



## General Terms and Conditions of Business

### 1. Scope of application

- 1.1 These General Terms and Conditions of Business ("GTC") are applicable to all contracts between Rapid Technic AG (the "Supplier") and the respective other party (the "Contract Partner"), unless the Parties have made deviating agreements. Deviating agreements between the Parties shall take priority over these GTC.
- 1.2 Any GTC of the Contract Partner shall not be applicable.

### 2. Sales documents

- 2.1 All technical information in sales documentation must be understood as approximate.
- 2.2 The right is reserved to make non-material, reasonable alterations to the item delivered compared to the item described in the contract.

### 3. Prices and delivery

- 3.1 Prices for deliveries in the home market (Switzerland) are to be understood as net, **ex-works Killwangen (AG)**, in Swiss francs and **subject to value added taxes**.
- 3.2 The prices for deliveries to Contract Partners abroad are to be understood as net, **in euros and ex-works (FCA) Industriestrasse 7, 8956 Killwangen (AG), Switzerland (Incoterms 2020)**.
- 3.3 The right is reserved to make price adjustments compared to any catalogue prices published and pricelists.
- 3.4 If the delivery or service is to take place four months after conclusion of the contract or later, we reserve the right to renegotiate the price if costs, wages, etc. change. If other deadlines have already been agreed in writing in our offer, the conditions of this offer shall apply.

### 4. Terms and conditions of payment

- 4.1 Supplier invoices must be settled within 30 days from the date of the invoice.
- 4.2 In the event of failure to comply with the payment deadline, the Contract Partner shall be in default without the need for a reminder. The default interest is 9%.
- 4.3 The Supplier can charge dunning fees of CHF 20.00 per reminder.

### 5. Retention of title

- 5.1 The Supplier shall retain title to the item delivered up until full payment of the price (including any default interest and costs owed). The Supplier is entitled to arrange a corresponding entry in the Title Retention Register.
- 5.2 Pledging, transfer by way of security, processing or alteration of the delivered item prior to transfer of ownership is not permitted without the express consent of the Supplier.

### 6. Delivery dates

- 6.1 Delivery dates and delivery periods of the Supplier are non-binding, unless they have been expressly agreed in writing as binding.
- 6.2 The Supplier shall not be in default until following a written reminder as well as unsuccessful passing of a period of grace of at least 30 days, set in writing.
- 6.3 The Supplier is entitled to make partial deliveries.

### 7. Checking and acceptance of deliveries

- 7.1 With contracts of purchase for machines and accessories, handover shall be in accordance with the requirements of a written handover report. The Parties are obliged to carry out the checking and handover steps envisaged therein, to note any defects and to confirm this through signature of the handover report.
- 7.2 Number 7.1 shall not apply if the Supplier is Rapid Technic AG and the Contract Partner is a "Rapid Dealer" recognised by Rapid Technic AG. In this case, the Rapid Dealer is however obliged to process the handover in accordance with Number 7.1 in the event of onward sale.
- 7.3 If no handover report is used (in particular with contracts for work and services and as per Number 7.2), the Contract Partner shall be obliged to check the item delivered immediately, and to report any defects to the Supplier in writing within 7 days.
- 7.4 Any defects occurring or detected later must be reported to the Supplier in writing within 30 days of detection.

### 8. Warranty for material defects

- 8.1 The Supplier warrants the error-free function of the items delivered during the warranty period.
- 8.2 The warranty for material defects shall end one year after handover of the item. In the case of second-hand machines (used machines) and devices, the warranty for material defects shall also end after one year.
- 8.3 If the Supplier is Rapid Technic AG and the Contract Partner is a "Rapid Dealer" recognised by Rapid Technic AG, the warranty shall be extended by the period between handover of the item to the Rapid Dealer and its onward sale to an end customer, at the most however by six months. Number 8.2 shall apply unaltered to second-hand machines (used machines) and devices.
- 8.4 Warranty shall be provided for replacement parts, installed within the context of repairs, up until expiry of the warranty as per Number 8.2 or 8.3, at least however for six months.
- 8.5 The warranty shall expire or is excluded
  - a) for wearing parts (e.g. tyres, clutches, brake linings etc.), operating materials (e.g. anti-frost protection, lubricants and cooling agents, hydraulic oil etc.) and lightbulbs as well as glass breakage

- b) for rust and paintwork damage caused by external influences or insufficient care
- c) if the Supplier's or manufacturer's regulations on intended use, operation and maintenance of the item are not complied with, and the prescribed compulsory checks and inspections are not carried out by an authorised specialist workshop
- d) if changes are made to the item sold without the prior consent of the Supplier, as well as for all third-party superstructures or fittings outside the scope of equipment of the supply plant
- e) for defects not reported to the Supplier within the prescribed period (see Number 7.4)
- f) for damage resulting from incorrect storage or careless transport of the item or of parts thereof
- g) for damage not incurred to the item delivered itself (in particular loss of production, loss of use, loss of orders, loss of profits as well as other direct and indirect damage). Compulsory liability based on claims under the product liability act (PrHG) is reserved.

- 8.6 The Contract Partner's right to choose cancellation of contract, reduction in the selling price or replacement delivery is hereby excluded and replaced by a right of repair for the Supplier. The Supplier shall decide on the nature and form of any repair (repair or replacement). Replaced parts are the property of the Supplier.
- 8.7 The item must be handed over at the Supplier's workshop in a cleaned condition for the performance of the warranty work.
- 8.8 Contributions towards transport costs as well as recovery or transfer costs for the item, travel and accommodation expenses of service fitters of the Supplier or manufacturer as well as costs of hired machines shall not be reimbursed.

### 9. Voluntary acceptance of returned goods

The Supplier is generally not obliged to take back goods delivered correctly. By way of exception, new accessories and spare parts in perfect condition will be taken back during the six months following the date of invoice. A prerequisite for a credit note is the provision of full information on the shipment by the Customer (copy of the invoice or delivery note). A credit note for a maximum of 80% of the selling price will be issued for goods returned in the original packaging. The net value of the returned goods must be at least CHF 100.00 or EUR 85.00 per shipment.

### 10. Passing of risk

- 10.1 Benefit and risk shall pass to the Contract Partner upon handover of the item delivered (see Number 3.1 and 3.2).
- 10.2 Benefit and risk related to exchanged items shall pass upon handover of the exchanged item to the Supplier.

### 11. Data protection

- 11.1 The Supplier's webshop offers the possibility for contract partners to generate an offer directly for the End Customer. In this case, the end customer's data, such as name and address, must be entered and will be stored by the Supplier.
- 11.2 The Contractual Partner shall be deemed responsible for the respective data of the End Customer and shall conclude an order data processing agreement with the Supplier for this purpose when logging into the online store for the first time by giving the corresponding consent. This agreement regulates how the Supplier processes the data provided by the End Customer.
- 11.3 The Contractual Partner shall ensure that it complies with the provisions of data protection law vis-à-vis the End Customer and, in particular, that the End Customer consents (implicitly or explicitly) to the transfer of the data to the Supplier.

### 12. Severability

Should individual provisions of the present contract (including these GTC) be or become ineffective, the other provisions shall remain unaffected.

### 13. Choice of law and place of jurisdiction

- 13.1 The present contract shall be governed by **Swiss Law**, subject to exclusion of the United Nations Convention on Contracts for the International Sale of Goods (Vienna Sales Convention, CISG).
- 13.2 **Exclusive place of jurisdiction is Killwangen**, Canton Aargau, Switzerland.