasonable grace period for rectification (repair or replacement). The costs of dismantling and reassembly, transport, packaging, travel and accommodation shall be borne by the customer. Replaced parts become the property of APTOMET.
- 8.6 The warranty and limitation periods are twelve months. They are not interrupted by the acknowledgement or rectification of a defect.
- 8.7 If the rectification of the defect fails, the customer is entitled to a reasonable price reduction. The customer may only declare the contract void if acceptance of the products or services is unreasonable.
- 8.8 If APTOMET is demonstrably at fault for the defect, the customer shall be entitled to compensation for the actual loss, notwithstanding rectification of the defect, a price reduction or termination of the contract, but not exceeding twenty per cent



of the value of the defective delivery. Compensation for loss of profit and other financial losses is entirely excluded.

## 9 Obligations of the Customer

- 9.1 The customer shall check the functionality of the equipment immediately upon delivery. Any defects found must be reported to APTOMET without delay, but no later than 10 days after delivery.
- 9.2 The customer may not transfer any rights or obligations under this contract to third parties without the prior written consent of APTOMET.

## 10 Use

- 10.1 The customer is responsible for the use of the products and services, as well as their combination with other products, in particular with IT or electrical equipment and installations. In doing so, they must exercise due care and follow all instructions provided by the manufacturer and the supplier.
- 10.2 The customer is obliged to pass on all safety-related information to users in a suitable form.

## 11 Prices, Terms of Payment

- 11.1 Prices are quoted strictly net in Swiss francs (CHF), payable within 30 days, unless otherwise agreed in writing. Value added tax, as well as costs for packaging and shipping (unless otherwise agreed), shall be charged additionally and shall be shown accordingly on the invoice.
- 11.2 If the customer fails to pay by the due date, interest on arrears of 10% shall be charged from the due date. In this case, APTOMET is entitled to suspend its services until payment is received and to block access to the information systems.
- 11.3 Advance payments or other payment terms may be agreed in writing.
- 11.4 The customer is not entitled to withhold or reduce payments due on the grounds of complaints regarding credits not yet issued or counterclaims not expressly ordered.

## 12 Liability provisions

- 12.1 APTOMET guarantees that the work entrusted to it will be carried out faithfully and with due care in accordance with generally accepted professional standards.
- 12.2 Liability for contractual and non-contractual claims is excluded in respect of all direct and indirect damages (personal injury, property damage and financial loss) incurred by the client in connection with the contractual relationship with APTOMET and its performance, provided that the damage was not caused by gross negligence or wilful misconduct. This exclusion also covers vicarious liability under Article 101 of the Swiss Code of Obligations.
- 12.3 If, despite all due care, APTOMET is unable to fulfil its contractual obligations due to force majeure such as natural disasters of exceptional intensity, acts of war, strikes, unforeseeable official restrictions, virus attacks on IT systems, etc.  
— even if these occur with a subcontractor — APTOMET is unable to fulfil its contractual obligations, the performance of the contract or the deadline for such performance shall be postponed in accordance with the event that has occurred, provided that performance remains possible. APTOMET shall not be liable for any damage incurred by the customer as a result of the postponement or non-performance of the contract.
- 12.4 APTOMET is responsible for ensuring the safe transport of goods organised by APTOMET. Transport defects and

damage must be reported to APTOMET immediately upon receipt of the goods, whilst retaining the packaging containers. The customer, for their part, is liable for any transport orders they commission.

## 13 Disposal

- 13.1 The customer shall dispose of the delivered products at their own expense after use, or shall transfer this disposal obligation to their customers.
- 13.2 The customer shall indemnify the supplier against all disposal obligations, in particular any obligation to take back the products, disposal costs and corresponding claims by third parties.

## 14 Customer data

- 14.1 When handling data, APTOMET complies with applicable legislation, in particular the Data Protection Act.
- 14.2 APTOMET collects, stores and processes only data required for the provision of services, for the management and maintenance of the customer relationship, for ensuring a high standard of service, for security purposes and for invoicing.
- 14.3 The customer consents to APTOMET obtaining information about them in connection with the conclusion and performance of the contract, and to their data being used for the needs-based design and development of its services and for tailored offers.
- 14.4 If a service is provided by APTOMET in conjunction with third parties, APTOMET may pass on data about the customer to them, insofar as this is necessary for the provision of such services or for debt collection.

## 15 Confidentiality and duty of confidentiality

- 15.1 APTOMET and the customer agree to treat the details of the contract and any confidential information relating to technical, commercial and operational matters as confidential and to maintain confidentiality, provided such information is not in the public domain. This duty of confidentiality shall remain in force even after the termination of the contract.
- 15.2 In connection with the order, APTOMET shall, where applicable, provide the customer with certificates, reports, expert opinions, specifications and similar documents. These documents are intended exclusively for the customer's intended use and may not be made available to third parties, either in whole or in part, without the prior consent of APTOMET.
- 15.3 The Customer's access to databases or applications, whether via the internet or direct access, is for their own use only. Access and the data must not be disclosed to third parties; nor may access to the data be delegated or disclosed to third parties without APTOMET's written consent.
- 15.4 APTOMET may engage partners or third parties to provide services. The customer acknowledges that APTOMET, its partners or third parties commissioned by it may gain access to data in the course of providing services. APTOMET shall ensure that such data is treated confidentially.

## 16 Commencement, duration and termination of the contract

- 16.1 The contract shall enter into force upon the placing of the order in accordance with clause 3 and shall remain in force until the order has been completed or until the expiry date specified in an agreement, order or contract.
- 16.2 If the customer withdraws from the contract before the end of the contract term, they shall owe APTOMET the actual costs, even if the services have not been fully performed.



- 16.3 The return of products and systems is excluded
- 16.4 APTOMET may terminate the contract at any time without notice or compensation in the event of a material breach of contract by the customer.

**17 Collateral agreements, amendments and additions to the contract**

- 17.1 All ancillary agreements, amendments, additions and legally relevant declarations by the contracting parties must be mutually agreed in writing.
- 17.2 Should any provision of these General Terms and Conditions prove to be wholly or partially invalid, the remaining provisions of the General Terms and Conditions shall remain unaffected. The parties shall replace this provision with a new, legally valid agreement that corresponds to the underlying intent.

**18 Applicable law and jurisdiction**

- 18.1 The contractual relationship is governed exclusively by Swiss law.
- 18.2 The place of jurisdiction shall be the court with jurisdiction over Bern (CH).  
The parties are, however, required to settle any disputes arising from the performance of this contract amicably.

Approved by the Board of Directors of APTOMET on 14 May 2019

