

## **Terms & Conditions**

Europair Schweiz AG

### **1. General**

1.1 These general conditions govern the relations between the customer and europair Switzerland SA, and apply to the services and products delivered by the company. Certain provisions, which differ from these GTCs, shall only apply if euro pair Switzerland SA has specifically declared them in writing. The application principle of the current provisions is as follows: the general conditions of sale always apply first. However, any contrary provision in written form between the customer and europair Switzerland SA prevails over these general terms and conditions of sale.

1.2 To ensure the validity of the Agreement, all agreements and legally relevant statements of the Contracting Parties must be written.

1.3 The deliveries and services offered by europair Switzerland SA for export are carried out on the basis of the “Ex Works” principle, that is to say at the end of the factory (INCOTERMS).

1.4 If the contractual partner is a legal entity, the person(s) signing for the business partner must be authorized to sign. If the partner is a physical/actual person, he must be of age and able to act. For minors, it may be required that the contract be signed by the legal guardian(s). europair Switzerland SA

reserves itself the right to verify the identity and / or power of the other contracting party – in particular the person who collects the goods – by submitting an extract from the commercial register, an official identification document or attorney power.

### **2. Offer of services and contract closure**

2.1 The contract is considered to have been concluded when the written offer of europair Switzerland SA has been confirmed in writing by the customer or when europair Switzerland SA receives a written and legally valid order confirmation.

2.2 If a europair Switzerland SA offer is not accepted in writing within 30 days, europair Switzerland SA considers that it is no longer bound by the offer.

### **3. Delivery and services**

3.1 Provisions setting out the terms and conditions for managing the delivery and the service rendered are expressed in a specific contract. Equipment or services that are not included in the price or that are requested in addition will be billed separately. Provided that the service is improved in the interest of the customer, europair Switzerland SA reserves itself the right to make changes to the order confirmation without prior consultation with the customer.

### **4. Applicable local requirements**

4.1 At the time of placing the order at the latest, the customer must inform europair Switzerland SA of official legal provisions and other standards and special circumstances (technical specifications, geographical location, etc.) that concerns or may affect the execution of deliveries and services to the destination.

4.2 The deliveries and services of europair Switzerland SA are exclusively designed and intended for use in enclosed premises. More specifically, the use of the device in outdoor environments is prohibited.

## **5. Prices**

5.1 Unless otherwise stated, the prices of europair Switzerland SA are net from the warehouse, in Swiss francs, without packaging, transport, insurance, VAT, other costs, fees, assembly, installation, commissioning and other additional costs.

5.2 If, between the closure of the contract and the delivery, the costs at the base of the calculation were to increase, europair Switzerland SA reserves itself the right to adjust prices indicated in the order confirmation accordingly, until its final execution.

## **6. Payment policy**

6.1 Invoices shall be made as soon as the goods or services ordered or the partial deliveries previously agreed upon are indicated as being ready for withdrawal. Deliveries abroad are made by means of a

confirmed credit letter by a chosen Swiss bank.

6.2 Payments must be made by the customer at the place of residence of europair Suisse SA within 30 days of invoicing without rebate or deduction of fees, taxes or any other type of fees. Special payment terms will be agreed on a case-by-case basis.

6.3 In the event of a late payment, europair Switzerland SA reserves the right to immediately suspend all deliveries of services and to charge default interest of 5%. Interest begins to accrue on the day following the date the payment should have been made at the latest. Any other costs of reminder and compensation for any additional damage remain reserved.

6.4 The customer is not entitled to offset his claims with europair Switzerland SA by possible counter-benefits.

## **7. Delivery period**

7.1 The delivery period starts as soon as the contract has been concluded, all the necessary formalities have been completed, payments and guarantees have been made and that europair Suisse SA is in possession of all the necessary documents, materials, data and information at the execution of the order. The delivery time is considered to be respected if the order has been declared ready to be removed before the end or the end of the delivery period.

7.2 In the following cases, the delivery time is properly extended:

- if the information, documents, etc. necessary for the execution of the order are not received on time by europair Switzerland SA or if they are subsequently modified by the customer;
- if the payment deadlines have not been respected, if the credit letters are opened or confirmed too late, or if the necessary import and export licenses are not received in time by europair Switzerland SA;
- in any case of setbacks that are independent of the goodwill and professionalism of europair Switzerland SA, that they occur at europair Switzerland SA, at the customer's or at a third party's;
- in case of major force (epidemics, mobilization, war, riots, natural disasters, major breakdowns, accidents, labor disputes);
- in the event of late or defective delivery of the semi-finished or finished products required and measures or omissions of official bodies.

## **8. Delivery, transport, storage and insurance**

8.1 The products are carefully packaged by europair Switzerland SA. The

packaging will be billed to the customer at cost price.

8.2 europair Switzerland SA must be informed in due time of any special request concerning shipping, storage and insurance provisions. The customer bears the costs and risks associated with transport and storage.

8.3 The customer also bears insurance costs against all types of damages. If europair Switzerland SA subscribes to an insurance policy, it is the responsibility of the customer.

8.4 If, during the collection of the goods at the residence of europair Switzerland SA, the customer, the third party or the europair Switzerland SA carrier requests instructions on the use of the goods, europair Switzerland SA reserves the right to invoice them separately.

## **9. Control and reception of deliveries and services**

9.1 europair Switzerland SA controls deliveries and other pre-shipment services in accordance with the specified internal control instructions, except for agreed direct deliveries. If the customer requests that additional checks be carried out, these must be agreed in advance and separately, and the customer must bear the costs.

9.2 The customer must check deliveries and other services within a reasonable period of time, within 10 days after receipt at the latest, and immediately report any

possible defects to europair Switzerland SA in writing. If he fails to do so, the goods and services will be recognized as accepted and approved. This also applies to deliveries to third parties. Product returns must be made in their original packaging and accompanied by a detailed description of the defect as well as the delivery note or the invoice.

9.3 europair Switzerland SA undertakes to remedy the reported defects as soon as possible and the customer agrees to give him the opportunity.

9.4 The warranty protection and liability of europair Suisse SA is limited to defects or defects in the delivery or performance. The customer does not have the right to terminate the contract.

9.5 All demonstration equipment must be returned within 10 days.

9.6 Any maintenance contract for the granting of functionalities beyond the date of receipt may be the subject of a separate agreement.

## **10. Warranty and liability in case of defects and delays**

10.1 europair Switzerland SA is only liable for the characteristics and dates guaranteed in advance. Characteristic elements and guaranteed dates are only those which are expressly designated as such in writing in the order confirmation or in the offer. The warranty period for hidden defects is usually one year and starts at the delivery, or the notice of

provision for collection, or delivery to the warehouse of europair Switzerland SA. For products that are not manufactured by europair Switzerland SA, the warranty period is generally 12 months or 24 months maximum if the provisions of the subcontractor provide so. europair Switzerland SA does not guarantee any warranty for used equipment.

10.2 The precedent condition to the performance of the warranty during the warranty period is the dispatch of the defective unit to the registered office of europair Switzerland SA.

10.3 The guarantee expires prematurely if the customer or third parties make or have made modifications or repairs, or if the customer, in case of default, does not immediately take all appropriate measures to minimize the damage and gives europair Switzerland SA the opportunity to remedy the defect or appoint a third party to remedy the defect.

10.4 The guarantee and liability of europair Switzerland SA does not cover damage to deliveries and services resulting from natural wear and tear, inadequate maintenance, non-compliance with operating or transport regulations, undue hardship, improper equipment and placement, improper use in premises or outdoors, chemical or electromagnetic influences, or other reasons for which europair Switzerland SA can not be held responsible for.

10.5 Without a specifically written agreement, europair Switzerland SA does not guarantee that the products and services ordered are suitable for the intended use of the customer and that they may be used or handled within the scope indicated by the customer, or by a third party.

10.6 If the customer requires a guarantee of operation, he must bear the costs of clarification and testing.

10.7 The customer has no other rights and claims than those expressly mentioned due to defects in material, construction or workmanship or due to the lack of previously guaranteed product or service features. We do not accept any liability for consequential damages resulting from non-compliance with the promised deadlines or from the use, improper performance or loss of performance of the deliveries and services provided by europair Switzerland SA. Responsibility for defects is limited to replacing or repairing defective deliveries and services. europair Switzerland SA reserves itself the right to refund the customer the invoiced value of the defective deliveries and services instead of repairing or replacing them.

10.8 All liability is excluded if the devices are not used in the premises provided for this purpose.

10.9 The binding legal provisions of europair Switzerland SA remain reserved.

## **11. Reservation of Title**

11.1 europair Switzerland SA retains ownership of all goods delivered until full payment of the corresponding invoices. europair Switzerland SA is entitled to have the retention of title registered in the retention of title register. In case of behavior contrary to the contract, in particular in case of late payment, europair Switzerland SA is entitled to demand the return of the goods to the recipient after recall and warning. All related costs will be charged extra.

## **12. Legal Venue, Applicable Law**

12.1 The place of jurisdiction is at the place of residence of the head office of europair Switzerland SA. The latter, however, is entitled to bring an action against his client at his place of business.

12.2 The legal relationship is subject exclusively to Swiss substantive law (CO), excluding Swiss private international law and international agreements.

europair Switzerland SA reserves the right to modify these terms and conditions of sale at any time.