



Terms and conditions

KELLER AG für Druckmesstechnik / Switzerland

I. General provisions

1. This document is included as an integral part of all contracts concluded with KELLER AG für Druckmesstechnik (hereinafter "KELLER") regarding goods deliveries.
2. Deviating individual agreements shall only be valid if they are agreed in writing.
3. The provisions of these T&Cs shall also apply to legal entities, legal entities under public law and special funds under public law.
4. Conflicting provisions in the Buyer's general terms and conditions shall only be binding if they have been approved in writing by KELLER.

II. Special provisions

1. Conclusion of the contract

- a) The contractual parties shall hereinafter be referred to as the Buyer and Seller, regardless of the legal nature of the contract.
- b) The contract must be tendered in writing in order to be valid. Verbal side agreements shall not be deemed valid. Changes to the contract must be confirmed in writing and agreed upon by both the Buyer and KELLER.
- c) Orders shall only be deemed accepted upon written confirmation by KELLER. The content of the resulting contract and the form and content of the job shall be determined by the text of the order confirmation. The Buyer shall check the order confirmation and immediately indicate any discrepancies in writing.
- d) Quotes shall be binding for a period of sixty (60) days unless otherwise agreed in writing.
- e) All quotes, illustrations, technical drawings and similar documents shall remain the property of the Seller and may not be passed on or made accessible to third parties without KELLER's written consent.
- f) The Buyer accepts responsibility for determining the merchantability and fitness for a particular purpose, including but not limited to, the material of construction. This shall also apply to the selection of suitable materials. The Buyer undertakes to acquaint itself with the possible uses of the goods and products.
- g) Unless otherwise specified in writing by KELLER, standard industry approximations shall apply to all technical data, materials data, etc. If these data, information and/or values change, KELLER is obligated to inform the Buyer only if, in the opinion of KELLER, the change will affect a quality guarantee.

2. Prices

- a) Subject to any provisions to the contrary, all prices shall be net (excl. VAT) and quoted in Swiss francs (CHF). The net price, excluding discounts, shall be quoted for acceptance of goods at the Winterthur site in Switzerland. The prices shall apply ex works (EXW) in accordance with Incoterms 2010. The costs of transport, insurance, customs and handling shall be borne by the Buyer.
- b) The transport of all deliveries shall be provided at the expense and risk of the Buyer (see 3d) by a freight forwarding company chosen by KELLER and under KELLER's standard terms and conditions, unless otherwise agreed in writing.
- c) The prices agreed for a certain volume of goods shall only apply if the Buyer commits firmly to ordering the volume cited. This obligation may take place as part of a framework agreement without a clearly defined release quantity or as part of a framework agreement with a clearly defined release quantity. The delivery of the products ordered may – taking into account the minimum volume indicated – take place over a maximum period of twelve months. Orders that fail to reach the minimum delivery volume may, at KELLER's option, be subject to a price adjustment.
- d) The minimum order value amounts to 120.00 Swiss francs (CHF) net. For orders that fall below this minimum order value, a flat fee shall be charged for order processing, as well as for packaging and shipping costs. This contribution to the coverage of costs shall amount to 60.00 Swiss francs (CHF) net.
- e) Costs and charges for securities, especially for international businesses (letter of credit, etc.) shall be borne exclusively by the Buyer.

3. Delivery

- a) The delivery period shall be stipulated in the written contract. KELLER shall be liable for breach of the delivery contract or late delivery, even after expiry of a period specified by the Seller, only in the event of wilful intent, gross negligence or the breach of essential contractual duties. A change to the burden of proof to the detriment of KELLER is not connected with this provision.
- b) Any disturbances to KELLER's business operations for which it is not at fault, particularly including workers' strikes and lockouts, as well as cases of force majeure that cause unforeseeable and involuntary events, shall result in a corresponding extension of the delivery period. In such cases, the Buyer shall be entitled to withdraw from the contract only if (1) it sends a written delivery reminder after expiry of the extended delivery period, (2) KELLER agrees to the delivery reminder and (3) delivery fails to take place within the agreed-upon delivery period.
- c) Partial shipments are permitted provided that they are acceptable to the Buyer.
- d) Deliveries shall be made exclusively from KELLER's location at the expense and risk of the Buyer. All risk shall pass to the Buyer, freight forwarder or carrier upon handover of the products, but no later than the moment the products leave the location or warehouse to the Buyer. Upon default of acceptance by the Buyer, the risk upon readiness to ship shall pass

to the Buyer, even if the default of acceptance only arises after readiness to ship. If the Buyer makes no specification, the choice of shipping method shall be determined at the reasonable discretion of KELLER. At the request and expense of the Buyer, the delivery shall be insured against breakage, transport and fire damage.

4. Payment/default by the Buyer

- a) If the Buyer fails to pay the invoiced amount within the time period as stipulated in the contract, it will default without warning. If the Buyer does not pay the invoiced amount within a grace period set by KELLER of no more than 10 days, KELLER, at its option, may announce its withdrawal from the contract; withdrawal from the contract may be threatened upon announcement of the grace period. Unless otherwise agreed in writing, the agreed price shall be payable within thirty (30) days after the due date and receipt of an invoice or similar request for payment, in Swiss francs (CHF), without deductions and free of charge. The Buyer shall bear the risk and expense of the payment process.
- b) If payment is late, KELLER shall be entitled to charge late payment interest in accordance with article 104 III, 104 I of the Swiss Code of Obligations.
- c) The Buyer has no option to delay payments except when recognised or legally established claims are in place.
- d) Legal provisions regarding default and breach of contract shall generally apply.

5. Warranty and liability

- a) To the extent permitted by law (article 210 IV of the Swiss Code of Obligations), the warranty shall be limited to one (1) year from the date of delivery. KELLER guarantees that the goods will be free of manufacturing and material defects and that they will correspond to the specifications confirmed in writing.
- b) As soon as is feasible in the normal course of business, the Buyer shall inspect the goods received for any defects. Obvious defects shall be indicated to KELLER in writing within five (5) working days (Monday to Friday) and hidden defects shall be indicated within five (5) working days of discovery.
- c) KELLER makes no guarantee of a specific product lifespan, especially if the products are used in difficult and previously unknown operating conditions. KELLER explicitly disclaims any implied warranties of merchantability and/or fitness for a particular purpose. There are no warranties, express or implied, that extend beyond the description herein. The sole and exclusive remedy for any claims against KELLER shall be the warranty described in this document.
- d) The Buyer may request rescission of the contract or a price reduction if a defect is not rectified by KELLER within a period of time as agreed between the Buyer and KELLER, or if KELLER refuses or fails to make a replacement delivery within a period of time as agreed between the Buyer and KELLER. Any action taken with regard to contract rescission or price reduction is predicated on KELLER agreeing that the alleged defect in fact exists.
- e) This warranty shall not extend to those damages for which the Buyer is responsible and especially to those damages caused by improper further processing, welding into/onto other components, use outside of that agreed in the specifications and mechanical modifications to the original construction.
- f) To the extent permitted by law, the Buyer's claims for damages and reimbursement of expenses – no matter the legal basis, including claims arising from tortious liability or for damages for defects or consequential damages due to the culpable breach of contractual ancillary obligations or for loss of earnings – are excluded.
- g) KELLER's liability under this warranty is limited to replacing or repairing, or issuing a credit note, at KELLER's option, for any product returned to the factory, transportation charges prepaid, and which is determined by KELLER to be defective.

6. Intellectual property and copyright

The technical documentation provided by KELLER is the exclusive property of the same. The delivery of or access to these documents should in no way be interpreted as authorisation to use these rights, which are exclusively reserved to KELLER. This shall also especially apply to the models, drafts, documents, templates and tools developed by KELLER at the Buyer's request.

7. Severability

If any individual clause of this contract is invalid or if the contract is found to contain an omission, this shall not affect the validity of the remaining clauses. In this event, the invalid clause shall be replaced by another, valid clause that mirrors the parties' original commercial intent as closely as possible. The same shall apply in the event of an omission.

8. Applicable law, contract language, jurisdiction and data protection

- a) These terms and conditions are exclusively subject to Swiss law excluding the UN Convention on Contracts for the International Sale of Goods. The contract language is German. To the extent permitted by law, the jurisdiction for all disputes between the parties arising from delivery, performance and payments shall be KELLER's registered office.
- b) Note: We store all data necessary for our business relationship to the extent permitted by the Swiss Data Protection Act (Bundesgesetz über den Datenschutz, DSG).



Terms and conditions

KELLER Gesellschaft für Druckmesstechnik mbH Deutschland

I. General provisions

1. The present terms and conditions are included as an integral part of all contracts concluded with KELLER Gesellschaft für Druckmesstechnik mbH (hereinafter "KELLER") regarding goods deliveries.
2. Deviating individual agreements shall only be valid if they are agreed in writing.
3. The provisions of these T&Cs shall also apply to legal entities, legal entities under public law and special funds under public law.
4. Conflicting provisions in the Buyer's general terms and conditions shall only be binding if they have been approved in writing by KELLER.

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- e) All quotes, illustrations, technical drawings and similar documents shall remain the property of the Seller and may not be passed on or made accessible to third parties without KELLER's written consent.
- f) The Buyer accepts responsibility for determining the merchantability and fitness for a particular purpose, including but not limited to, the material of construction. This shall also apply to the selection of suitable materials. The Buyer undertakes to acquaint itself with the possible uses of the goods and products.
- g) Unless otherwise specified in writing by KELLER, standard industry approximations shall apply to all technical data, materials data, etc. If these data, information and/or values change, KELLER is obligated to inform the Buyer only if, in the opinion of KELLER, the change will affect a quality guarantee.

2. Prices

- a) Subject to any provisions to the contrary, all prices shall be net (excl. VAT) and quoted in euros (€). The net price, excluding discounts, shall be quoted for acceptance of goods at the Jestetten site in Germany. The prices shall apply ex works (EXW) in accordance with Incoterms 2010. The costs of transport, insurance, customs and handling shall be borne by the Buyer.
- b) The transport of all deliveries shall be provided at the expense and risk of the Buyer (see 3d) by a freight forwarding company chosen by KELLER and under KELLER's standard terms and conditions, unless otherwise agreed in writing.
- c) The prices agreed for a certain volume of goods shall only apply if the Buyer commits firmly to ordering the volume cited. This obligation may take place as part of a framework agreement without a clearly defined release quantity or as part of a framework agreement with a clearly defined release quantity. The delivery of the products ordered may – taking into account the minimum volume indicated – take place over a maximum period of twelve months. Orders that fail to reach the minimum delivery volume may, at KELLER's option, be subject to a price adjustment.
- d) The minimum order value amounts to 120.00 euros (€) net. For orders that fall below this minimum order value, a flat fee shall be charged for order processing, as well as for packaging and shipping costs. This contribution to the coverage of costs shall amount to 60.00 euros (€) net.
- e) Costs and charges for securities, especially for international businesses (letter of credit, etc.) shall be borne exclusively by the Buyer.

3. Delivery

- a) The delivery period shall be stipulated in the written contract. KELLER shall be liable for breach of the delivery contract or late delivery, even after expiry of a period specified by the Seller, only in the event of willful intent, gross negligence or the breach of essential contractual duties. A change to the burden of proof to the detriment of KELLER is not connected with this provision.
- b) Any disturbances to KELLER's business operations for which it is not at fault, particularly including workers' strikes and lockouts, as well as cases of force majeure that cause unforeseeable and involuntary events, shall result in a corresponding extension of the delivery period. In such cases, the Buyer shall be entitled to withdraw from the contract only if (1) it sends a written delivery reminder after expiry of the extended delivery period, (2) KELLER agrees to the delivery reminder and (3) delivery fails to take place within the agreed-upon delivery period.
- c) Partial shipments are permitted provided that they are acceptable to the Buyer.
- d) Deliveries shall be made exclusively from KELLER's location at the expense and risk of the Buyer. All risk shall pass to the Buyer, freight forwarder or carrier upon handover of the products, but no later than the moment the products leave the location or warehouse to the Buyer. Upon default of acceptance by the Buyer, the risk upon readiness to ship shall be transferred, even if the default of acceptance only arises after readiness to ship. If the Buyer makes no specification, the choice of shipping method shall be determined at the reasonable discretion of KELLER. At the request and expense of the Buyer, the delivery shall be insured against breakage, transport and fire damage.

4. Payment/default by the Buyer

- a) If the Buyer fails to pay the invoiced amount within the time period as stipulated in the contract, it will default without warning. If the Buyer does not pay the invoiced amount within a grace period set by KELLER of no more than 10 days, KELLER, at its option, may announce its withdrawal from the contract; withdrawal from the contract may be threatened upon announcement of the grace period. Unless otherwise agreed in writing, the agreed price shall be payable within thirty (30) days after the due date and receipt of an invoice or similar request for payment, in Swiss francs (CHF), without deductions and free of charge. The Buyer shall bear the risk and expense of the payment process.
- b) If payment is late, KELLER shall be entitled to charge late payment interest in accordance with article 288(2) of the German Civil Code. The Buyer shall have the right to furnish evidence of smaller loss or damage.

- c) The Buyer has no option to delay payments except when recognised or legally established claims are in place.
- d) Legal provisions regarding default and breach of contract shall generally apply.

5. Warranty and liability

- a) To the extent permitted by law, the warranty shall be limited to one (1) year from the date of delivery. KELLER guarantees that the goods will be free of manufacturing and material defects and that they will correspond to the specifications confirmed in writing.
- b) The Buyer shall inspect the goods for any defects immediately after receipt. Obvious defects shall be indicated to KELLER in writing within five (5) working days (Monday to Friday) and hidden defects shall be indicated within five (5) working days of discovery.
- c) KELLER makes no guarantee of a specific product lifespan, especially if the products are used in difficult and previously unknown operating conditions. KELLER explicitly disclaims any implied warranties of merchantability and/or fitness for a particular purpose. There are no warranties, express or implied, that extend beyond the description herein. The sole and exclusive remedy for any claims against KELLER shall be the warranty described in this document.
- d) The Buyer may request rescission of the contract or a price reduction if a defect is not rectified by KELLER within a period of time as agreed between the Buyer and KELLER, or if KELLER refuses or fails to make a replacement delivery within a period of time as agreed between the Buyer and KELLER. Any action taken with regard to contract rescission or price reduction is predicated on KELLER agreeing that the alleged defect in fact exists.
- e) This warranty shall not extend to those damages for which the Buyer is responsible and especially to those damages caused by improper further processing, welding into/onto other components, use outside of that agreed in the specifications and mechanical modifications to the original construction.
- f) To the extent permitted by law, the Buyer's claims for damages and reimbursement of expenses – no matter the legal basis, including claims arising from tortious liability or for damages for defects or consequential damages due to the culpable breach of contractual ancillary obligations or for loss of earnings – are excluded.
- g) KELLER's liability under this warranty is limited to replacing or repairing, or issuing a credit note, at KELLER's option, for any product returned to the factory, transportation charges prepaid, and which is determined by KELLER to be defective.

6. Retention of title/securities

- a) The delivered goods shall remain the property of KELLER until all obligations arising from this contract are fulfilled.
- b) The Buyer undertakes to safeguard the property of KELLER accordingly if the delivered goods are not directly intended for the Buyer, but for a third party. The Buyer shall expressly highlight this retention of title.
- c) The Buyer shall handle all goods under retention of title with due care. The Buyer shall immediately notify KELLER of each relocation of the goods and all interventions by third parties, especially seizures, and shall also submit the relevant seizure report in the event of a seizure.
- d) If goods are processed by the Buyer to create a new item, this processing shall take place for KELLER. An acquisition of ownership by the Buyer is excluded under article 950 of the German Civil Code. In the event of the processing, combining or restructuring of the goods with other goods that are not the property of KELLER, KELLER shall acquire co-ownership of the newly created item/plant according to the proportion of the invoice value of the goods delivered by KELLER relative to the other goods at the time of processing. The Buyer shall safeguard the new item/plant for KELLER with the due care of a competent businessman.
- e) The new item/plant shall be deemed to be goods in the meaning of this clause. The Buyer hereby assigns its claims from a resale of these new goods to KELLER for a sum that corresponds to the value of the new item/plant in proportion to the invoice value of the goods relative to the goods obtained from other sources. If the resale is made together with other goods that are not the property of KELLER for a single total price, the Buyer hereby assigns to KELLER its claims from the resale for a sum that corresponds to the value of the goods as part of the entire delivery. As a security, the Buyer shall also assign to KELLER the claims against a third party arising from the linking of the goods with a property.
- f) The Buyer shall have the revocable right to collect claims that arise from a resale in the normal course of business. Notwithstanding the above, KELLER shall have the right to collect claims itself if the Buyer has breached its obligations arising from this contract, especially in the event of default of payment. The Buyer shall name the debtors of the assigned claim and inform the debtors of the assignment on request. The assertion of the retention of title, and especially the request for the details of the debtors, shall simultaneously constitute withdrawal from the contract.

7. Intellectual property and copyright

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8. Severability

If any individual clause of this contract is invalid or if the contract is found to contain an omission, this shall not affect the validity of the remaining clauses. In this event, the invalid clause shall be replaced by another, valid clause that mirrors the parties' original commercial intent as closely as possible. The same shall apply in the event of an omission.

9. Applicable law, contract language, jurisdiction and data protection

- a) These terms and conditions are exclusively subject to the laws of the Federal Republic of Germany excluding the UN Convention on Contracts for the International Sale of Goods. The contract language is German. To the extent permitted by law, the jurisdiction for all disputes between the parties arising from delivery, performance and payments shall be KELLER's registered office.
- b) Note: We store all personal data necessary for our business relationship to the extent permitted by the German Data Protection Act (Bundesdatenschutzgesetz, BDSG).