

1. General

- 1.1 These General Terms and Conditions of Sales and Delivery apply to all goods and support transactions between etronics AG (hereinafter „etronics“) and the customer. Other terms or conditions of the Customer are binding only if acknowledged separately in writing by etronics.
- 1.2 These General Terms and Conditions of Sales and Delivery remain in force even when they are not enclosed. The General Terms and Conditions of Sales and Delivery are also downloadable at www.etronics.ch.
- 1.3 In case these General Terms and Conditions of Sales and Delivery are held invalid partially or completely, both parties should add a new agreement instead.
- 1.4 Offers are not binding. Unless otherwise stated, the offer is valid for 30 days.
- 1.5 All agreements and legally important declarations by both parties are only valid in writing. In case of conflict between special agreements and General Terms and Conditions of Sales and Delivery, the special agreements have priority.

2. Execution of contract

- 2.1 The contract will be executed upon written confirmation by etronics or invoice.
- 2.2 Deviations from the order confirmation or invoice become part of the contract, unless disputed in writing by the customer within five business days after receipt of order confirmation. etronics reserves the right to correct invoicing errors.
- 2.3 Any order cancellation requires written approval from etronics. In case of costs due to already purchased/manufactured material and/or higher costs due to reduced quantity must be absorbed by the customer.
- 2.4 After the expiry date of the frame contract, etronics reserves the right to surcharge 5% annually of the remaining contract value for its stock keeping and pre-financing services.

3. Scope of goods and services supplied

- 3.1 Goods and services of etronics will be specified in the order confirmation and invoice.
- 3.2 etronics is entitled to engage subcontractors.

4. Pricing

- 4.1 All prices are understood as net, without any deductions (excluding VAT).
- 4.2 Shipping and packing costs, small-lot and express charges, costs of special requirements of the customer, will be invoiced additionally, if not agreed separately. Customer is liable for the value-added tax VAT.
- 4.3 In case of changes in pricing due to unforeseeable circumstances between the execution of the contract and delivery (particularly currency fluctuations and supplier prices), etronics is entitled to adjust the prices accordingly.
- 4.4 For orders with a total amount of less than CHF 1000, etronics reserves the right to impose a surcharge of CHF 250 in order to cover internal administrative expenses.

5. Terms of delivery

- 5.1 The lead time specified in the order confirmation or invoice shall apply and shall begin with the execution of the contract.
- 5.2 The lead time will be extended, if
- 5.2.1 etronics does not receive the information required for performance of the contract in advance or if the customer changes the specifications afterwards. for- ges
- 5.2.2 Hindrances arise which etronics can't overcome despite application of due care, regardless of whether problem arises at etronics, at the customer or at a third party. appli- at
- 5.3 In case of late delivery the customer has neither the right to indemnity or additional performances nor has the customer the right to withdraw from the contract.
- 5.4 In case etronics is unable to deliver on time or at all, due to events beyond is to control occurring at etronics or its suppliers, etronics has the right to withdraw from the contract in whole or partially. etronics has the right to effect partial deliveries, which may be charged separately, unless otherwise agreed.

6. Passage of benefit and risk

- 6.1 Benefit and risk are transferred to the customer when leaving the registered office of etronics, unless otherwise agreed (Incoterms 2020).
- 6.2 If the shipment is delayed at customer's request or for other reasons which are not caused by etronics' fault, the risk will pass to the customer at the time originally specified for delivery.

7. Despatch, transport and insurance

- 7.1 etronics arranges despatch and transport to the agreed destination and will be charged separately, unless otherwise agreed.
- 7.2 Despatches from etronics to the customer are secured by etronics transit insurance. Additional insurances f.e. against losses are in responsibility of the customer from the moment of passage of risk.
- 7.3 Complaints in relation to the despatch or transportation have to be reported directly to the last carrier and etronics upon receipt of the shipment or shipping documents.

8. Inspection and acceptance of shipments

- 8.1 The customer has to inspect the shipments within 5 business days of receipt. Complaints have to be reported to etronics in writing. After this period the goods are considered accepted.
- 8.2 Any defects reported as to section 8.1, which etronics acknowledges, have to be replaced or repaired by etronics.
- 8.3 The customer has no right of claims arising from defects of any other kind in shipments than stated in sections 8 and 9.

9. Warranty and liability

- 9.1 The warranty period is 12 months from the date of delivery of the goods.
- 9.2 The warranty given by etronics is limited to the agreed materials and appearance.
- 9.3 The claim of the customer is limited to replacement or repair of the defective goods.
- 9.4 The warranty expires early in case the customer or a third party undertakes any changes or repairs improperly or if the customer does not immediately give etronics the possibility to repair the defect.
- 9.5 etronics is not liable for defects which are due to inaccurate or missing information on the part of the customer. etronics shall furthermore not be liable for defects arising in consequence of natural wear and tear, improper maintenance, improper use, excessive load or other causes not imputable to etronics.
- 9.6 etronics is not liable for the consequential damages, the indirect damages from the use, loss of earnings and possible inconveniences of the customer.
- 9.7 In case a product liability is being claimed against etronics by a third party for a defect not imputable to etronics, the customer has to indemnify etronics for all costs incurred.

10. Confidentiality

- 10.1 Information supplied by etronics to the customer for purposes of contract performance, may neither be used for other purposes of customer nor disclosed to third parties.

11. Terms of payment

- 11.1 The customer has to effect payments as per the agreed terms of payment, net, plus value-added tax.
- 11.2 In case etronics' rights are at risk because the customer has become insolvent etronics may suspend performance of contract until the agreed obligations from the contract are fulfilled. etronics can withdraw from the contract without any damage if the fulfillment is not ensured in a reasonable time.

12. Reservation of title

- 12.1 All goods sold by etronics remain property of etronics until the terms of the contract are fulfilled and all payment obligations are discharged.
- 12.2 etronics and our suppliers have sole reservation of title and copyrights for all drawing and drafts. The mentioned documents are entrusted to the customer and may neither be made available to third parties nor copied without written consent by etronics. The documents have to be returned to etronics upon request.

13. Applicable law and place of jurisdiction

- 13.1 The present contract is subject to Swiss law excluding the Vienna Sales Convention.
- 13.2 The sole place of jurisdiction of any legal disputes between the contracting parties is Zurich, Switzerland.