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General Terms and Conditions of Sale, Delivery and Payment

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1. General

These General Terms and Conditions of Sale, Delivery and Payment (hereinafter the "GTC") apply to all deliveries, services and offers of Winterthur Technology (Austria) GmbH, Branch Office Suberg, Switzerland (hereinafter the "Supplier") relating to grinding wheels, tools and related services (hereinafter the "Products").

Any terms and conditions of the Buyer shall not apply unless expressly accepted in writing by the Supplier. Silence or partial performance of the contract shall not constitute acceptance of such terms and conditions.

These GTC apply exclusively; any deviations must be agreed in writing.

The Supplier maintains a certified quality management system in accordance with ISO 9001 and ISO 14001.

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2. Quotations, Offers and Orders

All quotations and offers are non-binding and, unless expressly stated otherwise, valid for ninety (90) days.

A contract shall only be concluded upon the Supplier's written order confirmation.

Orders must fully specify all agreed deliveries and services. Additional services shall be invoiced separately.

Technical documents (drawings, plans, specifications, etc.) shall remain the intellectual property of the Supplier and may not be disclosed to third parties without prior written consent.

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3. Delivery

Unless expressly agreed otherwise in writing, delivery shall be made DDP to the agreed place of destination in accordance with INCOTERMS® 2020.

The Buyer shall notify the Supplier in good time of the complete delivery address, any different unloading point, the receiving hours and any other information required for proper delivery. The Buyer shall ensure that the delivery can be accepted during the agreed or customary business hours.

Unloading at the agreed place of destination shall be the responsibility of the Buyer and shall be carried out at the Buyer's expense and risk, unless expressly agreed otherwise.

The Supplier shall be entitled to make reasonable partial deliveries. For customised products, production-related over- or under-deliveries of up to 10% of the quantity ordered are permitted. The quantity actually delivered shall be invoiced.

The risk of loss of or damage to the goods shall pass to the Buyer in accordance with the agreed Incoterm.

Delivery periods shall be extended reasonably to the extent that compliance with them is prevented or substantially impeded by circumstances which are beyond the Supplier's reasonable control and whose effects cannot be avoided or overcome despite exercising the care reasonably required in the circumstances.

Such events include, in particular, natural disasters, war, terrorism, official measures, import or export restrictions, industrial action, significant energy or transport disruptions and significant supply chain disruptions, provided that these are beyond the Supplier's reasonable control. The Supplier shall inform the Buyer of any such event and its expected effects within a reasonable period. The affected obligations shall be suspended only for the duration and to the extent of the actual impediment.

If such an event lasts longer than three months, either party may terminate the affected individual contract or the affected part of an order with effect for the future. Claims for services already properly performed shall remain unaffected.

The goods may be shipped directly from a plant or warehouse of the Supplier or of a company affiliated with it, in particular in Austria or Germany. Upon delivery, the Buyer shall confirm receipt on the delivery note or consignment note, stating the date and name, and, upon request, shall confirm receipt of the goods in writing within five working days. The Supplier may use these confirmations in particular as evidence vis-à-vis customs and tax authorities.

Externally visible transport damage, quantity shortfalls or incorrect deliveries shall, where possible, be recorded on the delivery note or consignment note upon delivery and notified to the Supplier in writing without delay. The provisions on inspection of the goods and notification of defects pursuant to Section 6 shall remain unaffected.

The Buyer shall inform the Supplier without delay of any changes to its company name, registered office, delivery address or UID number, insofar as these are relevant to the performance of the contract.

If delivery cannot be made properly for a reason for which the Buyer is responsible, or if the Buyer fails to accept goods offered in accordance with the contract, the risk shall pass to the Buyer at the time at which delivery could have been made had the Buyer cooperated properly. The Buyer shall bear the reasonable additional costs incurred as a result, in particular for waiting time, return transport, storage and redelivery, as well as any additional customs duties, taxes and other charges.

The Supplier reserves the right to assert further statutory or contractual claims.

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4. Prices and Terms of Payment

All prices are stated in CHF, plus the statutory Swiss VAT, taking into account the agreed Incoterm.

Unless otherwise agreed, payments shall be made within ten (10) days with a 2% cash discount or within thirty (30) days net from the invoice date.

In the event of late payment, the Supplier shall be entitled to claim default interest at the statutory rate in accordance with applicable Swiss law (Art. 105 CO).

The Supplier reserves the right to:

- declare all outstanding amounts immediately due,
- suspend deliveries,
- demand advance payments.

Set-off or retention by the Buyer shall only be permitted if the counterclaim is undisputed or has been established by a final and binding judgment.

The Buyer shall reimburse reasonable reminder and collection costs.

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5. Retention of Title

The Products delivered shall remain the property of the Supplier until full payment of all outstanding claims.

The Buyer undertakes:

- to store the Products with due care,
- to insure them to an appropriate extent,
- neither to pledge them nor to assign them by way of security.

In the event of resale, the Buyer hereby assigns to the Supplier, by way of security, all claims against third parties arising therefrom. The Supplier may demand disclosure of the assigned claims.

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6. Warranty (Defects)

The warranty period is twelve (12) months from delivery.

The Buyer shall inspect the Products immediately upon receipt and notify any defects in writing without delay.

In the case of justified defects, the Supplier shall, at its own discretion:

- repair the Products, or
- replace them, or
- issue a credit note.

No warranty claims shall exist in the case of:

- normal wear and tear,
- improper use or storage,
- failure to observe the operating instructions,
- excessive or improper loading.

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7. Liability

The Supplier shall be liable for damage exclusively in accordance with the statutory provisions.

In the case of slight negligence, liability shall be limited to foreseeable, typical damage arising from the breach of material contractual obligations.

Any further liability, in particular for indirect or consequential damage (e.g. loss of profit), is excluded to the extent permitted by law.

This limitation shall not apply to damage caused by gross negligence or wilful intent, or to personal injury.

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8. Product Liability

Mandatory statutory provisions on product liability shall remain unaffected.

Limitations of liability under these GTC shall not apply to the extent that liability is mandatory under applicable product liability law.

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9. Compliance and Use of the Products

The Buyer shall ensure that:

- the Products are used in compliance with all applicable safety standards,
- the applicable technical and safety-related instructions (e.g. FEPA recommendations) are observed.

The Supplier shall not be liable for damage resulting from improper use.

The Buyer shall comply with all applicable export control and sanctions regulations and shall not export or re-export Products in violation of applicable laws.

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10. Confidentiality

All commercial and technical information disclosed by the Supplier shall be treated as confidential and may not be disclosed to third parties without prior written consent.

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11. Miscellaneous

The Supplier shall be entitled to engage subcontractors.

Should any provision of these GTC be or become invalid, the validity of the remaining provisions shall remain unaffected.

Any amendments or supplements must be made in writing.

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12. Applicable Law and Jurisdiction

These GTC and all legal relationships between the Supplier and the Buyer shall be governed exclusively by Swiss law, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).