

General Terms and Conditions

1. General

- 1.1 Offers that do not include an explicit acceptance period (binding period) are non-binding.
- 1.2 Quoted indicative prices are generally non-binding.
- 1.3 Deviating terms and conditions of the purchaser are valid only if and to the extent that they have been expressly accepted by us in writing.
- 1.4 If our delivery includes standard commercial components and related documentation, only the applicable delivery and license terms of the respective subcontractors apply.

2. Conclusion of Contract

- 2.1 The supply or works contract is considered concluded when Friedli AG (hereinafter referred to as "Supplier") confirms acceptance of an order in writing (order confirmation) after receiving it. The Supplier reserves the right to require the order confirmation to be countersigned.

3. Scope of Delivery

- 3.1 The binding offer of the Supplier and the order confirmation define the scope and execution of the delivery. Services not explicitly mentioned in the order confirmation will be charged separately.
- 3.2 Commissioning of the delivered systems, unless otherwise agreed in writing, shall be carried out at the purchaser's additional expense.
- 3.3 All supplies and services not mentioned in the offer are excluded. Over- or under-deliveries will be invoiced separately. Prices do not include unloading of delivered goods, on-site assembly, commissioning, electrical installations, building modifications, compressed air installations, building reinforcements, masonry work, floor, ceiling and wall openings and sealing thereof, lifting tools, control system adjustments, building static calculations, building air conditioning, heating or ventilation, temporary heating, lighting or power, site theft protection, verification of emissions (noise, dust, wastewater, etc.), electrical testing, or any other tests or certifications for authorities.

4. Confidentiality

- 4.1 Friedli AG is obliged to keep confidential all information provided by the client.
- 4.2 Friedli AG is also obliged to maintain confidentiality regarding its planning activities if and as long as the client has a legitimate interest in such confidentiality. After completion of the project, Friedli AG may publish the work, in whole or in part, for advertising purposes unless otherwise contractually agreed.

5. Protection of Plans and Other Technical Documents

- 5.1 Friedli AG reserves all rights and uses related to documents it has prepared (in particular plans, brochures, technical documents). These documents are otherwise indicative only. Friedli AG reserves the right to make any changes it deems necessary.
- 5.2 All technical documents remain the intellectual property of Friedli AG. Any use (in particular editing, execution, reproduction, distribution, public display, or making available) of the documents or parts thereof is permitted only with the express consent of Friedli AG. All documents may only be used for the purposes expressly defined at the time of order placement or by subsequent agreement. They may be used for maintenance and operation only if released accordingly by the Supplier.
- 5.3 Friedli AG is entitled, and the client is obliged, to mention the name (company, business designation) of Friedli AG in publications and announcements related to the project. If design documents are provided to the Supplier by the purchaser or third parties, the purchaser shall be liable, after approval, for their correctness and completeness.
- 5.4 Our products are supplied with documentation in digital form and, upon request, in one printed copy.
- 5.5 In the event of non-compliance with these provisions for the protection of documents, Friedli AG is entitled to a penalty amounting to twice the reasonable fee for the unauthorized use, without prejudice to the right to claim further damages. This penalty is not subject to judicial mitigation. The burden of proof that the client did not use the documents of Friedli AG lies with the client.

6. Regulations at the Place of Destination

- 6.1 The purchaser must inform the Supplier of all legal, regulatory, and other provisions related to the execution of the delivery, installation, and operation.

7. Prices

- 7.1 For deliveries to purchasers in Switzerland: EXW INCOTERMS 2010. Prices are net ex works, i.e., excluding transport, packaging, fees, duties, VAT, etc., which may be charged later. Assembly is not included in the prices. Unless otherwise agreed, prices are in Swiss francs.
- 7.2 All ancillary costs, such as freight, insurance, permits, bank guarantees, and notarizations, are borne by the purchaser. The purchaser must also bear all types of taxes, levies, and fees.
- 7.3 If the conditions underlying price formation, particularly currency exchange rates, change between the time of the offer and the agreed delivery date, we are entitled to adjust our prices and terms accordingly.
- 7.4 The conditions (layout drawings, operating conditions, etc.) defined at the time of order placement apply. Any additional work or materials required due to changes initiated by the purchaser will be fully invoiced.

8. Payment Terms (unless otherwise stated in the offer)

- 8.1 Payments are to be made by the purchaser to the Supplier's domicile without deduction of discount, charges, taxes, duties, or fees of any kind, as follows:
40% upon order, due within 15 days net
60% before delivery, due within 10 days net
or as otherwise specifically agreed.
Any remaining balances must be paid within 30 days net after presentation of the final invoice.
- 8.2 For partial deliveries, payment must be made in proportion to the scope of each delivery.
- 8.3 Payment deadlines must also be met if transport, delivery, assembly, commissioning, or acceptance is delayed or prevented for reasons not attributable to the Supplier. Payments may not be reduced or withheld due to complaints, claims, or counterclaims not acknowledged by the Supplier. Payments are also due if insignificant parts are missing but do not prevent use, or if additional minor work is required.
- 8.4 If the purchaser fails to meet the agreed payment deadlines, they shall, without further notice, pay default interest from the due date calculated as follows: BEKB Bern current account interest plus bank commission and 1% handling fee, but at least 8% p.a. from the 31st day after the invoice date. Payment of default interest does not release the purchaser from the obligation to make contractual payments.

9. Retention of Title

- 9.1 In the event of outstanding payments, the Supplier reserves the right to withhold the delivery or parts thereof until full payment has been made. Ownership of all deliveries remains with us until full payment has been received. Upon conclusion of the contract, the purchaser authorizes us to register the retention of title in official registers according to applicable national laws and to complete all related formalities. The purchaser shall maintain the delivered items at their own expense during the retention of title period, insure them against theft, breakage, fire, water, and other risks in our favor, and take all measures to ensure our ownership rights are neither impaired nor voided.

10. Delivery Periods

- 10.1 The delivery period begins once the contract is concluded (see Clause 2) and the payments and securities due upon order have been received and the key technical points settled. It is deemed met when the delivery is completed at our works.

11. Transfer of Benefit and Risk

- 11.1 Benefit and risk pass to the purchaser at the latest upon dispatch from our works. If shipment is delayed at the purchaser's request or for reasons not attributable to us, risk passes to the purchaser at the originally scheduled delivery date from our works. From that time, the goods will be stored and insured at the purchaser's expense and risk.

12. Inspection and Acceptance

- 12.1 The delivery will be inspected at our works as customary before shipment. If the purchaser requests additional inspections, these must be agreed separately and paid by the purchaser. A special acceptance inspection and its conditions require a separate agreement.
- 12.2 The purchaser must inspect the delivery and services within a reasonable time and immediately notify us in writing of any defects. Failure to do so constitutes acceptance, subject to hidden defects.
- 12.3 We will remedy reported defects, at our discretion, by repair or replacement as soon as possible. The purchaser must grant us the necessary time and opportunity. Replaced defective parts become our property.
- 12.4 The purchaser has no rights or claims for defects of any kind beyond those stated in this Clause 12 and Clause 13 (Warranty, Liability for Hidden Defects).

13. Warranty, Liability for Hidden Defects, Further Liability

- 13.1 Unless expressly agreed otherwise, the warranty period for the delivery item is 12 months, beginning upon dispatch from our works. If dispatch is delayed for reasons not attributable to us, the warranty period ends no later than 18 months after notification of readiness for shipment.
- 13.2 The warranty expires prematurely if the purchaser or third parties perform modifications or repairs without our prior written consent, or if the purchaser, after a defect occurs, fails to take appropriate damage-mitigation measures and to give us the opportunity to correct the defect.
- 13.3 We undertake, upon written request by the purchaser, to repair or replace all parts of the delivery item that are proven to have become defective or unusable due to poor materials, faulty design, or poor workmanship within the warranty period, as soon as possible, at our discretion. The defective parts must be sent to us upon request. Replaced defective parts become our property.
- 13.4 After expiry of the warranty period per Clause 13.1, the warranty for replaced or repaired parts applies only to those parts. Costs for removal, transport, and reinstallation shall be borne by the purchaser.
- 13.5 Guaranteed characteristics are only those expressly designated as such in the specifications. The guarantee applies at most until the expiry of the warranty period. If guaranteed characteristics are not, or only partially, fulfilled, the purchaser is entitled to immediate rectification. The purchaser must grant us the necessary time and opportunity. If rectification fails, the purchaser is entitled to an appropriate price reduction. If the defect is so serious that it cannot be remedied within a reasonable time and the delivery or service is unusable or only of significantly reduced utility for the declared purpose, the purchaser may reject the defective part of the delivery or, if partial acceptance is economically unreasonable, withdraw from the contract. We are only obliged to refund the amounts paid for the affected parts.
- 13.6 Excluded from warranty and liability are damages not proven to be due to poor materials, faulty design, or poor workmanship, e.g., due to normal wear and tear, poor maintenance, non-compliance with operating instructions, excessive strain, unsuitable operating materials, chemical or electrolytic influences, construction or assembly work not performed by us, or other reasons not attributable to us.
- 13.7 The purchaser has no rights or claims beyond those expressly stated in Clause 13.
- 13.8 Any claims by the purchaser not expressly mentioned herein, regardless of their legal basis, particularly claims for damages, reduction, contract termination, or withdrawal, are excluded. Under no circumstances is the purchaser entitled to compensation for damage not incurred to the delivery item itself, such as production downtime, loss of use, loss of orders, loss of profit, or other indirect or consequential damage.

14. Applicable Law

- 14.1 The contractual relationship is governed by Swiss substantive law. The United Nations Convention on Contracts for the International Sale of Goods (CISG) of April 11, 1980, does not apply.

15. Jurisdiction

- 15.1 The exclusive place of jurisdiction for all disputes related to the contractual relationship between the parties is Burgdorf (CH). However, the Supplier may also bring action against the purchaser at the purchaser's domicile.
- 15.2 The place of performance for delivery, service, and payment is the registered office of Friedli AG.
- 15.3 Should one or more provisions of these Terms and Conditions be invalid or ineffective, the validity of the remaining provisions remains unaffected. The invalid or ineffective provision shall be replaced immediately by a valid provision that most closely reflects the parties' intent in accordance with applicable law.

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