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General Terms and Conditions

1. Scope

These General Terms and Conditions (**GTC**) apply to all offers, sales and deliveries made by Burkert Schweiz AG (**we/us**) to our customers (**buyers**). The GTC apply exclusively. Any deviating terms and conditions of the buyer are only valid if we agree to them in writing. We are not bound by the buyer's terms and conditions, even if we do not expressly object to them.

Until otherwise agreed in writing between us and the buyer, these GTC shall apply to all present and future business transactions with us, even if no express reference is made to these GTC in individual orders.

2. Offers

Our offers in brochures, catalogues, web shops, price lists as well as any other product descriptions and documents are always subject to change until the order is confirmed, even if not specifically agreed upon.

3. Orders and order confirmations

Orders are only accepted by us when they have been confirmed by us in writing, by e-mail or by other electronic means in the e-commerce process. If the delivery is made immediately without our express confirmation, the delivery shall be simultaneously deemed to be our order confirmation.

4. Prices

Our prices are subject to change and are ex place of dispatch (factory or our registered office) excluding value added tax, packaging, postage, freight, other shipping charges, insurance, customs and installation. Any increase in price that occurs due to the increase in the underlying wages, raw material prices, freight, taxes, customs duties, levies or other charges or the entry into force of new such charges in the time between the conclusion of the purchase contract and the delivery shall entitle us to an appropriate price increase to the extent permitted by law.

5. Delivery

The delivery time is agreed with our order confirmation. The delivery time is met with the timely notification of readiness for dispatch. Partial deliveries may not be rejected by the buyer. Over and underdeliveries of up to 10 percent of the ordered goods are permissible. An obligation to meet the agreed delivery deadlines can only be assumed under the condition that the manufacturing process is not disturbed. The consequences of force majeure, operational disruptions, strikes, lockouts, official measures, pandemics, shortages of raw and auxiliary materials at the time of manufacture, and other unforeseen circumstances with us or our suppliers entitle us to cancel the delivery obligations in whole or in part. Failure to meet delivery deadlines confirmed by us does not entitle the buyer to claim damages or to cancel the order. We are entitled, but not obliged, to make a subsequent delivery of the outstanding quantity of goods. Claims for damages due to non-performance or delayed performance are excluded to the extent permitted by law. Upon leaving the factory, or upon notification of readiness for dispatch (i.e. the first event occurring), the

risk passes to the buyer. In the absence of special instructions, the choice of the transport route and the means of transport shall be made at our best discretion without any liability for selecting the cheapest and fastest shipping option. Shipment is always at the risk of the buyer – even in the case of carriage paid delivery and in the case of retention of title. If it is agreed that we organize the delivery, our liability for any auxiliary persons is excluded. Unless otherwise agreed, packaging shall be at our discretion. It will be charged at the applicable prices. We shall only arrange transport insurance at the express written request of the buyer.

6. Complaints

After receipt of the goods, the buyer is obliged to inspect them or have them inspected immediately with regard to quality and damages and to notify us of any defects in writing without delay, but no later than eight days after receipt of the goods at the place of receipt. Defects that cannot be discovered within this period even upon careful inspection must be reported in writing without delay, at the latest three days after discovery. Complaints claiming that the agreed quantity (number of items or weight) has not been delivered must be brought to our attention in writing within two working days of receipt of the goods. Otherwise, the agreed quantity shall be deemed to have been delivered. Defects not notified within these time limits are forfeited.

7. Liability for defects

We guarantee that our products are free of manufacturing and material defects at the time of the transfer of risk. The limitation period for the buyer's claims in the event of defects is 12 months. That period begins upon delivery.

We shall only be liable for defects in the goods to the following extent: Our liability for defects is limited to the obligation to replace the defective parts, insofar as this is possible, with suitable parts free of charge. The defective parts shall be returned to us at our request; they shall then become our property, insofar as they are replaced by suitable parts. Compensation for damages of any kind due to defective delivery, in particular also compensation for lost profit, consequential damages, rights to reductions, rescission or withdrawal are excluded to the extent permitted by law. This shall not apply in the event of fraudulent concealment of the defect. For third-party products supplied, only those obligations are assumed which our suppliers themselves have entered into. The return of defective goods requires our prior consent and must be carriage paid. The remedy of the defects by the buyer may only take place with our consent. Liability for any consequences arising from rectification of defects carried out by the buyer or third parties without our consent is excluded. Liability for all direct and indirect further damages is excluded. No liability shall be assumed for delivery parts which, due to their material properties, are subject to premature consumption depending on their type of use.

8. Product use

The application, use and processing of the goods delivered by us is exclusively the responsibility of the buyer. The product description is non-binding information with regard to any third-party property rights and shall not relieve the buyer from his own examination of the products with regard to their suitability for the intended processes and purposes. In particular, it does not contain any assurances of properties.

9. Retention of title

Ownership of the goods shall not pass to the buyer until he has settled all his liabilities arising from the business relationship existing with us. The buyer hereby declares his consent to register the retention of title in the appropriate registry at his place of residence/domicile. Insofar as the assertion of the retention of title becomes necessary, we reserve the right to charge the buyer for the costs of registering the retention of title.

If the delivered goods or parts thereof are installed in another object, the retention of title shall not expire; rather, co-ownership shall be deemed to be agreed in accordance with the value ratios of the new object.

The buyer is entitled to process or sell the goods delivered under retention of title in the ordinary course of business. However, he may not pledge the goods or assign them as security. In the event of resale or further processing, the buyer hereby assigns to us by way of security all claims from the resale with all

ancillary rights against the third-party debtor, up to the amount of the invoice and with the authority to collect the claim on a pro rata basis. Insofar as the buyer collects the assigned claim himself, this shall only be done on a fiduciary basis. The proceeds collected on our behalf are to be delivered to us immediately. Upon our request, the buyer is obliged to disclose the assignment to the secondary buyer and to provide the information required for the assertion of our rights against the secondary buyer. The buyer must notify us immediately of any seizure or any impairment of our rights by third parties.

In the event that the secondary buyer does not pay cash immediately, the buyer shall retain extended ownership to us.

10. Payment

Payments are to be made within net 30 days from the date of invoice, without any deductions. We reserve the right, however, to demand advance payment if the buyer is in default of payment to us with other claims or if the uncertainty of his financial situation is otherwise known to us, e.g. through bankruptcy filing, other events pursuant to Art. 83 OR (Code of Obligations), judicial or extrajudicial settlement application, existing debt collection or default of a guarantor become known. In this case we are also entitled to withdraw from the purchase contract.

Incoming payments, insofar as several claims are outstanding, shall in principle be credited against the oldest claim, irrespective of the buyer's indications.

After expiry of the payment deadline, default shall occur without prior reminder and the buyer shall owe us default interest rate of 5% per year without reminder.

The buyer is not entitled to withhold payments due to any counterclaims or to set them off against such counterclaims.

11. Drawings; non-disclosure

Drawings, documents and drafts that the buyer receives from us may not be disclosed by the buyer to third parties. Violations will result in full compensation for damages. Furthermore, the buyer is obliged to return such drawings, documents and drafts to us at our request if an order is not placed.

12. E-commerce

If the buyer purchases goods or services from us via a website or other e-commerce process, the following provision shall apply in addition:

The buyer is responsible for the security of its password and acknowledges that purchases made using its password are binding. After successful registration, an order can be placed. By entering the personal data and clicking the button "Send order" in the final step of the ordering process, the binding order of the goods contained in the shopping cart is made. The confirmation of receipt of the order follows immediately after the order has been sent. The purchase contract is only concluded with our order confirmation (see Section 3).

We have made all reasonable technical efforts to ensure that all websites and access points are secure. However, all liability is excluded in the event of misuse of information transmitted on and/or from our websites and/or access points by outsiders who are not our employees.

13. Data protection

The buyer expressly agrees that we may process his data collected in the course of the business relationship, including personal data, for the purpose of order processing, contract management, processing of warranty cases, support and advice, as well as for statistical evaluations and to fulfil legal obligations. We will only process the data for as long as is necessary to fulfil the intended purpose. After the purpose of use has ceased, we will delete the data completely, unless a longer retention period is required or permitted by law.

The buyer also expressly agrees that we are entitled to disclose his data to other group companies and/or to commissioned data processors in Switzerland and abroad.

We process the buyer's data on the basis of Art. 4 and 6 of the Swiss Data Protection Act. The buyer is entitled at any time to receive information free of charge about his processed personal data and, if necessary, to correct it, to restrict or prohibit the further use of this personal data or to revoke consent to further data processing, to object to further processing and to have the personal data deleted. In any case, the legal obligation to retain data and the mandatory processing of personal data for the fulfilment of the contract shall remain reserved.

With regard to data processing, the buyer can contact us at the following e-mail address:
info.ch@burkert.com

14. Applicable law and court of jurisdiction

These GTC and all other agreements between us and the buyer relating to the sale or delivery of goods are governed by Swiss substantive law, excluding the Vienna Convention (CISG) and any applicable conflict of law rules.

The court of jurisdiction for all disputes in connection with the sale or delivery of the goods is our registered office, currently in Hünenberg, Switzerland. However, we reserve the right to bring any suits to the court at the place of domicile of the buyer.