

General Terms and Conditions (GTC)

1. Scope of Application

- 1.1 These General Terms and Conditions (GTC) govern all deliveries and services of ERNST GROB AG (hereinafter the "Supplier") in the fields of mechanical engineering, machine tools, component manufacturing, spare parts, tools, and the machining of workpieces.
- 1.2 They apply to all current and future business relationships.
- 1.3 Deviating or supplementary terms and conditions of the customer shall not apply unless the Supplier expressly agrees to them in writing.
- 1.4 Amendments and supplements to these GTC as well as to the contracts based on them must be made in writing.

2. Offer and Conclusion of Contract

- 2.1 The Supplier's offers are subject to change and non-binding unless expressly designated otherwise.
- 2.2 A contract shall only be concluded upon written order confirmation or upon delivery and/or performance of services.
- 2.3 Technical changes, in particular within the scope of product improvements, are reserved provided they are reasonable for the customer and do not impair functionality.

3. Prices and Payment Terms

- 3.1 All prices are net, excluding statutory value added tax, and excluding packaging, transport, insurance and any duties/charges that may apply.
- 3.2 Invoices are payable net within 30 days without deduction.
- 3.3 The customer is not entitled to offset the Supplier's claims against its own claims unless such claims are undisputed or have been finally adjudicated.
- 3.4 In the event of late payment, the Supplier is entitled to charge default interest, suspend further deliveries, request advance payments or securities, or—after an appropriate waiting period—assign outstanding receivables in whole or in part to third parties or have them collected by third parties. The customer agrees that the data required for this purpose may be passed on to third parties.

4. Delivery and Transfer of Risk

- 4.1 Deliveries are governed by the Incoterms in the version valid at the time the contract is concluded. Unless otherwise agreed, delivery shall be ex works (EXW).
- 4.2 Unless otherwise agreed, risk shall pass—where dispatch is agreed—upon handover to the carrier, and—where collection is agreed—upon making the goods available for collection. This also applies to partial deliveries.
- 4.3 The Supplier is entitled to make partial deliveries insofar as these are reasonable for the customer.

5. Delivery Dates and Delays

- 5.1 Delivery dates are stated to the best of the Supplier's discretion; however, they are non-binding unless expressly confirmed as binding.
- 5.2 In the event of delivery delays, the customer will be informed without undue delay. Delivery delays do not give rise to claims for damages.
- 5.3 The customer is only entitled to withdraw from the contract after setting a reasonable grace period.

6. Retention of Title

- 6.1 The delivered goods remain the property of the Supplier until full payment has been made. The customer undertakes to take all necessary actions to secure the retention of title and to handle the goods with due care.
- 6.2 The Supplier is entitled to have the retention of title entered in the retention of title register. The customer undertakes to provide all cooperation required for this purpose.

7. Inspection and Notice of Defects

- 7.1 The customer is obliged to inspect the goods immediately upon receipt.
- 7.2 Obvious defects must be reported in writing within 5 working days. Hidden defects must be reported in writing immediately upon discovery. Defects not reported within the deadline shall be deemed approved.
- 7.3 Complained goods may only be returned with the Supplier's consent.

8. Warranty

- 8.1 The warranty is limited to rectification or replacement delivery.
- 8.2 The warranty period is 12 months from delivery.
- 8.3 Further claims, in particular rescission, reduction of price, and damages, are excluded to the extent permitted by law.
- 8.4 The warranty is void in particular in cases of improper or excessive use, unsuitable operating conditions, missing or insufficient maintenance, incorrect installation or handling by the customer, as well as in cases of modifications, further processing or interventions by the customer or third parties without the Supplier's consent.

9. Warranty for Tools and Wear Parts

- 9.1 For tools, wear parts and components with an inherently limited service life (in particular, e.g., forming and punching tools, clamping devices, seals, bearings, guides or comparable parts), it applies that such components are subject to operational wear. They are excluded from the general warranty insofar as normal wear and tear is concerned.
- 9.2 A warranty is assumed only to the extent that a material or manufacturing defect exists and such defect already existed at the time the risk passed.
- 9.3 Information on tool life, service life or operating cycles constitutes empirical values, is non-binding and does not establish any warranted characteristics.
- 9.4 Premature wear does not constitute a defect insofar as it occurs within the scope of customary operational use.
- 9.5 Claims, in particular for compensation of consequential damages or production downtime due to wear, are excluded.

10. Liability

- 10.1 Within the scope of statutory provisions, the Supplier is liable only for damages demonstrably caused by willful intent or gross negligence.
- 10.2 To the extent permitted by law, liability for indirect damages, consequential damages, production downtime, loss of profit and recall costs is excluded.
- 10.3 The Supplier's total liability arising out of or in connection with the contract is— to the extent permitted by law—limited in total to the order value or the value of the affected delivery.
- 10.4 The limitations of liability also apply to auxiliaries, employees and third parties engaged by the Supplier.
- 10.5 The above limitations of liability do not apply in cases of mandatory statutory liability, in particular under the Product Liability Act.

11. Use and Integration

- 11.1 The customer is responsible for integrating the products into its systems, for suitability for the intended purpose, and for compliance with legal requirements.
- 11.2 The Supplier assumes no liability for applications that have not been expressly agreed.

12. Processing of Customer Material

- 12.1 If materials or blanks are handed over to the Supplier for processing, such processing is carried out at the customer's risk, in particular with regard to material suitability and scrap risk. The customer warrants the suitability of the material.
- 12.2 The Supplier assumes no liability for material defects, hidden defects, unsuitable material properties or damages resulting therefrom.
- 12.3 When processing customer material, a certain amount of scrap cannot be fully avoided for technical reasons; therefore, an industry-standard scrap rate is assumed. The Supplier is not liable for scrap arising within the scope of proper processing.
- 12.4 Replacement of the provided material is excluded. Liability exists only if the customer proves that the scrap was caused by grossly negligent or intentional conduct of the Supplier. Further claims are excluded. This applies in particular also to resulting production downtime, delivery delays or contractual penalties vis-à-vis third parties.

13. Samples, Prototypes, Trial Parts and Pre-Series Parts

- 13.1 Deliveries of initial samples, prototypes, pre-series parts, trial parts as well as other samples are made exclusively for development, testing and validation purposes and for technical coordination between the parties. Such parts are not series products and, due to their development nature, may deviate from the agreed specifications, drawings or quality requirements.
- 13.2 The Supplier provides no warranty that these parts fully comply in all respects with the specified drawings, specifications or standards or meet all quality requirements, tolerances or characteristics. Likewise, no warranty is provided regarding series readiness or suitability for a particular purpose.
- 13.3 Any information on properties, dimensions, tolerances, performance or tool life shall be deemed non-binding guideline values and does not constitute warranted characteristics.
- 13.4 The customer is obliged to independently and comprehensively inspect the delivered parts and to assess and validate their suitability for the intended use. Any use of such parts in series production or in productive operation is at the customer's sole risk.
- 13.5 To the extent permitted by law, any liability of the Supplier for damages in connection with initial samples, prototypes, pre-series parts or trial parts is excluded. This applies in particular to indirect damages, consequential damages, production downtime and any recall costs.
- 13.6 Unless expressly agreed otherwise in writing, such deliveries do not constitute series approval within the meaning of customary industry procedures or automotive-specific procedures.

14. Force Majeure

- 14.1 Events of force majeure (e.g., natural events, supply shortages, power outages, official measures) release the Supplier from its performance obligations for the duration of the disruption. Claims for damages are excluded.

15. Export Control

- 15.1 The customer undertakes to comply with all applicable export control regulations. In particular, transfer to sanctioned countries or blocked organizations is prohibited.

16. Intellectual Property

- 16.1 All rights to technical documents, drawings and know-how remain with the Supplier. The customer may use them only within the scope of the contract.

17. Governing Law, Place of Jurisdiction

- 17.1 Should any provision of these terms prove to be wholly or partially invalid, the contracting parties shall replace such provision with a new agreement that comes as close as possible to its legal and economic purpose.
- 17.2 The legal relationships are governed exclusively by substantive Swiss law.
- 17.3 The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.
- 17.4 The exclusive place of jurisdiction is the Supplier's registered office. However, the Supplier is also entitled to bring proceedings before any other competent court.