

Kubo Tech AG

General Terms and Conditions of Business

(Edition of 1st December 2020)

1. Making Offers

All our offers either written, verbal or by telephone are deemed to be provisional. We make every effort to abide by offered prices, quantities, qualities, and delivery dates.

2. Accepting Orders

Orders are only valid if confirmed in writing or invoiced by us. Any verbal or telephone agreements are only made in as far as we make express use of this right.

We are not obliged to stock the ordered goods immediately or to keep them ready in Switzerland before the delivery date.

3. Prices

Prices are based on the confirmed or invoiced services ex works. The prices do not apply to quantities above or below the agreed amounts or to follow-up orders.

Value added tax (VAT), freight, postage, and packaging (will not be taken back) are not included in the prices and are charged separately. All prices are based on wages, costs, charges, and exchange rates known to apply on the day of confirmation. Should these rise in the period prior to delivery, we reserve the right to amend our prices accordingly.

We also reserve the right to set a minimum invoicing amount, charge a minimum amount per position and cancel discounts for small invoices.

4. Quantity Tolerance

We reserve the right to supply quantities that, for technical reasons, are above or below the agreed figures.

5. Delivery Dates

All details on expected delivery dates are not binding. They are made to the best of our knowledge based on meeting the deadlines for normal supplies and under orderly conditions. Claims for damages due to delivery delay are excluded. Should the purchaser withdraw from the contract because of delivery delay, we are entitled to invoice the costs incurred.

If, in case of blanket orders, the partial orders are not being called off within the agreed terms, we are entitled to invoice the partial shipment and to demand their purchasing within 30 days. After expiration of this deadline the goods are stocked at our premises for account and risk of the purchaser.

6. Force Majeure

Force majeure shall include all events and circumstances beyond our control that affect the contract's fulfilment.

We are entitled to cancel orders either in full or in part, without compensation, should the fulfilment of the contract be rendered impossible through force majeure either on our part, on the part of our suppliers or while in transit.

7. Benefit and Risk

Benefit and risk shall be transferred to the purchaser upon despatch, i.e. as soon as the goods leave our premises.

It is the purchaser's responsibility to insure the goods against damage and loss during transportation. Any complaints should be asserted with the relevant transport company prior to acceptance of the goods.

8. Payment Terms

Our invoices are payable without any deductions. Our payment terms are 30 days from the date of invoice.

If payments fall into arrears, we shall be entitled to charge interest on arrears (standard current account rate plus 1 %) plus expenses.

9. Tools and Forms

Tools and forms remain our property, even if proportionate costs are charged.

All further terms regarding tools and production facilities are set out in our Terms Concerning Costs for Tools, Manufacturing devices and Testing Equipment (BWK) in their currently valid edition.

10. Trademarks

Trademarks, drawings, and projects remain our property. Their use, reproduction, or communication to third parties is not allowed without our express permission.

11. Guarantee and Liability

All technical data is given without obligation and is subject to change and improvement without obligation of notice.

Should there be any demonstrable production or material defects in the goods supplied, we undertake at our own choice to provide replacement goods or carry out repairs, provided we are advised of the defect in writing within the legal or contractually stipulated period. In the event of inappropriate storage or handling, excessive use, or unsuitable application, we decline any guarantee or any other liability. The assertion of wider-ranging claims against us, relating in particular to change, reduction or compensation for direct or indirect damages, is excluded.

Our liability will in no case exceed the entire amount of the purchase price of the relevant order.

The approval of the samples by the purchaser precludes a subsequent complaint, provided that the delivered parts conform to the approved samples. For parts delivered as per purchaser's designs or drawings, our liability is limited to the fact that the delivered parts are executed according to those documents. No liability is assumed for the suitability of uses expected by the purchaser or any other use.

12. Complaints

Complaints should be made in writing immediately upon receipt of the goods, but within 8 days at the latest. If no complaint is received within this period, then the delivery is deemed to be approved and accepted.

13. Changes and Amendments

Changes and amendments to the General Terms and Conditions of Business must be confirmed by us in writing, in order to be valid.

14. Scope

Our General Terms and Conditions of Business in their currently valid version are applicable for this and any subsequent transactions (including those agreed verbally); they remain subject to alteration or revocation.

15. Place of Fulfilment, Jurisdiction and Law

Place of fulfilment and jurisdiction for all arising from the legal relationship between the purchaser and us is our legal domicile. Governing law shall be Swiss law under the exclusion of (i) international agreements, including the United Nations Convention on Contracts for the International Sale of Goods, CISG, dated 11th April 1980 (CISG), and under the exclusion (ii) of conflict-related standards.

In case of any inconsistencies the German version of this text shall prevail.