

General Terms and Conditions of innotool & greminger ag

1 Scope

1.1 The general terms and conditions of innotool & greminger ag are an integral part of the contract. They apply to all offers, all deliveries, and all other services to be provided by innotool & greminger ag (hereinafter collectively referred to as "services") unless the customer has made an agreement with the company in writing that establishes different conditions.

1.2 The purchasing conditions of the customer are not recognized by innotool & greminger ag. This applies even if innotool & greminger ag has not explicitly objected to them.

2 Contract formation

2.1 The services offered by innotool & greminger ag are subject to confirmation.

2.2 A contract is formed with the customer only when innotool & greminger ag has confirmed the acceptance of an order in writing after receiving it, or if a special, binding contract has been signed by both parties. The following shall be considered as written: letter, fax or E-mail.

3 Prices

3.1 The prices of innotool & greminger ag are to be understood as strictly net, in freely available Swiss francs. Cash outlays and additional costs, such as costs associated with packaging, freight, and insurance; export, transit, import or other authorizations; notarisation costs; and all types of taxes, duties, fees and tariffs, shall be borne by the customer, unless otherwise agreed in individual cases.

3.2 If innotool & greminger ag bears the cost of cash outlays as well as the cost of packaging, freight, insurance or other additional costs as defined in no. 3.1, it is entitled to adjust its own estimates accordingly in the case of price changes.

4 Terms of payment

4.1 innotool & greminger ag is entitled to demand payment on account. Unless otherwise agreed, all invoices of innotool & greminger ag are payable net within 30 days. Starting from the 31st day, innotool & greminger ag is entitled to charge default interest at the rate of 5%, without being obligated to issue a reminder.

4.2 The settlement of debt claims issued by innotool & greminger ag with counterclaims from the customer is excluded in all cases.

4.3 Unless otherwise agreed, the customer is not entitled to withhold payments for any reason.

4.4 Contractual penalties are subject to written agreement in individual cases.

5 Acceptance

5.1 The customer is obliged to immediately check all deliveries and services provided by innotool & greminger ag upon receipt. The deliveries and services provided by innotool & greminger ag shall be

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considered received and accepted if no notification of deficiency is received within 20 days after delivery or performance.

5.2 Any hidden defects that could not be discovered during a careful inspection must be reported in writing immediately upon discovery.

5.3 The goods that are the subject of the complaint must be returned to innotool & greminger ag upon request.

6 Transfer of benefit and risk

The benefit and risk of the delivery shall be transferred to the customer upon dispatch.

7 Liability of innotool & greminger ag

7.1 The information regarding the products and services of innotool & greminger ag provided in catalogues, brochures, circulars, advertisements, illustrations and comparable publications are not binding unless this is explicitly stipulated in the contract.

7.2 Defects in the products, deliveries and services of innotool & greminger ag are excluded from the warranty as far as the legal framework allows.

7.3 innotool & greminger ag is only liable for damages that they caused to the customer that were either intentional or caused by gross negligence. Liability for mere negligence is excluded.

8 Applicable law and jurisdiction

8.1 The legal relationship between innotool & greminger ag and its customer is governed exclusively by Swiss law, namely by the Swiss Civil Code and the Swiss Code of Obligations. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

8.2 The place of performance and jurisdiction is Erlen TG. However, innotool & greminger ag has the right to prosecute the customer at the customer's place of business, or at any other national or international court.