

1. General information

All sales, deliveries and projects carried out by RAHN AG (hereinafter referred to as RAHN) are subject to the following General Terms and Conditions (GTC). Acceptance and storage of the products delivered by RAHN or its suppliers by the buyer are considered as acceptance of these GTC. The general terms and conditions of the buyer are not applicable. These GTC take precedence over older general terms and conditions and contracts between the parties.

2. Offers and contract conclusion

Contracts for individual products and deliveries are considered to be legally valid as soon as RAHN has sent the corresponding order confirmation to the buyer, but at the latest at the time when RAHN fulfils an order of the buyer in accordance with the order. We reserve our property rights, copyrights and other industrial property rights to all illustrations, calculations, technical descriptions and other documents. The buyer may only pass on these documents to third parties with our written consent, irrespective of whether we have marked them as confidential or legally protected.

3. Scope of delivery

The order confirmation is decisive for the scope and execution of a product, delivery or service. Material or services not listed therein may be additionally invoiced to the buyer.

4. Technical documentation

- 4.1 Details and other technical data, which are given in the catalogs or advertising documents in any form whatsoever, are of a purely informative and informal nature and are not binding on RAHN. RAHN is not liable for faulty product details.
- 4.2 Technical documents such as drawings, descriptions, illustrations and the like are only binding if they are declared to be part of the contract in the order confirmation. RAHN expressly reserves the right to make any changes which appear necessary at any time.

5. Regulations in the country of destination

- 5.1 The deliveries of RAHN are, if applicable, made in CE conformal execution. If, in the execution of the delivery or during operation, deviating or additional legal, official or other regulations and standards in the country of destination have to be observed, the buyer must draw RAHN's attention to this fact at the latest with the order. The buyer is liable to RAHN for all damages which have been caused to RAHN by the failure of the buyer to inform about such regulations and standards. The buyer undertakes to indemnify RAHN in this respect in full (including any fines, conditions imposed by the authorities and legal costs).
- 5.2 At the same time, the buyer must draw RAHN's attention to regulations and standards concerning illness and accident prevention at the place of the intended use of the delivery item. If the buyer fails to give such advice, he cannot assert any warranty claims or claims for damages against RAHN and is liable to RAHN for all damages which RAHN suffers from such failure of the buyer and undertakes to indemnify RAHN in full in this respect (including legal costs).

6. Prices

The price stated in the order confirmation shall apply. Unless otherwise agreed, the buyer's customary national currency shall apply. All additional costs such as value added tax, permits, certifications, etc. shall be borne by the buyer.

7. Terms of payment

The terms and conditions of payment as per order confirmation apply. If no terms of payment have been agreed, payments are to be made by the buyer, within 30 days of receipt of the delivery, net, at the RAHN domicile. All possible fees shall be borne by the buyer. In the event of late payment, interest on arrears is payable at a rate of 5% p.a. above the respective discount rate of the Swiss National Bank.

8. Retention of title

RAHN remains the owner of all deliveries until it has received the payments in full in accordance with the contract. RAHN is entitled to make corresponding entries in the register of reservation of title.

9. Delivery time and delay in delivery

- 9.1 The delivery periods communicated by RAHN are not binding. RAHN notifies the stated periods in good faith, but without guarantee. The buyer agrees that there may be delays in delivery for reasons for which RAHN is not responsible, in particular due to a problem in the procurement of goods from the supplier, transport problems or force majeure (such as natural disasters, strikes, official requirements, epidemics, pandemics). Should a delay in delivery last longer than 60 days, RAHN is entitled to withdraw from the contract. RAHN excludes any claims of the buyer in connection with delays in delivery or with a withdrawal from the contract by RAHN.
- 9.2 The buyer must take all precautions to ensure that the delivery is received on time and is liable to RAHN in the event of failure to do so for all costs (such as storage costs, transport costs) incurred by RAHN as a result.

10. Incoterms

Unless otherwise agreed, the Incoterms in the latest official version shall apply. The date of RAHN's order confirmation is deemed to be the effective date. If no Incoterms have been agreed, all prices of RAHN are net, ex works.

11. Notification of defects

- 11.1 In accordance with the legal regulations, the buyer is obliged, upon delivery or acceptance of the goods, to check immediately whether the products delivered by RAHN comply with the contract. The buyer must notify RAHN immediately - but at the latest 10 days after delivery - of any damage, defects and complaints possibly discovered in this connection. If he fails to notify RAHN within this period, the deliveries and services are deemed to be approved. Hidden defects must be notified to RAHN in writing immediately after their discovery, at the latest

before the end of the expiry of the guarantee period according to article 12 of the GTC. The buyer is also obliged to carry out a suitable quality control before using the products. If the buyer uses the products without carrying out such a quality control, he will bear all the damage which he suffers from the use of the products himself and will not be entitled to any claims whatsoever against RAHN.

11.2 If the delivery proves not to be in conformity with the contract upon examination or acceptance, RAHN must remedy the defects in accordance with the following provision and the buyer must give RAHN the opportunity to do so. After the rectification of the defects, an acceptance test will take place at the request of the buyer or RAHN.

12. Warranty and liability for defects

12.1 In the absence of any agreement to the contrary, the warranty for RAHN deliveries is 3 months from the date of delivery.

12.2 The warranty is limited to replacement or repair, at RAHN's discretion. No warranty is given for damage and wear and tear that is attributable to normal wear and tear. Any warranty is excluded in case of modification or repair work carried out without the written consent of RAHN as well as in case of violation of the present GTC. The buyer can only assert its warranty against presentation of the original invoice and the original delivery bill.

12.3 The warranty does not cover damage caused by accident, incorrect use or configuration not in conformity with the buyer's instructions.

12.4 The liability of RAHN is limited to the quality and condition of the products according to standard specifications. RAHN does not guarantee the suitability of the products for the purpose intended by the buyer, but this is the sole responsibility of the buyer. Instructions for use, recommendations as well as suggestions of our application-technical advisory service are given to the best of our knowledge based on practical experience, but RAHN does not assume any warranty or liability for them. Instructions for use, recommendations as well as suggestions of the technical application service are non-binding and do not release the buyer from his own tests and inspections.

13. Exclusion of further liabilities of RAHN

All cases of breach of contract and their legal consequences as well as all claims of the buyer, no matter on which legal ground they are based, are conclusively regulated in these GTC. In particular, all claims for damages, reduction, cancellation of the contract or withdrawal from the contract that are not expressly mentioned are excluded. Under no circumstances shall the buyer be entitled to claim compensation for damages not incurred on the delivery item itself, such as damages due to loss of production, loss of use, loss of orders, loss of profit and other direct or indirect damages. In addition, to the extent permitted by law, our obligation to pay damages, for whatever legal reason, is limited to the invoice value of the quantity of goods directly involved in the event causing the damage. This exclusion of liability does not apply to unlawful intent or gross negligence on the part of RAHN, but it does apply to unlawful intent or gross negligence on the part of auxiliary persons.

14. Indemnification for third party claims for damages

14.1 If RAHN is held liable by a third party for damages in connection with actions of the buyer, the buyer must indemnify, defend and hold RAHN harmless. If a third party asserts a claim for damages against one of the parties within the scope of the goods delivered by RAHN, this party must inform the other party immediately and in writing.

14.2 The parties are obliged to engage in legal or arbitration proceedings initiated by third parties to enforce claims for damages to the extent that this is necessary to defend against such claims. The parties are obliged to provide mutual assistance in such cases. The costs shall be borne by the party which has given rise to the initiation of the relevant court or arbitration proceedings.

15. Prohibition of offsetting

The buyer is not entitled to offset any claims against RAHN against claims for remuneration of RAHN.

16. Amendment and interpretation

All changes to these GTC must be made in writing. These GTC are drawn up in English, French and German. The German version shall be decisive for the interpretation of the GTC.

17. Severability clause

Should any provision of these GTC prove to be wholly or partially invalid, the remainder of the GTC and the contract shall remain unaffected and the parties shall replace the invalid provision by a valid provision which comes as close as possible to the intended economic purpose of the invalid provision. The same applies in case of loopholes in the regulations.

18. Confidentiality and data protection

The parties undertake to treat confidentially the information of the other party exchanged in connection with the conclusion of the contract, as far as it is not already publicly known or obviously not confidential information. The parties undertake to comply with the provisions of data protection law when processing personal data of the other party.

19. Applicable law and place of jurisdiction

19.1 The contract is subject to Swiss substantive law, excluding the provisions of Swiss private international law and the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980.

19.2 All disputes and proceedings arising out of or in connection with the Contract shall be judged by the Commercial Court at the Seller's registered office.