

General Terms and Conditions (AGB)

1. Preamble

Welcome to Gudo AG, your respected partner in production and trade. We are delighted to welcome you as a valued customer.

The following General Terms and Conditions (GTCs) govern the contractual relationship between you and Gudo AG, a company registered in Switzerland that specializes in the manufacture and distribution of high-quality products. Our outstanding strength lies in customized solutions for our customers. Our field of activity extends not only beyond the borders of Switzerland, but also to international markets.

Our terms and conditions are designed to define your rights and obligations as a customer and to provide clarity throughout the ordering and delivery process. Please take the time to read these terms and conditions carefully before placing an order. If you have any questions or require further information, please do not hesitate to contact our customer support.

Thank you for choosing Gudo AG as your partner for high-quality products and services. We look forward to supporting you and providing you with a first-class customer experience.

2. Scope of application

- a. These General Terms and Conditions (GTCs) apply to all contracts and business relationships between Gudo AG, based in Gass 12, 5242 Lupfig, Switzerland, and its customers. By ordering products and services from Gudo AG, the customer declares his unconditional agreement to these GTCs.
- b. Deviating or supplementary terms and conditions of the customer or business partner shall not apply unless they have been expressly agreed in writing by both parties.
- c. These GTCs are written in German and English. In the event of any discrepancies between the different language versions of these T&Cs, the German version shall take precedence.
- d. Gudo AG is entitled to transfer, assign or subcontract, in whole or in part, rights and obligations arising under these GTC or on the basis of a contract. Without the written consent of Gudo AG, customers are not entitled to assign, transfer or subcontract their rights or obligations arising under these GTC or on the basis of a contract.
- e. Gudo AG's failure to enforce any provision of these GTC at any time shall in no way be construed as a waiver of that provision and shall not affect the validity of the GTC or any rights arising therefrom.
- f. Severability clause: Should one or more provisions of these GTC be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. The invalid or unenforceable provision shall be replaced by a provision that comes closest to the economic purpose of the invalid or unenforceable provision. The same applies in the event of loopholes in these GTC.
- g. Gudo AG reserves the right to amend or update these GTCs at any time. The version of these GTC applicable at the time of the order shall apply, which cannot be changed unilaterally for this order.

3. Offer and conclusion of contract

- a. Unless otherwise stated in the offer itself, our offers are valid for a period of 2 months from the date of the offer. After expiry of this period, the customer is requested to submit a new request by e-mail. It is the customer's responsibility to comply with the deadline. No price adjustments will be made during the two-month validity period of the quotation, unless there are changes to the quotation itself that affect the costs.
- b. As soon as the customer agrees to the order, the customer receives an order confirmation. The contract comes into force as soon as the customer has received the written order confirmation by e-mail. From this point in time, the contract can no longer be terminated unilaterally, with the exception of clause 3. D. The customer must inform Gudo AG of the regulations and standards relating to the execution of the deliveries and services at the latest when placing the order.
- c. If unforeseen events (e.g. natural disasters, pandemics, epidemics, strikes, political unrest, etc.) significantly change the economic significance or the content of the deliveries or services or have a significant impact on our work, as well as in the event of subsequent impossibility of execution, the contract shall be adapted appropriately by the parties. If a change is unreasonable for Gudo AG, Gudo AG has the right to terminate the contract or the affected parts of the contract. If we make use of the right to terminate the contract, we must inform the customer immediately after realizing the consequences of the event, even if an extension of the delivery period has initially been agreed. In the event of termination of the contract, we shall be entitled to remuneration for the deliveries and services already provided. Liability towards the customer or third parties is excluded. If the customer has already paid for the corresponding services or deliveries that cannot be provided, Gudo AG shall refund the amount without interest. There is no further liability towards the customer.

4. Prices

- a. Unless otherwise agreed in writing, all prices are net, ex works, including packaging and excluding VAT and without further deductions. All ancillary costs such as freight, insurance, export, transit, import and other permits and certifications shall be borne by the customer. The customer shall also bear all types of taxes, duties, fees, customs duties and the like that are levied in connection with the contract. Any other terms of payment shall be indicated on the invoice.
- b. Changes or cancellations of orders or commissions requested by customers are only valid if they are confirmed in writing by Gudo AG. Costs already incurred by Gudo AG will be charged to the customer.
- c. We reserve the right to adjust the price if the delivery time is subsequently extended for one of the reasons stated in Clause 7. b., if the type and scope of the agreed deliveries or services are changed or if changes to the material or design are necessary because the documents supplied by the customer do not correspond to the actual circumstances or are incomplete. Furthermore, we reserve the right to adjust prices if they require adjustment due to economic factors such as inflation, currency fluctuations, market price developments (higher material costs) as well as public charges and the like.

5. Terms of payment

- a. Payments shall be made by the customer in accordance with the specified terms of payment without deduction of discounts, fees, taxes, duties, bank charges, customs duties or similar amounts. The payment obligation shall be deemed to have been fulfilled as soon as the full amount owed has been received in a bank account specified by us.
- b. Unless otherwise agreed, payment must be made within 30 days of the invoice date. After expiry of the agreed payment period, default interest of 5% and reminder fees (CHF 50.00 to CHF 200.00) shall be owed without a reminder. Deductions (discounts, etc.) are only permitted within the agreed payment period if specifically agreed. Unauthorized deductions will be charged to the customer. In addition, Gudo AG is entitled to obtain creditworthiness information about the customer and, at its own discretion, to demand an advance payment.
- c. The payment dates shall be binding even if transportation, delivery, assembly, commissioning or acceptance of the deliveries or services are delayed or impaired for reasons for which we are not responsible. This shall also apply if only insignificant parts are missing or reworking is required which does not significantly impair the use of the deliveries.
- d. A delay in payment by the customer entitles Gudo AG to suspend all outstanding deliveries in whole or in part without further notice until payment has been received or secured. In addition, we reserve the right to adhere to the contract or to withdraw from the contract and to demand compensation in both cases.

6. Retention of title

- a. We reserve title to the object of purchase until receipt of the invoice amount plus any interest on all deliveries. The buyer authorizes us, at his own expense and with his necessary cooperation, to register the retention of title in the official register or to register the lien and to fulfil all formalities in this regard.
- b. The customer is obliged to cooperate in measures that are necessary to protect our property. The customer shall maintain the delivered items at his own expense for the duration of the retention of title and insure them in our favor against theft, breakage, fire, water and other risks.
- c. Furthermore, the customer shall take all measures to ensure that our title is neither impaired nor revoked. In particular, the customer is not entitled to sell, dispose of or encumber products before the title has been fully transferred to the customer.

7. Scope of deliveries and services

Our deliveries and services are listed in the order confirmation. Material or services not included therein shall be invoiced separately.

We reserve the right to make changes that lead to improvements, provided these do not result in a price increase.

a. Terms of delivery

Gudo AG generally delivers worldwide. The customer is responsible for the entire delivery and compliance with all customs and import regulations applicable in his country. Our deliveries and services are listed in the order confirmation. Material or services not included therein will be invoiced separately.

b. Delivery time

The delivery period begins with the conclusion of the contract and as soon as all official formalities such as import, export, transit and payment authorizations have been obtained, the payments to be made with the order and any securities have been provided and the essential technical factors have been clarified, and is stated in the order confirmation. The order confirmation shall state the exact date on which the delivery leaves our factory in Lupfig. The delivery deadline shall be deemed to have been met if the notification of readiness for dispatch has been sent to the customer by the time it expires.

Unless expressly specified in writing by Gudo AG, the delivery dates indicated by Gudo AG are merely non-binding estimates, which are given to the best of Gudo AG's knowledge and belief. If delivery is delayed beyond the date expressly confirmed in writing by Gudo AG, the Customer shall grant a grace period of at least thirty (30) working days. After expiry of this grace period, the customer is entitled to withdraw from the respective order. Further claims are excluded.

Compliance with the delivery deadline requires the fulfillment of the contractual obligations by the customer. In the event of delays in delivery, the customer shall accept partial deliveries.

The customer is not entitled to withdraw from the contract or to claim damages if the delivery period is extended due to circumstances beyond our control. In particular, the following circumstances are deemed to be reasonable and are not attributable to Gudo AG:

- If the information required for the fulfillment of the contract is not provided to us on time or the customer subsequently changes it, which leads to delays in deliveries or services;
- In the event of force majeure of any kind (unforeseen operational disruptions, unexpected shortage of raw materials, natural disasters, pandemics, epidemics, strikes, political unrest, etc.);
- If the delay is due to circumstances for which third parties are responsible (e.g. operational disruptions, production errors, delivery delays, faulty deliveries from suppliers).

In the event of delays in delivery, the customer shall have no further rights and claims other than those expressly stated in this clause.

c. Shipping

The customer is responsible for the organization, liability and payment of all shipping/transport costs. The customer is responsible for insurance against damage of any kind from the time of fulfillment of the contract on our part. The customer is responsible for correctly determining the place of delivery and ensuring smooth handling with the regulations in the country of destination and protective devices. In the event of complaints in connection with the shipment or transportation, the customer must contact the carrier or the delivery company immediately upon receipt of the deliveries or the freight documents.

8. Transfer of benefit and risk

Benefit and risk shall pass to the customer at the latest upon dispatch of the deliveries ex works. If dispatch is delayed due to specifications or requirements of the customer or for other reasons for which we are not responsible, the risk shall pass to the customer at the originally planned time of collection ex works. From this time onwards, storage and insurance of the deliveries shall be at the customer's expense and risk.

a. Default of acceptance

The customer is obliged to accept the delivered goods at the agreed time of delivery. If the customer is in default of acceptance, we shall be entitled to store the goods at the customer's expense and risk or to store them elsewhere. During the delay in acceptance, the customer shall bear all risks of loss or damage to the goods. We are entitled to set the customer a reasonable deadline for collecting the goods. If this period expires without result, we shall be entitled to withdraw from the contract and claim damages for non-performance. During the delay in acceptance, the customer remains obliged to pay the agreed purchase price. The storage and safekeeping costs claimed and any claims for damages shall remain unaffected by this. The transfer of risk shall be governed by the Incoterms clause of the International Chamber of Commerce applied in the order confirmation and valid at the time of conclusion of the contract.

b. Defects and right of return

Defects must be reported to us in writing and sufficiently documented immediately after delivery of the goods. Otherwise the goods shall be deemed to have been accepted. Defective goods will be taken back and replaced by us. Defective goods may only be returned after receipt of our forwarding instructions. Our liability in the event of complaints shall in no case extend beyond the replacement of the delivered goods within a reasonable period of grace. This guarantee is granted for 3 months from the date of delivery (delivery note date). The customer must inspect the goods immediately upon receipt and report any defects found without delay. If he discovers hidden defects during the three-month guarantee period, he must also report these immediately. After 3 months from delivery of the goods, we no longer grant any guarantee. This exclusion of liability shall not apply if this is contrary to mandatory law.

Transport damage must be borne by the customer, as our liability ends when the goods are handed over at the factory.

9. Warranty and liability

- a. Gudo AG is only liable for direct damages and only if the customer proves that Gudo AG, employees of Gudo AG or third parties commissioned by Gudo AG have acted with gross negligence or willful misconduct. In any case, Gudo AG's liability is limited to the purchase price of the products in question in accordance with the order confirmation, to the extent permitted by law.
- b. Notwithstanding any other provision in these GTCs or in the contract, in no event shall Gudo AG be liable for any indirect, incidental, special or consequential damages, lost profits, lost business opportunities, loss of data or other economic loss arising out of or in connection with the contract, unless otherwise provided by law, such as product liability.
- c. Damage that cannot be demonstrably attributed to inferior material, faulty design or inadequate workmanship is excluded from the warranty and liability. This includes in particular cases of natural wear and tear, non-compliance with operating instructions, excessive load, use of unsuitable operating materials, chemical or electrolytic influences, services not provided by us and other circumstances beyond our control.
- d. All cases of breach of contract and their legal consequences as well as all claims of the customer, irrespective of the legal grounds on which they are based, are conclusively regulated in these terms and conditions. In particular, all claims for damages, reduction in price, rescission of the contract or withdrawal from the contract not expressly mentioned are excluded. Under no circumstances shall the customer be entitled to claim compensation for damages that have not occurred in the delivery item itself, such as loss of production, loss of use, loss of orders, loss of profit or other direct or indirect damages. Furthermore, this exclusion of liability shall not apply insofar as it conflicts with mandatory law.
- e. To the extent required by law, we assume the warranty for deliveries and services of subcontractors exclusively within the scope of the corresponding warranty obligations of these subcontractors.
- f. Deviating regulations must be agreed in writing by both parties.

10. Patents, copyrights

Drawings, samples, designs, assemblies etc. created by us remain our intellectual property and may not be reproduced or made accessible to third parties. All information, documents and offers must be treated confidentially. If no corresponding order is placed, we reserve the right to reclaim these documents. The use of the documents is only permitted if we have given our written approval. Violation of these provisions may result in legal consequences, including claims for damages due to violations of intellectual property and confidentiality.

The customer undertakes to indemnify us against all third-party claims that may arise from a patent, utility model or other property right or copyright infringement and to hold us fully harmless.

11. Data protection

Gudo AG complies with data protection regulations and will only use customers' personal data in accordance with the applicable data protection laws

12. Special agreements

Special agreements and promises must be made in writing to be valid.

13. Place of jurisdiction

The exclusive place of jurisdiction is Brugg in Switzerland. The legal relationship between us and the customer shall be governed in all respects by Swiss law, in particular the Swiss Code of Obligations, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 and the Hague Sales Convention of June 15, 1955. Gudo AG shall be entitled to sue the customer at the customer's domicile.

Lupfig, January 2024