



# General Terms of Sale and Supply

## 1. General stipulations

- 1.1 Orders are subject exclusively to the conditions set out below. By placing an order, the Contracting Party expressly recognises these terms.
- 1.2 Different or additional terms and in particular the Contracting Party's purchasing terms shall only apply if they have been accepted in writing by M. Tanner AG.

## 2. Quotations and conclusion of contract

- 2.1 Quotations given by M. Tanner AG are always provided without obligation unless otherwise agreed in writing. With regard to the acceptance of the order, the specifications of the Goods to be supplied and the time of delivery our written confirmation of order acceptance is exclusively definitive.
- 2.2 The Contracting Party shall be sent a confirmation of order acceptance. Objections to it must be raised immediately in writing as otherwise the Contract shall come into being in accordance with the order acceptance confirmation.
- 2.3 The Contracting Party must make M. Tanner AG aware on placing the order at the latest of any requirements or standards that relate to the performance of the Work or operation [of equipment] as well as health and safety, accident prevention, fire safety or any other definitive regulations.

## 3. Prices

- 3.1 Price lists and the like are without obligation or commitment on the part of M. Tanner AG. They are subject to alteration at any time even without prior notification. The prices are stated exclusive of value added tax.
- 3.2 The packing, freight and shipping costs shall be at the expense of the Contracting Party. That applies equally to any export, transit, import or other licences or certificates, taxes, duties, fees, customs or similar ancillary costs.
- 3.3 Should a significant change in fiscal duties, customs charges, raw material prices or currency fluctuations occur between confirmation of order acceptance and delivery, we reserve the right to adjust prices accordingly.

## 4. Delivery and delivery deadlines

- 4.1 If the Goods are despatched on behalf of M. Tanner AG by a freight forwarder or Third Party or if the Contracting Party collects the Goods from the factory, benefit and risk passes to the Contracting Party on the consignment leaving the factory.
- 4.2 M. Tanner AG has free choice in respect of the shipping method. Those types of packing and shipping methods that M. Tanner AG judges to be suitable for the purpose shall be used.
- 4.3 If a delivery or work completion deadline cannot be met M. Tanner AG shall be entitled to set a new deadline by written notification. Compensation claims by the Contracting Party shall be excluded unless they are based on deliberately intentional or grossly negligent dereliction of duty by M. Tanner AG.
- 4.4 M. Tanner AG is not responsible for delays in the delivery of Goods or the completion of work due to acts of God or other events that substantially impede delivery/completion or make it impossible – that includes in particular industrial disputes, civil unrest, government action, missing deliveries from Subcontractors, transport problems, etc. In such cases, M. Tanner AG shall be obliged to notify the Contracting Party without delay of the problem affecting delivery/completion and its expected duration. The times and deadlines shall be extended in such cases by the duration of the problem with the addition of an appropriate start-up period. Such unforeseeable events shall also entitle M. Tanner AG to withdraw partially or completely from the Contract. Compensation claims by the Contracting Party shall be excluded unless they are based on deliberately intentional or grossly negligent dereliction of duty by M. Tanner AG.
- 4.5 If the acceptance of a delivery is refused or the delivery date postponed despite the fact that the Goods are ready for despatch, all costs arising as a result shall be payable by the Contracting Party.

## 5. Payment terms

- 5.1 Payment terms are 30 days net from invoice date. M. Tanner AG reserves the right to demand advance payments under any circumstances.
- 5.2 It is not permissible to reduce or withhold payments due to complaints, credit notes not yet issued or counter-demands not recognised by M. Tanner AG.

- 5.3 Payments must also be made in cases where insignificant parts are missing but the use of the Goods is not prevented or where rectification work is also required on the Goods.
- 5.4 M. Tanner AG reserves the right to charge a normal bank rate of interest on late payments.

## 6. Guarantee

- 6.1 The Goods are to be inspected on receipt. Additional costs arising from the omission of such checks shall not be paid by M. Tanner AG in the event of guarantee claims.
- 6.2 M. Tanner AG shall be liable neither for material defects arising from inappropriate or incorrect use, incorrect installation, assembly or commissioning by the Contracting Party or Third Parties, normal wear and tear, incorrect or negligent handling nor for the consequences of incorrect and unauthorised modifications or repair work by the Contracting Party or Third Parties.
- 6.3 The Contracting Party must report obvious defects immediately after receipt of the Goods at the delivery address and concealed defects immediately on discovery of the fault.
- 6.4 In the case of justified complaints that are reported in time, M. Tanner AG shall at its own choice either repair the deficient Goods or supply perfect replacements. If rectification of the defect is only achievable at disproportionately high cost, an appropriate lower value may be replaced instead.
- 6.5 The Contracting Party shall not be entitled to rectify any defects itself without prior arrangement with and firm instruction by M. Tanner AG. Demands that may arise as a result are rejected in their entirety by M. Tanner AG.

## 7. Limitation of liability

- 7.1 Liability for loss or damage of any kind whatsoever not arising from the Goods supplied shall be excluded on principle unless it is based on deliberately intentional or grossly negligent dereliction of duty by M. Tanner AG.
- 7.2 In the case of Third Party products, further claims especially due to product faults for which the manufacturer is responsible are expressly excluded. M. Tanner AG hereby assigns to the Contracting Party all claims that can be brought against a manufacturer and/or Subcontractor.
- 7.3 Where liability on the part of M. Tanner AG is excluded the same shall also apply to its employees and agents.

## 8. Retention of ownership

- 8.1 The Goods supplied shall remain the property of M. Tanner AG until payment in full has been made. The Contracting Party is obliged to cooperate in measures required to protect that property.
- 8.2 All documents such as quotations, plans, drawings or calculations that M. Tanner AG produces for the Contracting Party remain the property of M. Tanner AG. The Contracting Party undertakes only to use them for working with M. Tanner AG and not to make use of them for its own purposes or to pass them on to unauthorised Third Parties.

## 9. Concluding provisions

- 9.1 Unless otherwise agreed the negotiation and contracting language shall be German. In the event of differences between a foreign-language version and the German version of these General Terms of Sale and Supply the German version shall be definitive.
- 9.2 The Contracting Party agrees that M. Tanner AG may process and use the Contracting Party's personal data obtained in the course of or in connection with the business relationship to the extent allowed under the applicable data protection legislation.
- 9.3 In the event that any provision of these terms of business or any provision within the framework of any other contractual agreement proves to be inapplicable, it shall not affect the applicability of the rest of the terms/agreement. In such cases, the Contracting Parties shall be obliged to replace the inapplicable provision with one that most closely approximates to it in terms of economic effect.
- 9.4 The legal relationship between M. Tanner AG and the Contracting Party is subject to Swiss law to the exclusion of international contractual standards such as the UN Convention.
- 9.5 The Court of Jurisdiction is that in Winterthur, Zürich. M. Tanner AG is free to choose a different Court of Jurisdiction.

M. Tanner AG, April 2022