

# Terms and Conditions

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## 1. General

All offers are non-binding unless otherwise agreed. All agreements and significant declarations by the contracting parties must be in writing to be valid. Amendments, additions, or verbal agreements must be expressly confirmed in writing by the supplier.

We reserve the right to make changes to technical data and designs that serve improvement and/or technical progress.

## 2. Order Confirmation

The scope of delivery or performance shall be determined by the content of the offer and/or the order confirmation. It is deemed accepted by the customer unless objected to in writing.

## 3. Prices and Payment Terms

Our prices are generally ex works, plus packaging, freight, insurance, statutory VAT, and any customs duties.

Invoices are issued based on the prices valid on the delivery date or according to the agreement applicable to the respective scope of delivery.

Unless otherwise agreed, payments are due within 30 days from the invoice date, net without any deductions. Bank charges and other unagreed deductions caused by payment will be charged to the customer. After expiry of the payment period, the supplier is entitled to place the customer in default by setting a deadline and to charge default interest and expenses once that deadline has passed.

The customer is not entitled to withhold payments due to disputed claims against the supplier or to offset such counterclaims.

## 4. Retention of Title

Our deliveries are made exclusively subject to retention of title. The delivered goods remain the property of the supplier until the buyer has settled all obligations arising from our deliveries. In the case of a current account, the retention of title serves as security for the balance claim.

The customer is entitled to resell the goods in the ordinary course of business. Pledging or transfer by way of security is prohibited.

If the customer resells the goods supplied by us, regardless of their condition, they hereby assign to us their claims against their buyers arising from the resale, together with all ancillary rights, in proportion to the value of our reserved goods, until all our claims from deliveries have been fully settled. At our request, the customer must notify their buyer of this assignment for the purpose of payment to us.

## 5. Delivery Deadlines

Delivery deadlines are approximate and begin with the date of the written order confirmation, but not before receipt of agreed documents, materials, formalities, or advance payments. Delivery deadlines shall be extended in the event of impediments—also affecting our suppliers—due to force majeure, official measures, threat of war, strikes, lockouts, operational disruptions, shortages of raw or operating materials, and other unforeseeable events, as well as in the event of delay by the customer arising from this or another contract.

Delivery deadlines are deemed met if the risk passes no later than the agreed date. If delivery becomes impossible without our fault, the deadline is considered fulfilled upon timely notification of readiness for shipment. Partial and/or advance deliveries are permitted.

Agreements regarding payment of delay compensation by the supplier require a special agreement and must be stated in the order confirmation.

## 6. Transfer of Risk

The risk passes to the buyer at the latest upon dispatch of the goods. This also applies when using our own means of transport or in the case of carriage-paid delivery.

Shipments with visible and/or suspected damage must be accepted only with reservation and reported to the respective transport company within the statutory time limits for inspection.

## 7. Warranty

Complaints about defects must be made immediately upon receipt of the goods, but no later than within 8 days. We assume warranty only with regard to the individually agreed intended use of the goods by the operator and in accordance with the technical documentation applicable to the goods.

In the case of justified complaints, the supplier will, where possible, remedy the defects or replace the defective parts. Any further warranty rights of the customer, beyond claims arising from defect notification—in particular claims for damages or withdrawal from the contract—are excluded.

No warranty is provided for normal wear and tear, direct and/or indirect consequential damages, or damages caused by improper handling or incorrect assembly/ commissioning by the customer or third parties.

## 8. Guarantee

The guarantee period is 12 months from the delivery date, but no longer than 18 months from readiness for dispatch. Wear parts are excluded.

## 9. Code of Conduct

The Code of Conduct in accordance with Aliaxis Group Policy applies. Policy.

## 10. Trade Compliance

The general Trade Compliance Policy of Aliaxis Utilities & Industry AG applies.

## 11. Intellectual Property Rights

Documents provided to the customer, such as drawings, illustrations, plans, etc., are the intellectual property of the supplier.

## 12. Applicable Law and Jurisdiction

Contracts based on these general terms and conditions are governed by Swiss law. The exclusive place of jurisdiction is the ordinary courts for Wangs / Municipality of Vilters.