

# WEIDMANN

## GENERAL CONDITIONS OF SALE AND DELIVERY

### **1 Time of conclusion of the contract and scope of the contract**

A contract for the delivery of products and services of Weidmann Electrical Technology AG (hereinafter referred to as WEIDMANN) comes into existence only with the written order confirmation from WEIDMANN. The order confirmation from WEIDMANN alone is the decisive factor for the content of the contract, including the enclosed application and operating instructions as well as the technical datasheets. When inviting WEIDMANN to submit a quotation, the CUSTOMER must notify WEIDMANN in writing of all the applicable specifications, regulations and standards required to undertake delivery and provide the other services.

### **2 Delivery date**

The decisive date is the date in accordance with the written order confirmation. It will be extended appropriately if the CUSTOMER fails to arrange official formalities or provide securities or if WEIDMANN receives important technical specifications only after the order confirmation. The delivery date is considered to be met if as part of the procedure WEIDMANN has handed over the products that have been ordered on site in accordance with the applicable INCOTERMS (see Section A4 of INCOTERMS 2020).

### **3 INCOTERMS**

Unless there is a different written agreement, deliveries will be undertaken by WEIDMANN to the CUSTOMER in accordance with FCA Origin WEIDMANN premises (INCOTERMS 2020). Special requests regarding packaging, dispatch and insurance are to be notified to WEIDMANN in plenty of time.

### **4 Delay in delivery**

Failure to meet the delivery date by WEIDMANN entitles the CUSTOMER to withdraw only if delivery does not take place after the expiry of an appropriate period of grace set to WEIDMANN. The CUSTOMER is entitled to compensation for losses caused by the delay, insofar as he can provide evidence to WEIDMANN of intent or gross negligence. In the event of force majeure, WEIDMANN is entitled to an appropriate extension of the agreed delivery dates. Force majeure is considered to mean unavoidable events such as natural disasters of any kind, in particular severe weather, earthquakes, floods, volcanic eruptions, but also fire, traffic accidents, hostage-taking, war, unrest, civil war, revolution, terrorism, sabotage, strikes etc. If the force majeure continues for more than six months, the CUSTOMER can withdraw from the corresponding delivery contract. In this case the CUSTOMER is not entitled to compensation.

### **5 Prices**

Unless something to the contrary has been agreed in writing, WEIDMANN's prices are understood to be in Swiss francs and FCA Origin premises Rapperswil (INCOTERMS 2020).

### **6 Terms of payment**

Without a written agreement to the contrary, the payment deadline is 30 days net from the date of the invoice. Offsetting of any counterclaims of the CUSTOMER with accounts receivable of WEIDMANN is ruled out of this contract.

### **7 Arrears of the CUSTOMER**

If the CUSTOMER is in arrears with the payment of the purchase price or a purchase price instalment from a contract, the CUSTOMER will be invoiced for all the consequential charges as well as interest on arrears of 8% as of the due date of the invoice. The CUSTOMER must not withhold payments owing to complaints. In addition, WEIDMANN has the right to retain deliveries from other contracts, which have already been concluded or to withdraw from these contracts.

### **8 Transfer of risk**

The benefits and risk are transferred to the CUSTOMER in accordance with the selected INCOTERMS, unless there is an agreement to the contrary in accordance with FCA Origin (INCOTERMS 2020, Section A5).

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## 9 Retention of ownership

Until full payment has been made, the goods remain the property of WEIDMANN. It is entitled to arrange for retention of title for the goods delivered to the CUSTOMER to be entered if applicable in the corresponding register, without any further involvement of the CUSTOMER.

## 10 Warranty

### 10.1 Requirement to give notice of defects

The CUSTOMER must check the delivery within 10 days of receipt and notify WEIDMANN in writing immediately of any defects discovered, indicating precisely the circumstances and type of defects being notified.

### 10.2 Scope of the warranty

WEIDMANN assumes the risk that its products are free of material, design and manufacturing faults. This warranty includes repair or replacement delivery for defective products as selected by WEIDMANN, excluding further statutory options. In the event of a warranty for guaranteed characteristics, the CUSTOMER is entitled to an appropriate reduction in the purchase price or withdrawal from the contract if the defect is so serious that it cannot be corrected within an appropriate period. WEIDMANN is liable for guaranteed characteristics which are expressly described as such in the written order confirmation. WEIDMANN assumes no warranty if the CUSTOMER has undertaken inappropriate changes or repairs to the products delivered, disregards the instructions for use of WEIDMANN or insofar as the damage was caused during transport. **Any further warranty including liability for auxiliary persons is excluded. The regulation in accordance with Art. 199 of the Swiss Code of Obligations remains reserved.**

### 10.3 Duration

The warranty is for 24 months calculated as of the day of delivery FCA Origin, subject to a shorter period that has been agreed separately. For further details regarding the expiry date of our products please refer to our "Shelf Life Recommendation" ([www.weidmann-electrical.com/shelflife](http://www.weidmann-electrical.com/shelflife)). WEIDMANN is not responsible for damage resulting from either faulty usage, storage or alteration of the goods by the CUSTOMER or third parties.

## 11 Terms and conditions of the CUSTOMER

WEIDMANN recognizes no other terms and conditions than its own. The CUSTOMER expressly waives asserting his own terms and conditions.

## 12 Privacy Policy and Data Processing

When entering into a business relationship, the CUSTOMER provides WEIDMANN with the following personal data:

- Title, name, surname of the CUSTOMER's representatives/data subject having contact with WEIDMANN
- Email addresses of the representatives/data subjects
- Address
- Telephone number of the representatives/data subjects
- Additional info needed for maintaining a business relationship

WEIDMANN collects the personal data:

- to identify the CUSTOMER
- to fulfill on the CUSTOMER's orders
- to correspond with the CUSTOMER
- for invoicing
- for possible warranty handling as well as for the enforcement of potential claims against the CUSTOMER

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Data processing is conducted based on the wish of the CUSTOMER to fulfill its order and satisfy the contractual obligations. Therefore, data processing is reasonable and justifiable according to Art. 6 Abs. 1 lit. b GDPR . For technical reasons, it can be required that data is saved on servers of other companies associated with WEIDMANN or WEIDMANN's contractors (who are appointed as per specification of art. 28 GDPR).

The personal data of the CUSTOMER's representative is being saved as long as the business relationship is in place and at least ten years beyond.

According to GDPR the CUSTOMER can rely on the following rights:

- right of access to the data by the data subject, see art. 15 GDPR
- right to rectification of the data, see art. 16 GDPR
- right to erasure the data, see art. 17 GDPR
- right to restriction of processing the data, see art. 18 GDPR
- right to data portability, see art. 20 GDPR
- right to lodge a complaint with a supervisory authority, see art. 77 GDPR

The CUSTOMER's representative/data subject shall have the right to object (according to Art. 21 GDPR) at any time to processing of its personal data, based on grounds relating to his or her particular situation and/or on basis of a legitimate interest, according to art. 6 Abs. 1 lit. f GDPR. This right to object can be exercised by sending an email to [data-protection@weidmann-group.com](mailto:data-protection@weidmann-group.com).

In return, the CUSTOMER is obliged to comply with the GDPR of the EU as well as other locally applicable laws, regulations and provisions. In case of violation of those laws and regulations, the CUSTOMER agrees to hold WEIDMANN harmless from any damage occurred.

## **12 Amendment**

Amendments and deviations from these contractual conditions, cancellation of and withdrawal from contracts as well as amendments to the latter require the express written consent of WEIDMANN for their legal validity.

## **13 Law to be applied and place of jurisdiction**

This contract is subject to Swiss law, with regard to international relationships including the Vienna convention on contracts for the international sale of goods. The place of performance for payments as well as the place of jurisdiction is Rapperswil/SG, Switzerland for both parties. However, WEIDMANN is also entitled to prosecute the CUSTOMER at the latter's registered office.

Rapperswil, December 11, 2020