

## GTC for Purchase Contracts (Sale of Goods)

### 1. Validity of GTC and Conclusion of Contract

These General Terms and Conditions (GTC) apply to IMMOOS GmbH, Bergungs- und Sicherheitssysteme with headquarters in Oberarth (CH) and to IMMOOS Bergungs- und Sicherheitssysteme GmbH with headquarters in Lauterach (AT).

An order shall only be deemed accepted after written confirmation (order confirmation) by our company. Customers will be informed in the order confirmation as to where they can download the GTC on the Internet. Should a customer not agree with the GTC in such cases, they can claim their right of withdrawal (see clause 4).

Possible changes to the original order are only binding for our company if they have been expressly accepted by us. IMMOOS GmbH is authorised to make changes that lead to improvements from the customer's point of view, as long as they do not cause a price increase.

If there is a framework agreement, that is to say a written individual contractual agreement (e.g. Safety Management) between the customer and IMMOOS GmbH, the provisions of such an agreement shall take precedence over the provisions of these GTC insofar as there is a contradiction between the respective provisions.

### 2. Prices and Special Offers

Prices are quoted in CHF or EUR (Member States of the European Union). The value added tax is shown. Unless otherwise agreed in our order confirmation or on an individual basis, our prices are ex works (Oberarth or Lauterach). Shipping costs will be charged additionally. For deliveries abroad, all taxes, duties and charges incurred outside Switzerland or Austria shall be borne by the customer. Any processing fees will also be charged separately.

The validity of the prices is indicated in the offer. If the customer makes an order after the expiry of the offer's validity, the current prices on the order date apply. Framework agreements are excluded from this regulation.

Discounts and promotions are only valid for the period stated.

IMMOOS GmbH reserves the right to charge a surcharge of CHF 12.00 or EUR 12.00 for orders that are below the minimum order value of CHF 100.00 or EUR 100.00.

In the case of customers with "free domicile" delivery conditions, the freight costs are only waived if the purchase value is CHF 250.00 or EUR 250.00 or higher. In the case of a smaller value, the freight costs shall be borne by the customer.

### 3. Delivery Terms

The delivery shall be made at the latest in accordance with the confirmed delivery deadline. If a longer delivery period is necessary, the customer will be informed at the latest upon the expiry of this period. In any case, the delivery period shall not commence until all technical and other questions relating to the delivery have been clarified.

The delivery period shall be extended accordingly

- If IMMOOS GmbH does not receive the information required for the fulfilment of the contract on time, or if the customer subsequently changes this information and thus causes a delay in delivery or performance.
- If events of force majeure, restrictions under public law as well as strikes and other events which are not attributable to our operational risk occur. These shall, at our discretion, either extend the agreed delivery periods by the duration of the disturbance or entitle us to withdraw from the specific supply contract if the duration is not only temporary.
- If the customer or third parties are in arrears with the work to be carried out by them or with the fulfilment of their contractual obligations, in particular if the customer does not comply with the terms of payment.

As a rule, the stated delivery period shall be understood as a complete delivery. If the customer would like a partial delivery in advance, these shipping costs will be charged. However, if IMMOOS GmbH makes a partial delivery on its own initiative, the shipping costs will only be charged once (except for blanket orders).

Parcels are usually shipped with a shipping service of IMMOOS GmbH's choice. If the customer would like a different courier, he must notify IMMOOS GmbH in good time.

The customer shall be entitled to claim compensation for delayed deliveries if IMMOOS GmbH is demonstrably to blame for the delay and the customer can prove damage as a result of this delay. If the customer is helped out by a replacement delivery, the claim for compensation for delay shall lapse. The compensation for delay amounts to a maximum of 0.5% for each full week of delay, but not more than 5% in total, calculated based on the contract price of the delayed part of the delivery. The first two weeks of the delay shall not entitle the Purchaser to compensation for the delay.

If a specific date has been agreed instead of a delivery period, this date shall be equivalent to the last day of a delivery period.

#### **4. Right of Revocation and Right of Withdrawal**

Return deliveries are only permissible if they have been accepted in advance by IMMOOS GmbH. Notifications must be made in writing to our company within 30 days of receipt of the delivery. The products must be sent to us "free domicile", at no cost to us, in perfect new condition and in their original packaging. Products will be refunded or replaced at our discretion. In the case of components with an expiry date (textile parts), the current value will be refunded. IMMOOS GmbH reserves the right to charge a processing fee.

## 5. Transfer of Benefits and Risks

Benefit and risk shall pass to the customer at the latest upon dispatch of the deliveries ex works.

It is the responsibility of the customer to maintain the products, to subject them to regular inspections, which are evident in the instructions for use, and to use them properly. Moreover, no changes may be made to the parts.

## 6. Liability and Warranty

Since IMMOOS GmbH attaches great importance to safety and customer satisfaction, we guarantee material and processing for all products manufactured by us. Should one of our articles show defects in material or processing, IMMOOS GmbH will of course repair or replace it.

For better traceability, it is important for IMMOOS GmbH that all operations and inspections are fully documented. A form for this documentation can be found in every instruction manual for IMMOOS products. In the case of a warranty claim, the customer must duly submit this form.

This guarantee does not apply to damage caused by improper use, misuse, unauthorised modifications, regular wear and tear or ageing (e.g. due to UV radiation).

In such cases, IMMOOS GmbH offers a repair service which is charged to the customer. In case of warranty claims, the product will be repaired or replaced by a new one.

Complaints and warranty cases will be handled directly by IMMOOS GmbH.

Any complaints due to recognisable defects or non-compliance of the product with the order must be made in writing to IMMOOS GmbH within 10 days of receipt of the product. After this period has expired, it is assumed that the customer has no complaints to make.

## 7. Payment and Retention of Title

At the request of the customer, payment can be made in the following ways:

- The invoice will be sent by e-mail after the service has been rendered. At the customer's request, the invoice can also be sent by post. The customer must notify IMMOOS GmbH of this before the invoice is issued. The payment period and the account details are shown on the invoice.
- IMMOOS GmbH may also demand advance payments or down payments. This is defined in the order confirmation.

In the event of late payment, IMMOOS GmbH will send a maximum of two reminders. A fee of CHF 10.00 or EUR 10.00 will be charged for the second reminder. If the customer still does not pay, debt enforcement measures will be initiated. In addition, interest on arrears of 5 percent will be charged in the event of late payment. We reserve the right to claim damages.

The products affected by this contract remain the inalienable and unmortgageable property of our company until full payment of the purchase price including VAT by the customer. Until this point in time, the customer undertakes not to sell, rent or modify the products affected by this contract without the prior consent of IMMOOS GmbH or to leave them to his creditors as security.

## 8. Resale

IMMOOS GmbH collaborates with authorised dealers abroad. The dealers are entitled to resell our products. Training is mandatory when selling certain products.

For authorised dealers, the retention of title according to paragraph 7 does not apply.

## 9. Application of Law and Place of Jurisdiction

These GTC are governed by Swiss law, in particular the provisions of the Swiss Code of Obligations.

The place of jurisdiction is the headquarters of IMMOOS GmbH (Oberarth).

These GTC shall also apply to deliveries from the Lauterach branch. Austrian mandatory law takes precedence over the provisions of these GTC.