

General terms and conditions

1. General provisions

- 1.1 All arrangements and commitments between atesum AG (hereinafter referred to as atesum) and the contractual partner (hereinafter referred to as customer) must be made in writing in order to be legally binding.
- 1.2 Terms and conditions of the customer shall only be valid insofar as they have been expressly accepted by atesum in writing!
- 1.3 These general terms and conditions apply to all offers issued and services and deliveries made by atesum.
- 1.4 In case of incorrect translations of these general terms and conditions, the German version shall be authoritative.
- 1.5 atesum may not be held liable for faulty or deviating pictures, drawings or other specifications.

2. Scope of deliveries and services

- 2.1 Exclusively the written order confirmation is authoritative for the execution of the contract. Possible requests for change by the orderer are to be notified to atesum at the latest within 3 days after receipt of the order confirmation and will be confirmed to the orderer by atesum if they are complied with.
- 2.2 For more complicated products, atesum makes a drawing which is submitted to the customer for acceptance prior to the start of production and is to be approved by the customer. Major adjustments, changes after acceptance of the prototype and additionally required prototypes will be charged by atesum according to expense.
- 2.3 Upon request of atesum, the customer provides the parts or devices to be packed free of costs until the completion of the order. If the manufacturing of the product only is effected based on customer drawings or electronic customer data, atesum shall not accept any warranty with regard to suitability, correctness and dimensional accuracy. Possible changes and subsequent work are to be borne completely by the customer. atesum accepts no warranty for deviations between supplied drawings and electronic data.
- 2.4 atesum guarantees the usual tolerance values for foam parts pursuant to DIN standard 7715-P-3.
- 2.5 In case of certain products such as for example aluminium cases or cardboard packaging and cut-outs, under- or overdeliveries may take place due to defective products or reasons related to production of the subsupplier. This amounts in case of paperboard containers up to +/- 15%, in case of aluminium cases up to -10% of the ordered quantity. There is no claim for adjustments of quantities at the same conditions.
- 2.6 Our high-quality aluminium cases are highly scratch-sensitive. For this reason, cases which have already been delivered will not be taken back and will be charged pursuant to the price list. Individual, small scratches to not entitle the customer to damages!

3. Prices

- 3.1 Unless otherwise agreed in writing, all prices are strictly net ex works excl. VAT in Swiss francs (Incoterms 2000) without any deductions.

- 3.2 Unless otherwise agreed in writing, all ancillary costs, such as packaging, freight, insurance, are at customer's expense. The same applies to all kinds of taxes, charges, fee, customs, etc. raised in connection with the contract.

- 3.3 If the costs of material, energy or transport demonstrably increase individually or jointly by more than 5 %, atesum shall reserve the right at any time also to carry out price adjustments of individual or blanket orders. The same applies also to currency fluctuations.

4. Transport / packaging

- 4.1 Packaging and transport material subject to costs, namely euro pallets, frames, covers and the like have to be exchanged by the customer either 1:1 (delivery versus payment) or they are charged by atesum.
- 4.2 There is no claim of the customer for taking back of the packaging material by atesum.

5. Terms of payment

- 5.1 Payments are to be effected pursuant to the payment period agreed in the order confirmation after the invoice date without deduction. If no provisions have been stated, 30 days net after invoice date shall apply.
- 5.2 The payment dates are also to be adhered to if transport, delivery or acceptance of the delivery is delayed or rendered impossible due to reasons beyond atesum's control.
- 5.3 If the agreed payment period is exceeded, atesum shall be entitled to charge default interests amounting to 5% starting with the expiry of the payment period without notification.
- 5.4 The buyer is not entitled to make deductions or setoffs on invoices without atesum's consent.
- 5.5 If atesum discovers possible liquidity problems or similar issues after the conclusion of the contract, atesum shall be entitled to change the terms of payment to advance payment immediately and to continue the order only when the complete payment has been effected by the customer. However, other contractual agreements are not effected by that.
- 5.6 atesum reserves the right to charge the samples and prototypes sent upon request of the customer which have not been sent back 4 weeks after invoicing pursuant to the price list or the offered price.

6. Reservation of title / protective rights

- 6.1 atesum continues to be the owner of the entire deliveries until it received the payments pursuant to the contract completely.
- 6.2 Tools, equipment and programmes produced for the customers remain property of atesum in all cases. atesum is not obliged to hand them over.
- 6.3 If atesum receives drafts, drawings, logos, models, samples or the like which were handed over to atesum by the customer or on behalf of the customer, the customer shall be responsible that no protective rights are infringed. The customer has to bear any damage which may possibly result from that and shall indemnify atesum.
- 6.4 Projects, studies or prototypes produced specially for the customer remain property of atesum and may neither be handed over nor made accessible to third parties without atesum's written consent.

7. Delivery period

- 7.1 The delivery period starts with the date of the order confirmation.
- 7.2 The compliance with the delivery period requires the fulfilment of the contractual obligations by the customer and is in no case binding.
- 7.3 Without written instruction by the customer, the transport is effected by the transport companies appointed by atesum. The costs and risks are at customer's expense.
- 7.4 If the customer is not able or if it refuses to accept the properly supplied goods, it has to accept all costs arising up to and including another delivery.

8. Transfer of benefits and risk

- 8.1 Benefit and risk shall pass to the customer upon notification of readiness for dispatch.
- 8.2 If the dispatch is delayed or rendered impossible for reasons beyond atesum's control, the delivery shall be stored for account and at risk of the buyer.

9. Warranty / liability for defects

- 9.1 Defects in products have to be notified to atesum at the latest 8 days after receipt of the goods in writing; what is exempted from this are hidden defects. For hidden defects, a warranty period of two years shall apply, which shall commence from the date of receipt of the relevant delivery item. If a notification of defect turns out to be justified, atesum shall compensate at own discretion free of costs by means of subsequent improvement or new delivery or issue a credit note of the invoice amount. The orderer shall have in no case claims for compensation of damage which occurred not at the delivery item itself, such as namely loss of production, loss of effectivity, loss or orders, lost profit and other direct or indirect damage.
- 9.2 The approval of drawings or prototypes by the customer excludes a subsequent notification of defects if the delivered products comply with such drawings or prototypes due to the applicable tolerances.
- 9.3 atesum only accepts warranty for the presence or absence of certain characteristics insofar as these have been explicitly designated as warranted properties in writing in the order confirmation.
- 9.4 atesum does not accept liability for damage or faults in products of sub-suppliers of atesum.
- 9.5 If defects are asserted by the customer, this shall not entitle the customer to withdraw from the contract.
- 9.6 Notification of defects with regard to defective delivery have to be notified to the responsible carrier and documented immediately. No transport damage can be asserted later than 8 days after delivery.
- 9.7 The transport is effected for account and at risk of the customer. The customer is responsible for the transport insurance.
- 9.8 The customer is neither entitled to a right of withdrawal nor a claim for reduction or damages due to delayed deliveries or services; what is exempted are intentional or grossly negligent actions of atesum.

10. Place of performance / place of jurisdiction

- 10.1 Place of performance for all liabilities accruing under the legal transactions between atesum and the customer shall be the registered seat of the company atesum.
- 10.2 The place of jurisdiction for the customer and atesum is the registered office of atesum. However, atesum is entitled to sue the customer at the customer's registered office.
- 10.3 The legal relationship is governed by Swiss substantive law.

Hombrechtikon, 13.2.2023