

## **General Terms and Conditions (GTC) of the company REZ AG**

### **1. Scope/contract**

1.1

The following GTC, in the version valid at the time of the conclusion of the contract, shall apply for the business relations between REZ AG, in Visp, Switzerland, and the purchaser. The GTC of the buyer shall not apply.

1.2

Subsidiary agreements shall only apply if they are confirmed in writing by REZ AG.

1.3

In all other instances, the provisions of the Swiss Code of Obligations shall apply.

1.4

Without the written consent of REZ AG, neither can the order be cancelled after conclusion of the contract nor will goods that have already delivered be taken back.

1.5

Offers made by REZ AG are subject to change and non-binding.

1.6

Deviations from these GTC require the express written approval of REZ AG.

### **2. Prices**

2.1

The prices listed in the documents of REZ AG can be changed as a matter of principle and at any time without prior notice, though, whenever possible, REZ AG will endeavour to announce price surcharges three months in advance.

2.2

The prices listed in the offers are binding for 2 months from the date of being made for Wagner *Ewar* + REZ packaging products, and for 12 months from the date of being made for REZ products.

2.3

The prices quoted are net prices and apply to deliveries ex works. For amounts over CHF 10'000, a deposit of 50% of the amount is due within 5 days of signing the order confirmation. The rest is due within 30 days upon receipt of the final invoice. In the event of late advance payment, the delivery date will be delayed accordingly.

2.4

Bank guarantees will be issued at the request of the buyer. The costs for this will be charged to the buyer and shown separately on the invoice.

### **3. Illustrations, Colours, features and technical conditions**

3.1

The technical data, illustrations, dimensions, standard diagrams and weights contained in the documents as a basis for offers are non-binding. We reserve the right to make design changes. Materials may be replaced by other equivalent materials.

3.2

There may be small colour differences due to the production process and the different types of materials.

### **4. Terms of payment**

4.1

The following applies to all invoices: payable within 30 days of receipt, without deductions. For invoice sums of CHF 10'000 and above, Clause 2.3 applies.

4.2

If payments are made later than specified in clause 4.1, interest to the amount of 5% above the base interest rate will be charged from the due date until payment, without the need for a reminder. If the buyer is in default, interest to the amount of 8 % above the base interest rate will be due until payment.

4.3

If the terms of payment are not complied with or if there are serious doubts about the customer's ability to pay, REZ AG is entitled to declare all claims from the business relationship immediately as due and to demand securities or advance payments for outstanding deliveries.

Outstanding deliveries will only be executed when the buyer has made the payment.

4.4

REZ AG requires full advance payments if there are doubts about the contractual compliance with the terms of payment.

This applies in particular to entries on the statement from the authorised debt collection office.

4.5

For orders from abroad or goods intended for export and for all foreign representations, the following applies as a matter of principle: during the first year, deliveries will only be made against prepayment. From the second year, Clause 4.1 applies.

### **5. Terms of delivery**

5.1

The delivery date will be stated as accurately as possible, according to best estimate, but cannot be guaranteed, however.

5.2

REZ AG is entitled to hold back the delivery if the agreed terms of payment are not observed by the buyer.

The resulting costs for interim storage of the goods will be charged to the buyer additionally.

5.3

If non-compliance with the deadlines is due to delays on the part of our suppliers, or due to war, riots or similar events, e.g. strikes, lockouts, the deadlines shall be extended as is appropriate.

5.4

If the buyer collects the goods from the factory himself, the collection date confirmed by REZ AG is binding for both parties. Uncollected goods may be released three working days after the confirmed collection date and used for other deliveries.

5.5

If the ordered goods are not accepted or are undeliverable on the agreed delivery date, REZ AG is entitled to invoice the goods. The subsequent costs of storage and repeat delivery shall be borne by the buyer.

### **6. Shipping and transport conditions**

6.1

REZ AG is free to choose the means of transport. Unless otherwise agreed in writing, transport costs (shipping costs) are not included in the product price and will be invoiced to the buyer in addition to the product price.

6.2

Additional transport costs are to be borne by the buyer if they are a result of special requests made by the buyer (examples: express delivery, fixed-date delivery, advance notice by telephone, delivery to airports, delivery to car-free places, special arrival times, etc.).

6.3

Transport by truck is free of charge to the construction site, including unloading, so far as this can be reached regularly by road and does not include assembly. For mountain railways, this takes place during unloading at the valley station. The loaned container (pallet) remains the property of REZ AG and must be returned.

6.4

If the construction site is not accessible for trucks, the customer must determine the new place of delivery in good time.

6.5

If the goods cannot be handed over to the buyer on the agreed date at the specified place (absence, closed, etc.), the resulting consequential costs will be charged to the buyer as set out in Clause 5.5.

6.6

Complaints due to transport damage must be made in writing to the railway, post office or forwarding agent immediately upon receipt of the goods. Any damage in transit that is discovered must be noted directly on the carrier's delivery receipt.

## **7. Inspection/notice of defects on acceptance of the delivery**

7.1

The buyer is obliged to check the goods immediately upon receipt for completeness, conformity with the delivery note and externally visible defects and to inform REZ AG in writing of any discrepancies and defects within 2 working days of receipt.

## **8. Return of goods**

8.1

REZ products are manufactured especially for the customer/buyer and are not standard products (due to colour selection, country-specific standards, options/features etc.). Therefore, these goods cannot be returned; the same applies to all Wagner Ewar products produced in the German factory.

8.2

Sample goods which are not returned to REZ AG in perfect condition and in their original packaging within the agreed return period (usually 3 months) will be invoiced to the customer. The shipping or transport costs for the return of sample goods shall be borne by the customer.

## **9. Warranties**

9.1

The warranty period for each product that has been delivered and paid for is 2 years from REZ AG's invoice date. During this time, all defective parts must be returned for quality inspection.

9.2

If the defective part is replaced by the buyer himself, a new spare part will be delivered free of charge; further claims such as installation work by third parties (electricians, plumbers etc.) cannot be asserted against REZ AG. This service is covered by the purchase price.

9.3

The following costs will be assumed by REZ AG:

If the buyer wishes to have a repair done by REZ AG, the device must be returned to REZ AG in its original packaging. Devices that can be height adjusted must always be sent back by a forwarding agent and on a pallet.

This must at any event have been agreed in advance and mutually between REZ AG and the buyer, in order to avoid unnecessary costs.

In accordance with the warranty period and claim, the device will then be repaired by REZ AG in the factory and re-delivered free of charge, since REZ AG does not run any service outside of the production facility.

## **10. Exclusion of warranty**

10.1 Excluded from the warranty coverage are:

- Damage caused by improper operation.
- Malfunctions due to contamination or external influence.
- Failure to maintain the equipment (maintenance in accordance with the instructions for use).
- Failure to observe the correct power supply and its connections.
- Non-compliant storage and/or handling.

## **11. Liability**

11.1

REZ AG is liable only for damages which are based on the violation of one of its main contractual obligations and which it has caused through gross negligence or intentionally. REZ AG is in no case liable for atypical and unforeseeable consequential damages as well as for damages which arise for the customer as a result of notice of repudiation of contract from REZ AG.

11.2

The provisions of the Swiss Product Liability Act are reserved.

11.3

REZ AG is not liable for damages caused by force majeure.

## **12. Retention of title**

12.1

The goods remain the property of REZ AG until complete payment of the claim arising from the business relationship with the buyer and customer.

12.2

Samples and models are always the property of REZ AG. They may neither be handed over to third parties nor themselves be used without permission.

12.3

Exercise of the retention of title shall not constitute a withdrawal from the contract.

12.4

Goods or claims may neither be pledged to third parties nor transferred or assigned as security.

## **13. Applicable law and place of jurisdiction**

13.1

The provisions of Swiss law shall apply exclusively.

13.2

The place of jurisdiction for all claims in connection with the contractual relationship is Visp, Switzerland. Visp will also be the exclusive place of jurisdiction for all proceedings for customers whose place of residence or registered place of business is abroad.

13.3

The invalidity of individual provisions shall not affect the validity of the remainder of the GTC.

13.4

REZ AG reserves the right to change these GTC at any time.

Business address:

### **REZ AG**

Litternaweg 8  
CH – 3930 Visp

T.+41 27 922 03 03

F.+41 27 922 03 00

info@rez-ag.ch

Effective as of 1st September 2020