

1. Scope of application and inclusion

1.1 Business transactions between Hager AG and the buyer (hereinafter Buyer) and business transactions between Hager Industrie AG and a buyer registered/domiciled in Switzerland (hereinafter likewise Buyer) shall be governed exclusively by these General Terms and Conditions (hereinafter GTCs). For buyers registered/domiciled outside Switzerland, the "GTCs International Market of Hager Industrie AG" shall apply exclusively.

1.2 Deviating terms of the Buyer will only be valid if they have been expressly accepted in writing by Hager AG or Hager Industrie AG (hereinafter together Hager AG).

1.3 Individual agreements in the contract between Hager AG and the Buyer shall have precedence over the GTCs.

1.4 In ordering on the basis of an offer of Hager AG, the Buyer declares their consent to these GTCs.

2. Offers

2.1 Offers of Hager AG will be valid for 60 days from the date of the offer, subject to the ordered goods being available at Hager AG and not recalled or discontinued before the offer is accepted. Prices are quoted in Swiss francs (CHF) ex Hager AG works in Emmenbrücke and exclusive of VAT.

2.2 Indications given in brochures, catalogues and the like (physically or online) will only be binding if Hager AG confirms them in the offer or in an individual contract with the Buyer.

2.3 Hager AG may vary the prices (price lists) at any time. Higher raw material prices may result in additional charges for prices indicated with the note MTZ (material surcharge).

2.4 The Buyer will owe the material surcharge as soon as the rates on the London Metal Exchange, LME, exceed the following limits at the time of dispatch of the order to Hager AG (Day D):

- EUR 400 per 100 kg of copper
- EUR 300 per kg of silver
- EUR 150 per 100 kg of brass

2.5 The surcharge for the precious metal(s) concerned will be calculated according to the following formula:

$\text{MTZ (EUR/CHF conversion rate (average Euro Currency Index/EURX for the month))} = \text{weight of the precious metal content of order X (precious metal rate on Day D ./. limit)}$

Sources:

- Monthly average "higher copper" and "fine silver processed":
https://www.westmetall.com/en/mark_daten.php
- Euro: Euro Currency Index/EURX

2.6 No discounts will be granted on surcharges. The precious metal surcharge will be levied in Swiss francs.

3. Ordering

3.1 The issuance of a purchase order on the terms offered by Hager AG will in principle be binding for the Buyer. However, the Buyer can cancel a purchase order issued to Hager AG in writing without cost if

- the notice of cancellation reaches Hager AG not later than 24 hours after receipt of the purchase order, and
- Hager AG has not yet begun to process the purchase order.

3.2 Hager AG will only be bound by purchase orders to a value of CHF 50,000.00 and over upon delivery of its written or electronic confirmation of order. Hager AG can also tacitly accept purchase orders with a lower order value. In the event of objections, any confirmation of order by Hager AG will have precedence over a purchase order.

4. Electronic ordering

The Buyer can transmit the purchase order to Hager AG electronically. Hager AG will not be liable for the dispatch, transmission and receipt of the purchase order or for losses arising therefrom. The Buyer will not be notified if a purchase order is automatically deleted by the IT systems of Hager AG (e.g. by spam filters). Hager AG can put its electronic order system offline for good cause without notifying the Buyer (e.g. if it suspects viruses, third-party attacks, etc.).

5. Shipping and packaging costs

5.1 The following terms apply solely for deliveries within Switzerland from Emmenbrücke:

- 5.2** Shipping costs for components and parcels:
- Parcel shipping: CHF 10.00 per parcel
 - Truck shipping, if the net order value is below CHF 800.00: CHF 10.00 per delivery
 - Surcharge for express delivery: CHF 35.00

5.3 Shipping costs for cabinets and cabinet frames:

- Flat heavy goods vehicle tax (LSVA) surcharge (regardless of order value): CHF 8.00 per cabinet/frame
- Truck shipping, if the net order value is above CHF 800.00: CHF 16.00 per delivery

5.4 Hager AG may at its discretion ship in multiple part deliveries. If the customer requests part deliveries, Hager AG will charge the effective costs for each delivery.

6. Invoicing

6.1 The Buyer shall examine invoices immediately upon receipt. The invoice amount shown on traditional and electronic invoices will be deemed accepted if the Buyer does not object to them in writing within 10 days of receipt. Hager AG will review the objection and amend the invoice if it considers the objection justified.

6.2 Hager AG will issue electronic invoices at the Buyer's written request. Invoices will normally be sent in unencrypted form. Hager AG will not be liable for losses

due to software or data that is faulty or has been manipulated by third parties (viruses, worms, hacker attacks, etc.). In particular, Hager AG excludes liability for losses resulting from electronic ordering and/or electronic invoicing.

7. Payment terms

7.1 The Buyer shall pay the invoices in full (i.e. without deducting discounts, charges, taxes, levies, fees, customs duties or the like) within 30 days of the invoice date. Upon expiration of the deadline the Buyer will be in default without warning and will owe Hager AG penalty interest of 5% and any further compensation that may be appropriate. Payment dates must be observed even if delivery is delayed for reasons beyond the control of Hager AG.

7.2 Hager AG may at any time demand payment in advance.

7.3 Cheques and bills of exchange will not be considered payment until payment has been executed by the drawee (e.g. bank). If the maturity period exceeds the payment term, the penalty interest of 5 % will be deducted directly from the payment. Third-party fees associated with the redemption of cheques and bills of exchange will be charged to the Buyer.

7.4 The Buyer may not offset the purchase price owed to Hager AG against any counterclaims (prohibition of offset).

7.5 In the event of default in payment by the Buyer, Hager AG will no longer be bound by any discounts and rebates granted and shall further have the right to withdraw from the contract, recall the goods already delivered and have them returned at the Buyer's expense.

8. Delays in delivery

8.1 Circumstances for which Hager AG or the suppliers of Hager AG are not responsible, such as in particular force majeure, disruption to transport and operations, material shortages, labour disputes, etc., shall entitle Hager AG to withdraw from the contract wholly or in part or to postpone delivery. The Buyer may not derive any claims therefrom and is in particular not entitled to withdraw from the contract. Should the situation arise, this shall apply even if the above events occur at a time when Hager AG is in default.

8.2 Hager AG does not offer any guaranteed delivery period and will not be liable for any delays in delivery. Any indications given by employees of Hager AG shall be understood as non-binding guidelines and not under any circumstances as warranties.

9. Default in acceptance by the Buyer

If the goods are ready for dispatch but can only be shipped late, or cannot be shipped at all, as a result of a breach of the Buyer's duty of cooperation, or if the Buyer does not accept the goods, the goods will be stored for the account and at the risk of the Buyer. In such cases the Buyer shall also bear all additional transport costs.

10. Use and risk

The use and risk of the purchase item shall pass to the Buyer when it is ready for dispatch in the Hager AG works (EXW 2020 of Hager AG in Emmenbrücke). Regardless of the carrying of risk and organisation of transport of the shipment, Hager AG does not accept any liability for damage arising in this regard.

11. Defects in the purchase item

11.1 Notice and guarantee period

The Buyer shall inspect the shipment immediately upon receipt. Hager AG shall be notified of defects in writing within 8 working days of arrival of the shipment at the destination. The shipment will be deemed approved if this deadline passes without notification. The guarantee/warranty of Hager AG for defects that occur later will commence on the date of delivery (departure of the shipment ex Hager AG works in Emmenbrücke) and lasts as follows:

Hager products	5 years
Terasaki	2 years
E3/DC	10 years
Other products	Corresponding warranty/guarantee of the manufacturer/Hager supplier

If delivery is delayed for reasons beyond the control of Hager AG, the warranty period will end not later than 12 months after notification of readiness for dispatch. The exercise of rights based on defects, in particular improvement, shall bring about neither an interruption to nor the suspension of the respective guarantee/warranty period.

11.2 Rights based on defects

11.2.1 Hager AG may at its discretion rectify defects by rescission, reduction in price, improvement and/or replacement with non-defective goods of the same kind or parts thereof.

11.2.2 The warranty or guarantee given to the Buyer for products of other manufacturers or suppliers shall be limited to the warranty or guarantee claims conceded by said manufacturers and suppliers to Hager AG and fulfilled in the individual case. Upon request, Hager AG will provide information on the corresponding warranty or guarantee of the product manufacturer or supplier.

11.3 Exclusion of liability and exhaustive regulation

Any liability of Hager AG shall be excluded unless the Buyer demonstrates that the defect has its cause in poor material or faulty production and is not attributable to improper storage or treatment, overuse or unsuitable use or installation.

If the products are modified through the action of the Buyer or of third parties or the installation of parts of third-party origin, or if the Buyer does not immediately take all appropriate measures to minimise the damage in the case of a defect, all guarantee claims granted shall be voided. The guarantee does not cover damage caused by wear and tear or by improper use or use other than as intended (the terms of use can be found on the website www.hager.ch).

11.4 The Buyer can only assert claims for damages in the case of intent or gross negligence on the part of Hager AG. Hager AG absolutely excludes both contractual and non-contractual liability for the conduct of its auxiliary persons and for accidents and force majeure. The Buyer cannot

assert any indirect losses, consequential losses, third-party losses or lost profit against Hager AG. Hager AG will also not be liable for the selection or use of the products by the Buyer.

This regulation is exhaustive and replaces in particular all statutory warranty claims.

12. Discontinuation

Hager reserves the right to discontinue products (or product components) at the end

- of the guarantee or warranty period pursuant to section 11.1 and/or
- of the service life indicated by Hager.

Hager will announce the discontinuation in good time, but not later than 12 months in advance, so that the Buyer still has the opportunity to order. Expenses arising through the discontinuation of products (or product components) shall be borne by the Buyer.

13. Returns

13.1 Requirements

13.1.1 Goods supplied by Hager AG may only be taken back or exchanged with the prior consent of Hager AG and subject to the following requirements:

13.1.2 The goods must be returned in clean, blank original packaging with intact seals. The shipping date for the corresponding products must be no more than 12 months previously. The article must not show any signs of use. It may be neither parametrised nor programmed. If an examination by Hager AG indicates that one of these requirements has not been met, Hager AG may at its discretion refuse to take the goods back or make a deduction from the refund.

13.1.3 The Buyer can only return custom-made products with the consent of the field sales organisation and the project planning department of Hager AG, stating the project name and observing the other requirements. The costs of return shall be borne by the Buyer. Hager AG may at its discretion refuse to take goods back, stating the reason.

13.2 Procedure

13.2.1 The Buyer must notify Hager AG of the return by telephone or email before shipping the goods. Hager AG may at its discretion, particularly in the case of stock clearance, require that the goods being returned are inspected on the Buyer's premises by a person designated by Hager AG. If the Buyer fails to fulfil its duties of cooperation in this regard or returns the goods without inspection, it will lose all rights to a refund.

13.2.2 The Buyer shall enclose with the return shipment a fully completed returns form stating the returns number communicated by Hager AG. The returns form can be downloaded from the website www.hager.ch or requested from Hager AG by telephone or email.

13.2.3 A handling fee of CHF 50.00 will be charged for return shipments without a fully completed returns form or with an incomplete returns form. Generally Hager AG will contact the Buyer in order to obtain the missing information. If no feedback is received from the Buyer within 30 days of dispatch, Hager AG will dispose of the return shipment at the expense of the Buyer and all claims to a refund will lapse. Return shipments that are not notified, not postmarked or not attributable to a sender will not be accepted.

13.3 Method of payment

13.3.1 Hager AG will only pay for return shipments from a value of CHF 100.00. Payment will be made in the form of a credit note on the relevant customer account.

13.3.2 The full purchase price will only be refunded in the case of proven incorrect delivery (i.e. the products delivered do not correspond to the products ordered) by Hager AG. The goods must be returned in clean, blank original packaging with intact seals.

14. Data protection

Hager undertakes to comply with the Swiss Data Protection Act (DSG) and the EU GDPR, to implement the appropriate technical and organisational measures and to guarantee the security, confidentiality, integrity and availability of the particular data. Hager's general data protection policy can be found on the website www.hager.ch/datenschutz

15. Written form

Agreements deviating from these GTCs must be made in writing, whereby email correspondence will be deemed equivalent to written form.

16. Place of performance

The place of performance for payments is the registered office of Hager AG, for deliveries the Hager AG works in Emmenbrücke.

17. Severability

Should individual provisions of these GTCs be ineffective or unenforceable or become ineffective or unenforceable after the contract has been concluded, this shall be without prejudice to the effectiveness of the contract and the other provisions of these GTCs. In this case the ineffective or unenforceable provision shall be interpreted or amended such that the purpose intended by the provision is achieved to the greatest extent possible.

18. Amendments to the GTCs

These GTCs can be unilaterally amended in whole or in part at any time. The Buyer will be informed in suitable manner of changes and amendments after conclusion of the contract that may be detrimental to it. If the Buyer does not reject the changes and amendments by written notification to Hager AG within 30 days of receipt, they will be deemed acknowledged. The new GTCs will replace the previous GTCs in their entirety.

19. Applicable law and place of jurisdiction

19.1 Swiss law shall be applicable to the legal relationship between Hager AG and the Buyer, to the exclusion of the conflict rules pursuant to Swiss international private law as well as the United Nations Convention on the International Sale of Goods (CISG).

19.2 The sole place of jurisdiction for all disputes arising from or in connection with legal relationships between Hager AG and the Buyer shall be the registered office of Hager AG.

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