

Leviat AG

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General Terms and Conditions of Business Leviat AG, Lyss

(Version 01.07.2021)

1. General, Contractual Object

- For all contracts between customers and Leviat AG, the General Terms and Conditions of Business of Leviat AG are binding.
- Amendments, subsidiary agreements and arrangements, or the customer's own general terms and conditions of business, are only valid to the extent that Leviat AG has specifically accepted them in writing.
- These General Terms and Conditions of Business regulate the conclusion, content and processing of quotations/purchase orders.
- Leviat AG furnishes to the customer services (purchase order, contract for services) within the framework of or to the extent that these have been agreed in writing between the contractual parties. Written agreements take precedence over any negotiations conducted, or correspondence exchanged, prior to the conclusion of such agreements.
- With their orders, or acceptance of our quotations, customers accept these General Terms and Conditions of Business.
- These General Terms and Conditions of Business form an integral part of the legal relationships between Leviat AG and its customers.

2. Quotations/Conclusion of Contract

- Leviat AG generates written quotations at the request of customers or against calls for tender. If not otherwise stipulated, quotations are valid for one month from their date of dispatch. As a rule, quotations specify the concrete order and contain non-binding cost estimates, whereby binding cost ceilings or all-in prices can be offered.
- No other scope of supply other than that specified in the written quotation and/or its appendices is included.
- The Leviat AG quotation is deemed accepted by the customer (and hence the contract as concluded) once the customer confirms acceptance in writing.
- Customer orders are deemed accepted by Leviat AG (and hence the contract as concluded) when Leviat AG confirms customer orders in writing.
- Each party can reserve the right to conclude a separate written contract in lieu of a confirmed quotation.

3. Customer's Obligations to Cooperate

- Customers are obliged to inform Leviat AG promptly – if possible prior to concluding a contract – about any circumstances that could influence the execution of the purchase order/contract for services, specific aspects of the individual project or order, to identify and document special precautions, and to inform Leviat AG accordingly. The customer shall provide Leviat AG access to such data and workstations, including – if requested by Leviat AG – to designate a contact person.
- The customer shall support Leviat AG in all aspects that are required for Leviat AG to promptly fulfil the order compliant with the contract.
- Delays and extra costs incurred through incomplete clarification and cooperation obligations shall be borne by the customer.

4. Prices

- All prices are understood as net in Swiss francs (CHF).
- All prices are understood as ex-works, excluding value added tax (VAT), any other sales taxes, fees, customs duties or levies, and do not include packaging, packing and transportation costs, or minimum quantity surcharges.
- The listed packaging is standard size; extra charges are applied for special packaging dimensions.

5. Payment Terms

- 30 days net, without any deductions.
- Arrears of payment on the customer's side entitle Leviat AG to immediately withdraw from the contract.
- Upon late payment of invoices, Leviat AG reserves the right to charge a 5% p.a. interest on arrears from the date of the first reminder. Also reserved is the right to further assert damages caused by delays.
- Leviat AG is entitled to request payment in advance or cash on delivery; any related costs incurred shall be borne by the customer.

6. Deliveries

- Packaging and transport costs (delivery costs) will be charged for all deliveries.
- Up to a net value of goods (see parag. 4 GTC) of CHF 500.-, an additional minimum quantity surcharge is applied.
- All agreed delivery dates are guidelines and non-binding; delivery delays do not entitle the customer to compensation; surcharges for express deliveries are borne by the customer.
- The driveway to the unloading point must be accessible in all weathers, including for heavy road transport/articulated vehicles.
- Unloading shall be immediate and is the responsibility of the customer; waiting times for delivery vehicles are charged to the customer's account.
- Upon receipt of the delivery, any defects and/or damage must be reported immediately to the haulier.
- Leviat AG retains right of retention as long as the customer is in arrears relating to this or any other contract between the parties, except where such obligation is only minor and fulfilment of this contract by Leviat AG is not compromised.
- The customer may only refuse partial deliveries where, in consideration of Leviat AG's justified interests, this is absolutely untenable for the customer.
- Transportation of goods is undertaken by the contractual forwarding company and is at the customer's risk. Risk passes to the customer with transfer to the forwarding agent or carrier, at the latest however when the goods leave the supplier's plant. This applies equally for fob and cif deliveries. Transportation damage shall be reported immediately by the customer to the carrier and documented in a jointly generated protocol.
- Insurance coverage for the goods shall be arranged and paid for separately by the customer.
- Goods reported as ready for shipment shall be called off immediately by the customer. If this is not done, Leviat AG can arrange for the goods to be warehoused at the customer's expense.

7. Retention of Title

- Title to delivered goods is not transferred to the customer until such time as the goods are paid for by the customer in full.
- Leviat AG reserves the right to have its legal claim deposited with the retention of title register.

8. Returned Goods

- There is no right in principle to the return of goods that have been ordered and delivered. Returns will only be possible by prior agreement for goods which are in a perfect and immediately resellable condition. Customised goods and goods manufactured to order will not be taken back. The costs incurred for return will be invoiced in the amount of at least 20% of the value of the goods. The costs for return transport will be charged to the customer.
- Standard inventory articles in their original packaging may only be returned following prior agreement with Leviat AG; take-back costs shall be charged to the customer.

8. Returned Goods

- The return shipment is at the expense of the purchaser and must be made carriage paid to our address.
- Already opened original packaging will not be accepted by Leviat AG.
- Disposable packing material will not be accepted by Leviat AG and must be disposed of by the customer at the customer's expense.

9. Installation Instructions

- Installation instructions posted on our websites are the authoritative guidelines for correct installation of our products, must be complied with and from an integral part of our documentation.

10. Complaints

- Notices of defects shall be made in writing immediately following receipt of the goods.
- Complaints on defects not revealed during meticulous inspection following receipt of the goods shall be made immediately following their detection.
- Notices of defects must be made in writing, in advance by telefax. The customer shall grant Leviat AG access to the goods for defect verification.
- If the complaint is justified, the defective goods shall be replaced by non-defective material; further claims, in particular claims for damages of any kind (namely compensation for direct and indirect damages, including consequential damages), are excluded.

11. Warranty, Liability

- Leviat AG guarantees that its products are always manufactured in consistent quality and compliant with the data stated in technical documentation at the time of ordering; the right to make changes deriving from the latest research finding or codes is expressly reserved.
- No guarantee covering the serviceability of the goods for the customer's intended purpose is given or accepted.
- Leviat AG declines all liability for any manner of damage (namely compensation for direct and indirect damages, including consequential damages) stemming from deficient fulfilment of the customer's obligations to clarify and cooperate.
- In the event of uncertainty, Leviat AG advises customers to submit their problems to our company and make use of Leviat AG consultancy services.
- In the event of claims, irrespective of the legal grounds, Leviat AG is only liable for damages which it caused willfully or through gross negligence, and which lie within Leviat AG's sphere of responsibility. For damages caused by an authorised auxiliary person in exercising the scope of their employment, Leviat AG's liability in the case of light fault shall be waived. Liability for indirect and consequential damages – to the extent permitted by law – is excluded. In particular, liability for claims stemming from compensation for extra work resulting from a defect, include claims for lost profit, is excluded.
- Any further guarantees are expressly excluded.

12. Validity of Printed Strength Figures and Diagrams

- Our printed documentation contains strength data and diagrams. These load tables and diagrams must be checked by the user for currentness/validity. The date on the rear side of documentation provides immediate verification. The currentness of strength data and diagrams depends on various factors such as amendments to codes and/or the design models of the manufacturer. The current and valid strength figures can be seen on our web pages.

13. Force Majeure, Raw Materials Shortages

- In the event of force majeure or raw materials shortages, with resultant price increases or supply disruptions, Leviat AG expressly reserves the right to
 - consider all quotations as non-binding
 - to invoice at current prices
 - to fulfil contractually agreed supply volumes conditional upon raw materials procurement.

14. Design Programmes and App

- For the utilisation of our design programmes and App, special conditions apply (e.g. License Agreement).

15. Fax/Email

- As with other forms of correspondence, communications via fax and email carry the risk that confidential material can be sent inadvertently to a wrong address, or is never received by the addressee.
- Customers are fully aware that the Internet is not safe and that there are risks when confidential information is transmitted by email. When Leviat AG receives fax numbers or email addresses to which information is to be sent, Leviat AG assumes (if customers do not explicitly state otherwise) that customers agree to the use of fax and email, that the system used by customers is sufficiently secure and trustworthy to protect customers' interests; and that customers take precautions to guarantee the integrity of such information, in particular, measures to block viruses.

16. Websites www.aschwanden.com, www.ancon.ch, www.halfen.ch

- When accessing our websites www.aschwanden.com, www.ancon.ch, www.halfen.ch, please refer to the section IMPRESSION.

17. Offsetting

- Without the written agreement of Leviat AG, customers shall not offset their own receivables against those of Leviat AG.

18. Applicable Swiss Law, Place of Jurisdiction

- Contractual relationships between Leviat AG and customers are exclusively governed by and construed in accordance with Swiss Law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (Vienna Convention).
- **Exclusive place of jurisdiction is the legal domicile of Leviat AG.** Leviat AG reserves the right to also take legal action against the customer at the customer's legal domicile.

19. Amendments to Our General Terms and Conditions of Business

- Leviat AG reserves the right to amend the General Terms and Conditions of Business at any time without prior notice.
- Such amendments will be announced to customers in an appropriate manner (e.g. online via our website).
- The currently binding version of our General Terms and Conditions of Business can be accessed on our websites and printed out from it.

20. Partial Nullity

- Should any individual provisions or parts of a provision be declared invalid, this shall not affect the validity of the other provisions or the remaining partial provisions.

Location / Date: _____ The Customer: _____
(Company stamp with legally valid signature)