

General terms and conditions of delivery

1. General / Contract Conclusion

- 1.1 The following General Terms and Conditions of Delivery (GTC) apply to legal relationships between Sigrist-Photometer AG (supplier) and its clients (client) and are binding if declared to be applicable in the offer or in product and price lists or the supplier's order confirmation.
- 1.2 Different conditions of the client that contradict and/or supplement these GTC are valid only and to the extent that they have been specifically accepted in writing by the client.
- 1.3 All agreements and legally significant declarations are valid only if they are made in writing. Communication by e-mail is deemed equivalent to that in writing.
- 1.4 Should individual provisions of these GTC be invalid or incomplete, this shall not affect the validity of the remaining provisions.
- 1.5 The supplier reserves the right to amend these GTC at any time. In the event of any ambiguities and/or contradictions between versions of these GTC in other languages than German, the German text shall be decisive.
- 1.6 These GTC apply as of 1 September 2024 and replace all previous General Terms and Conditions of Delivery of the supplier.
- 1.7 The contract is concluded upon receipt of the written confirmation by the supplier that it accepts the order (order confirmation). All other declarations of the supplier are non-binding and subject to change unless explicitly designated as binding. Offers which do not contain a deadline for acceptance (validity) are not binding.

2. Scope of deliveries and services

The deliveries and services of the supplier are listed in full in the order confirmation, including any attachments thereto.

3. Plans and technical documents

- 3.1 Brochures and catalogs of the supplier are not binding, save where otherwise agreed, and are subject to change without advance notice. The information given in technical documents is binding only if an express assurance is given to that effect.
- 3.2 Each contracting party reserves all rights to plans and technical documents that it has issued to the other.

The receiving contracting party acknowledges these rights without reservation and is neither entitled, nor shall it use these documents for any purpose other than that for which they were handed over to it.

The above provisions likewise apply to all intellectual property rights of a contracting party to which the other party receives access within the scope of the contract.

4. Prices

- 4.1 Unless agreed otherwise in writing, all prices of the supplier are net, in the currency specified in the order confirmation or otherwise in Swiss francs, excluding VAT, ex-works, excluding packaging and without any deductions of any kind.
- 4.2 Should the conditions underlying pricing change, in particular due to changes in wage costs, material prices or other production costs or due to exchange rates, currency regulations and changed obligations or other reasons lying outside the supplier's control, between the time at which the offer is made and the time of contractual performance, the supplier reserves the right to adjust the price at any time.

An appropriate price adjustment will also be made if the delivery lead time is subsequently extended for one of the reasons referred to in Section 7.4 or if the documents supplied by the client did not correspond to the actual circumstances or were incomplete.

5. Payment terms

- 5.1 Unless expressly agreed otherwise, payments are to be made at the domicile of the supplier without deduction of any discount, expenses, taxes, charges, fees, customs duties or the like.
- 5.2 Unless agreed otherwise, the invoice is payable within 30 days of delivery. However, the supplier reserves the right at all times to make delivery subject to an advance payment.
- 5.3 If the client fails to respect the agreed payment dates, it shall be required to pay interest at 5% without the need for any reminder from the agreed due payment date. This obligation shall not be waived through the granting of an extension. The supplier expressly reserves the right to assert claims for all other damages.
- 5.4 The client is only entitled to withhold payments or to offset them with counterclaims to the extent that its counterclaims are undisputed or legally established.
- 5.5 The place of performance for all payments to be made by the client is the registered office of the supplier.

6. Reservation of ownership

- 6.1 The supplier remains the owner of its entire delivery until it has received payment in full as stipulated in the contract. The client is required to participate upon first request and at its own cost in all measures necessary or expedient to protect the supplier's property. In particular, upon conclusion of the contract, the client authorizes the supplier to effect entry or a record of the reservation of ownership in public registers, books or the like in compliance with the relevant laws, ordinances and regulations and to perform all accompanying formalities at the client's expense.
- 6.2 The client will maintain the delivered objects at its own expense for the duration of the reservation of ownership and insure them in favor of the supplier against theft, breakage, fire, water damage and other risks. Moreover, it will take all necessary or expedient measures to ensure that the supplier's right of ownership is neither impaired nor canceled, and also refrain from all actions suitable for impairing or canceling the supplier's right of ownership.

7. Delivery /delivery lead time

- 7.1 Unless agreed otherwise, deliveries and services of the supplier are made FCA from the supplier's works, which are also the place of performance for the deliveries and services as well as any supplementary performance.

- 7.2 The delivery lead time is based on the contract and begins as soon as the contract has been concluded, all official formalities such as import, export, transit and payment permits have been obtained, the payments due with the order have been made, any securities provided and the key technical points clarified. The delivery lead time is complied with if notification of readiness for dispatch for delivery from the supplier's works has been sent from the supplier to the client before it expires.
- 7.3 Partial or advance deliveries are permitted unless otherwise agreed.
- 7.4 The delivery lead time shall be automatically and appropriately extended:
- a) if the supplier does not receive in a timely and complete manner the information it requires for fulfillment of the contract or if the client subsequently amends them, thereby causing a delay in the delivery or provision of services;
 - b) if obstacles arise which the supplier is unable to avert despite exercising due care, regardless of whether such obstacles arise on its own premises, with the client or with a third party (including subcontractors). Such obstacles include, for example, epidemics, pandemics, terrorist attacks, mobilization, wars, riots, substantial disruption of operations, accidents, labor conflicts, late or faulty supply of the necessary raw materials, semi-finished or finished products, loss of important workpieces, official measures or omissions, and natural events; or
 - c) if the client or third parties are late in the performance of work to be done by them or in the performance of their contractual obligations, especially if the client fails to comply with the payment terms.
- 7.5 If the delivery date (possibly extended appropriately pursuant to Section 7.4) is not met, the client is authorized to claim compensation for late deliveries if and to the extent that such delay is demonstrably caused willfully or through gross negligence by the supplier and the client is able to provide detailed evidence of direct damage sustained as a consequence of this delay. However, this compensation may not exceed the loss which the party in breach of contract anticipated when the contract was concluded as a possible consequence of delay (the following provisions concerning maximum compensation apply notwithstanding this). If the client is assisted within a reasonable period of time with a substitute delivery, all entitlement to compensation for late delivery shall automatically lapse.
- The first two weeks of late performance do not entail any entitlement to compensation in this connection. For each full week of delay, the compensation for late delivery amounts to no more than ½%, subject to a maximum total of 5% calculated on the contractual price of the part of the delivery which is late.
- When the maximum compensation for late delivery has been reached, the client must set a reasonable period of grace for the supplier in writing. Only if that period of grace is not respected for reasons for which the supplier is responsible is the client entitled to decline acceptance of that part of the delivery which is late. If in such case partial acceptance would be unreasonable for it for economic reasons, the client is entitled to withdraw from the contract and to require payments already made to be refunded following the return at its expense of deliveries made.
- 7.6 The client has no rights and claims in respect of late delivery or service performance other than those explicitly specified here in Section 7. In particular, all further claims for damages of all kinds are excluded. This limitation does not apply to unlawful intent or gross negligence on the part of the supplier, but it likewise applies to unlawful intent or gross negligence on the part of auxiliary persons.

8. Transfer of benefits and risks

- 8.1 Benefits and risks are transferred to the client at the latest when the delivery leaves the supplier's works.
- 8.2 If the consignment is delayed at the request of the client or for other reasons for which the supplier is not responsible, the risk shall be transferred to the client at the time originally scheduled for delivery from the supplier's works. From this time on, the deliveries will be stored and insured for the account and at the risk of the client.

9. Export/import provisions

The client acknowledges that the supplier is obliged to comply with the applicable laws, ordinances and regulations concerning the sale, export/import (including licensing requirements for export and import), transportation and utilization of goods or similar provisions. The client undertakes neither directly or indirectly to use, dispose of, transfer or otherwise make accessible supplied goods in a manner that results or could result in a (possible) breach of these laws, ordinances and regulations.

10. Verification and acceptance of deliveries

- 10.1 The supplier will perform sample checks of deliveries and services prior to dispatch. If the client requires more extensive tests, these must be agreed separately and all costs in this connection paid for by the client.
- 10.2 The client must check the delivery immediately upon receipt for completeness and any visible damage, record this on the delivery note and notify the supplier in writing. All other damage must be reported to the supplier in writing and in a substantiated manner within seven days. Should it fail to do so, the deliveries and services shall be deemed to have been approved.

The supplier must remedy the defects notified to it pursuant to Section 10.2 as quickly as possible and economically feasible and the client must give it the opportunity to do so. Repair shall be effected at the place of performance. The transportation and any other costs associated with the return dispatch (such as export customs clearance) of the material to be repaired from the client to the supplier's works shall be borne entirely by the client. In the case of defects reported pursuant to Section 10.2, the supplier shall bear the costs of dispatch of the repaired material from the supplier's works to the client and any other costs associated with such dispatch (such as export customs clearance). In the event of repair at the place where the object is located, the client must pay all resulting additional costs (travel costs etc.).

- 10.3 Performance of an acceptance test and definition of the conditions for this require a special agreement.
- 10.4 The client has no rights and claims for defects of any kind in deliveries or services other than those specifically stated here in Section 10 and in Section 11 (warranty, liability for defects).

11. Warranty, liability for defects

- 11.1 Defects only identifiable after the inspection period pursuant to Section 10.2 must be notified by the client in writing and in an appropriately substantiated manner immediately and no later than ten days following their discovery. The rights arising from defects notified later than this shall be forfeited.
- 11.2 The warranty period is 24 months. It begins when the deliveries leave the supplier's works.

In order to uphold the warranty, servicing must be carried out at all times according to the servicing schedule, exclusively by staff trained for this purpose and only with original replacement parts of the supplier.

The warranty expires prematurely and immediately if the client or third parties carry out modifications or repairs themselves or, should a defect arise, if the client fails to take all necessary, suitable and expedient measures without delay to mitigate the damage and give the supplier the opportunity to remedy the defect.

- 11.3 At the timely written request of the client, the supplier undertakes to repair or replace at its own discretion and at the earliest possible opportunity all parts of the supplier's deliveries which are demonstrably defective or unusable because of poor material, faulty design or poor workmanship until the warranty period expires. Replaced parts become the property of the supplier unless it specifically waives ownership.

The supplier shall bear the costs of repair incurred in its own works as per this Section 11.3.

The transportation and any other costs associated with the return dispatch (such as export customs clearance) of the material to be repaired from the client to the supplier's works shall be borne entirely by the client. In the case of warranty claims, the supplier shall bear the costs of dispatch of the repaired material from the supplier's works to the client and any other costs associated with such dispatch (such as export customs clearance). In the event of repair at the place where the object is located, the client must pay all resulting additional costs (travel costs etc.).

- 11.4 Assured properties are only those expressly designated as such in the order confirmation or in the specifications. The assurance applies until the warranty period expires at the latest.

If the assured properties are not met or are met only in part, the client shall be entitled in the first instance to repair without delay by the supplier and the supplier shall be entitled to perform such repair. For this purpose, the client must grant the supplier the necessary time and opportunity. Only if this repair should prove unsuccessful or only partially successful shall the client be entitled to the compensation agreed for such a case or, insofar as such an agreement has not been made, to an appropriate reduction of the price. Any entitlement to rescission (Art. 205 SCO) is fundamentally ruled out. Only if the defect is so serious that it cannot be repaired within a reasonable period of time and the deliveries or services are not usable or only usable to a significantly reduced extent for the intended purpose is the client entitled to decline acceptance of the defective part or, if partial acceptance would be unreasonable for it for economic reasons, to withdraw from the contract. The supplier can only be required to repay the amounts which had already been paid for the parts concerned.

- 11.5 Consumables subject to wear and tear (such as glass parts, seals, light sources, fuses, electrochemical probes, desiccants, storage media) are excluded from the warranty and liability of the supplier.

All damage which has not been demonstrably caused by poor material or faulty design or workmanship, e.g. because of natural wear and tear, insufficient maintenance, failure to comply with operating instructions, excessive strain, unsuitable operating resources, chemical or electrolytic influences, failure by the supplier to carry out installation or assembly work and for other reasons for which the supplier is not responsible is likewise excluded. Moreover, the supplier can only be held liable for damage which it anticipated when the contract was concluded as a possible consequence of breach of contract.

- 11.6 The client has no rights and claims other than those expressly stated in Sections 11.1 to 11.6 in respect of defects in material, design or workmanship and the absence of assured properties.

12. Property rights and copyright

- 12.1 The supplier bears no liability for claims arising from the infringement of third-party industrial property rights or copyright (property rights) if the property right is or was in the ownership or subject to a right of use of the client or a company directly or indirectly affiliated with it.

- 12.2 The supplier bears no liability for claims arising from the infringement of property rights unless at least one property right from the family of property rights is published either by the European Patent Office or by the corresponding office in Switzerland, Germany, France, the UK, Austria or the US.

- 12.3 The client must notify the supplier immediately if (alleged) infringements of property rights or risks in this regard become known and give the supplier the opportunity to counteract such claims amicably. The client must cede the management of legal disputes (including out-of-court settlements) to the supplier at first request from the supplier (to the extent possible and permissible). Should this not be requested by the supplier or not be possible and permissible, any settlement or similar agreement between the client and the third party shall be subject to the prior written consent of the supplier (that may not be unreasonably withheld) as otherwise all liability on the part of the supplier is ruled out.

- 12.4 Claims of the client are ruled out if is responsible for or has caused the infringement of property rights or fails to support the supplier adequately in fending off third-party claims.

- 12.5 Claims of the client are also ruled out if the goods have been produced according to the specifications or instructions of the client or the (alleged) infringement of property rights results from usage in conjunction with another item not originating from or approved by the supplier (including software) or the delivery is not utilized according to the contract or instructions provided.

13. Non-disclosure

- 13.1 "Confidential information" comprises all business secrets and business or technical information made accessible by the supplier, regardless of whether or not such information is marked as confidential.

- 13.2 Confidential information remains the property of the supplier and may not be disclosed to third parties unless and until it is demonstrably in the public domain or the supplier has granted permission for the client to disclose it. Within the client's own company it may only be made available to those persons necessarily drawn upon to facilitate its usage and likewise subject to a duty of confidentiality. Confidential information may not be reproduced or used for commercial purposes without the written consent of the supplier. The client and customers of the client are also not entitled to dismantle the deliveries or pass them on for this purpose (so-called reverse engineering) without appropriate consent.
- 13.3 The client must inform the supplier immediately if it becomes aware of confidential information being disclosed in breach of these provisions. In this case the client must do everything in its power to ensure that such disclosed confidential information is not further disclosed/used and is immediately deleted by the unauthorized recipient. At the initial request of the supplier, all confidential information (including any copies or recordings made) and items provided on loan must be returned to the supplier, destroyed or deleted immediately and in full (as requested). The supplier shall retain all rights to the confidential information (including all intellectual property rights). To the extent that these have been made accessible to the supplier by third parties, this legal reservation also applies in favor of such third parties.

14. Data protection

The supplier shall observe the applicable statutory provisions on data protection when processing personal data. Details of the data collected and its processing are set out in this case in the applicable privacy policy of the supplier or in a separate agreement to be concluded on data processing.

15. Exclusion of further liabilities of the supplier

- 15.1 All cases of breach of contract and its legal consequences, together with all claims made by the client for whatever legal reason, are dealt with exhaustively in these GTC. In particular, all claims to compensation, reduction, contract cancellation or withdrawal from the contract are excluded unless they are specifically stated.
- 15.2 On no account does the client have any entitlement to compensation for damage which did not occur on the delivered object itself, in particular loss of production, loss of use, loss of orders, loss of profit and other consequential or indirect damages. This applies regardless of culpability. The supplier accordingly only bears liability for direct damages and only if the client is able to prove that such damage was caused willfully or through gross negligence by the supplier. Maximum liability is limited in each case to the price of the respective delivery. The supplier assumes no liability for auxiliary persons, regardless of their culpability.
- 15.3 The liability of the supplier is further excluded for all damage caused to material supplied by the client if this is particularly sensitive and the supplier's attention is not explicitly drawn to this or that is correspondingly positioned or used by the client despite a warning to this effect by the supplier. If the client fails to provide such information, the supplier shall not be liable even if it could or should have recognized the particular sensitivity of the material.
- 15.4 Furthermore, the exclusions of liability of these GTC do not apply if and to the extent that binding law opposes such exclusion.

16. Place of jurisdiction and applicable law

- 16.1 The place of jurisdiction for the client and supplier is the supplier's registered office. However, the supplier is also entitled to take action against the client at the latter's place of business.
- 16.2 The legal relationship shall be governed exclusively by substantive Swiss law to the exclusion of any conflict of laws and the United Nations Convention on Contracts for the International Sale of Goods (Vienna Purchasing Convention).