

Terms and Conditions

1 Scope and Validity

- 1.1 These General Terms and Conditions (GTC) apply to all orders and contracts 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 are only 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 General Terms and Conditions 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 falls outside the validity 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, prepares a new quotation, or rejects the order as unfulfillable.
- 3.3 The customer sends equipment to APTOMET for the provision of services under a global contract or a service agreement. In this case, the provisions of the relevant contract or agreement shall apply.
- 3.4 The customer sends devices to APTOMET for service provision on an ad hoc basis. Provided the order is clear, it will be carried out in accordance with standard procedures and at the corresponding prices. If the order is unclear, the customer will be contacted to clarify the scope of services. An order confirmation is then sent to the customer. If this is not contested within a reasonable period, the order is deemed to have been placed.
- 3.5 The customer may request an order confirmation for each order placed.

4 Metrological requirements

- 4.1 Unless otherwise requested by the customer, calibrations at APTOMET are carried out as SCS calibrations.
- 4.2 A conformity assessment is always carried out.
- 4.3 The conformity assessment is based on SAS Guideline 216-Rev. 02 (similar to ILAC-G8:03/2009). This is documented in the certificate. The conformity decision is generally made taking into account the measurement uncertainty; the probability of conformity is at least 95%.

- 4.4 Devices with the certificate are recorded in the database "Passed" and "passed with restrictions" are designated as usable.

5 Appointments

- 5.1 APTOMET endeavours to provide all services as quickly as possible or in accordance with the agreed schedule, although the time required depends on the service in question.
- 5.2 Unless deadlines are expressly confirmed or declared binding, they are to be regarded as indicative. This applies in particular where the service must be procured from a subcontractor or a third party.
- 5.3 Confirmed and binding deadlines can only be met if the equipment, documentation and accessories required for performance are available by the agreed deadline. If an advance payment has been agreed, this must also be made by the agreed deadline.
- 5.4 If unforeseen services, additional services or extra work must be carried out, such as repairs or the ordering of spare parts, this no longer corresponds to the original order and the deadline for service provision must therefore be adjusted.
- 5.5 If deadlines cannot be met for unforeseeable reasons, APTOMET shall endeavour to find an amicable solution with the customer. If no solution is found, the customer may withdraw the order.

6 Obligations of the customer

- 6.1 The customer shall provide APTOMET, free of charge and in a timely manner, with all equipment, accessories, information and documentation necessary for the provision of services. The customer's duty to cooperate also extends to information that must be requested from the supplier and to processes and documentation that only become known during the execution of the order by APTOMET.
- 6.2 The customer shall note any defects or discrepancies in the object on the order or on the delivery note. The customer shall back up the stored data before handing over the equipment, as this data may be deleted or lost during the provision of the service.
- 6.3 The customer shall check the functionality of the equipment immediately upon delivery. Any defects identified must be reported to APTOMET without delay, but no later than 10 days after delivery.
- 6.4 The customer may not transfer any rights or obligations under this contract to third parties without the prior written consent of APTOMET.

7 Prices, Terms of Payment

- 7.1 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, will be charged additionally and are shown accordingly on the invoice.
- 7.2 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.
- 7.3 Advance payments or other payment terms may be agreed in writing.
- 7.4 The customer is not entitled to withhold payment on the grounds of complaints regarding credit notes that have not yet been issued or that have not been expressly



Liability provisions

8 Liability provisions

- 8.1 APTOMET guarantees the faithful and diligent performance of the assigned work in accordance with the generally accepted principles of the field.
- 8.2 APTOMET shall not be liable for the loss or alteration of data in or relating to the test material occurring before or during the provision of services.
- 8.3 Liability for contractual and non-contractual claims is excluded for all direct and indirect damages (personal injury, property damage and financial loss) incurred by the customer 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.
- 8.4 APTOMET accepts no liability for the functionality of the equipment in connection with parts not supplied for the provision of services. Likewise, responsibility for delays or unfulfilled customer obligations arising from subsequent changes to the order is rejected.
- 8.5 These warranty provisions and liability terms apply in lieu of the warranty and associated claims for damages under the Swiss Code of Obligations and are limited to three months following delivery of the measuring and testing equipment.
- 8.6 If, despite all due care, APTOMET is unable to fulfil its contractual obligations due to force majeure such as natural disasters of particular intensity, acts of war, strikes, unforeseeable official restrictions, virus attacks on IT systems, etc. — even if these occur at a subcontractor's premises — 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.
- 8.7 APTOMET is responsible for ensuring the careful 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.

9 Customer data

- 9.1 When handling data, APTOMET complies with applicable legislation, in particular the Data Protection Act.
- 9.2 APTOMET collects, stores and processes only data required for the provision of services, the management and maintenance of the customer relationship, the assurance of a high standard of service, security and invoicing.
- 9.3 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.
- 9.4 If a service is provided by APTOMET in conjunction with third parties, APTOMET may pass on data relating to the customer to such third parties to the extent that this is necessary for the provision of such services or for debt collection.

10 Copyright

- 10.1 The provision of the service does not entail the transfer of any copyright or industrial property rights from APTOMET

. The methods and procedures are the property of APTOMET and may not be reused by the customer unless otherwise agreed contractually and in writing.

11 Confidentiality and Non-Disclosure

- 11.1 APTOMET and the customer agree to treat the details of the contract and confidential information regarding technical, commercial and operational matters as confidential and to maintain confidentiality, provided such information is not generally accessible. The duty of confidentiality shall remain in force even after the termination of the contract.
- 11.2 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.
- 11.3 The customer's access to databases or applications, via the internet or direct access, is for their own use only. Access and the data must not be disclosed to third parties; likewise, access to the data must not be delegated or disclosed to third parties without the written consent of APTOMET.
- 11.4 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.

12 Commencement, duration and termination of the contract

- 12.1 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. If a contract has been concluded for an indefinite period, it may be terminated in writing by either party subject to a notice period of three months, in each case effective at the end of a month.
- 12.2 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 rendered.
- 12.3 APTOMET may terminate the contract at any time without notice or compensation in the event of a serious breach of contract by the customer.

13 Collateral agreements, amendments and additions to the contract

- 13.1 All ancillary agreements, amendments, additions and legally relevant declarations by the contracting parties must be mutually agreed in writing.
- 13.2 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.

14 Applicable law and jurisdiction

- 14.1 The contractual relationship is governed exclusively by Swiss law.
- 14.2 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

