

1 Scope, offer, conclusion of contract

1.1 These general terms and conditions of contract apply to the sale of machines, plants and technical equipment (hereinafter referred to as "plants and equipment") of Aerne Engineering AG (hereinafter referred to as "AERNE") as well as services and engineering provided within the scope of a project, installation, commissioning, maintenance or repair (hereinafter referred to as "services"). Deviating terms and conditions of business of contractual partners shall only be recognised insofar as they do not contradict these terms and conditions of business in terms of content and do not extend the statutory rights of the customer to the detriment of AERNE. This shall also apply if AERNE does not expressly contradict deviating terms and conditions of its contractual partner or carries out deliveries without contradiction.

1.2 Offers made by AERNE are subject to change without notice unless expressly marked as a binding offer. Written and verbal orders and other agreements as well as verbal subsidiary agreements and assurances shall only become effective and binding upon written confirmation by AERNE. In the event of immediate delivery, the order confirmation may be replaced by the shipment of the goods. The contractual obligations result exclusively from the written contractual documentation.

1.3 The respective applicable special contractual conditions are enclosed with each offer and each order confirmation. The GTC can be accessed at any time via www.aerne-ag.ch.

2 Terms of payment, prices

2.1 Payments for plant and equipment shall become due* upon receipt of the invoice prior to delivery of the goods. A payment agreement deviating from this can only be made between the parties in writing. In all cases, AERNE is entitled to make the shipment or delivery of unpaid goods conditional on the provision of security, such as the issue of an irrevocable and confirmed letter of credit or the provision of a bank guarantee by an internationally recognised bank. There is no obligation to hand over the goods to the customer prior to receipt of the requested collateral.

2.2 Payments for the services are due* upon receipt of the invoice after completion of the commissioned work. If Services are provided abroad, AERNE may, at its discretion, require either advance payment of the expected service fee or a bank guarantee in the same amount.

2.3 Unless otherwise stated in the order confirmation, quoted prices are ex works from our location in Arbon, Switzerland or, insofar as goods are shipped by agreement from another licensed production facility, the prices are ex works from the corresponding production facility. The ex works price does not include costs for packaging and shipping. Service work shall be charged at the agreed, current daily rate. In addition, travel costs incurred will be invoiced as expenses. The Client shall be obliged to bear the additional costs for on-site accommodation, continental meals and on-site transport as well as all ancillary costs in a reasonable amount incurred on site or on arrival or departure.

2.4 Offsetting by the Client is only possible if its counterclaims have been legally established, are undisputed or have been recognised in writing by AERNE.

3 Transfer of risk

Unless otherwise agreed in writing, the benefit and risk of the deliveries shall pass to the customer upon dispatch ex works. If the dispatch of the goods is delayed at the request of the customer or if a delay occurs due to circumstances for which the customer is responsible, the transfer of risk shall take place from the time originally scheduled for the dispatch of the goods. From this point in time, the goods are deemed to be stored for the customer at the customer's risk.

4 Warranty and liability

4.1 The terms and conditions of contracts for work and services and submissions as well as any special, product-specific "AERNE" terms and conditions of delivery shall apply to the scope and temporal validity of the warranty. The provisions of the Swiss Code of Obligations shall apply in a subsidiary manner. For purchased parts, mechanical, electrical or hydraulic components as well as glass deliveries and surface treatment, AERNE only guarantees to the extent of the guarantees granted by the supplier/sub-supplier, but for a maximum of 12 months. The prerequisite for the guarantee is compliance with any treatment, maintenance and cleaning instructions of the manufacturer. In particular, the following provisions generally apply to all deliveries and assembly work:

The technical data to be guaranteed shall be specifically defined. All other data are to be understood as guide values. Excluded from the guarantee are damages caused by force majeure; system concepts and designs that do not correspond to the relevant state of the art. Also excluded from the warranty are parts and operating materials that are subject to natural wear (seals, lubricants, etc.). AERNE fulfils the warranty obligations by repairing defective parts free of charge or providing spare parts free of charge to the installation site of the system, at its own discretion. The response time is usually 1 working day. In addition, AERNE does not assume any further obligations, in

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The technical data to be guaranteed shall be specifically defined. All other data are to be understood as guide values. Excluded from the guarantee are damages caused by force majeure; system concepts and designs that do not correspond to the relevant state of the art. Also excluded from the warranty are parts and operating materials that are subject to natural wear (seals, lubricants, etc.). AERNE fulfils the warranty obligations by repairing defective parts free of charge or providing spare parts free of charge to the installation site of the system, at its own discretion. The response time is usually 1 working day. In addition, AERNE does not assume any further obligations, in particular not for

replacement costs, compensation for damages, costs for determining the causes of damage, expert opinions, consequential damages (interruption of operations). These warranty obligations are only valid if AERNE is informed in good time of any damage that has occurred.

4.2 The warranty expires if the customer or third parties make changes or repairs to the delivery without the written consent of AERNE. The warranty also expires in the event of a defect caused by manipulation or operating errors after a signed commissioning report, maintenance errors or lack of maintenance, operation by untrained or un instructed personnel or outside companies, energy and air supply outside the specifications. The replacement of wear parts shall be carried out in accordance with the list in the documentation provided. It is the responsibility of the customer to ensure that the boundary conditions are created for normal performance of the performance verification. Training of the operating personnel after final acceptance is subject to a charge.

4.3 The limitation period for warranty claims is 12 months calculated from the signed commissioning report or at the latest 30 days from the date of delivery.

4.4 AERNE accepts no liability for the installation site of the system. The maximum floor load as well as special vibration insulations must be communicated independently by the customer before conclusion of the contract.

4.5 Is a plant, machine or system developed or developed and built by Aerne Engineering AG on behalf of the customer not released or accepted by the customer, the accepted by the customer, the customer may not put it into and thus not produce any parts/components, assemble, test, etc. (no intended operation). operation). If the customer nevertheless puts the plant, machine or assembly is nevertheless put into operation, Aerne Engineering Engineering AG cannot be held liable for any resulting damage (parts/components, damage to the plant, etc.) nor for damage to the plant, etc.) nor for consequential damage. be held liable.

5 Retention of title

5.1 The goods remain the property of AERNE until full payment has been made. The customer is not entitled to sell or encumber delivered products without written consent before full payment for the goods has been made.

5.2 Layout and design drawings remain the intellectual property of AERNE and may not be disclosed to third parties without its written consent.

6 Packaging and shipment

6.1 If AERNE undertakes to ship goods to the customer, the goods shall be shipped in appropriate packaging. The goods shall be shipped with transport insurance cover. The costs of shipment as well as insurance, if any, shall be charged to the Buyer in addition to the ex-works price.

6.2 Insofar as AERNE undertakes to ship the goods abroad, AERNE shall ensure compliance with the statutory export regulations. Compliance with import and transit regulations is the responsibility of the customer.

6.3 Insofar as machines are unsuitable for shipment due to oversize, AERNE is entitled to ship machines in individual components.

7 Assembly, installation and commissioning of machines

7.1 Unless included in the sales offer, the scope of services does not include the assembly and installation of plant and equipment at the customer's premises. Damage to systems and equipment caused by improper installation or due to non-compliance with installation instructions shall lead to the exclusion of warranty claims to the extent that the systems and equipment were damaged by the improper execution of the installation or the deviation from the installation instructions.

7.2 Insofar as AERNE is commissioned to supervise the commissioning of plant and equipment at the customer's premises, AERNE's responsibilities include the following activities: a) checking that the buyer has installed the plant correctly; b) checking that the specifications of the supply connections are in accordance with the minimum specifications of the plant; c) supervising the start-up of the plant; and d) instructing the responsible employees with regard to the use of the plant, regular maintenance and servicing, as well as regularly checking the functional efficiency of the plant.

8. use for advertising purposes Without a written statement from the customer, AERNE reserves the right to use the machines, equipment, etc. produced for advertising purposes without naming the customer and without mentioning the order details.

9 Applicable law and place of jurisdiction

9.1 Unless otherwise specifically agreed in writing, Swiss law shall apply to all deliveries and assembly work in Switzerland and abroad. Any foreign mandatory regulations to the contrary must be specifically designated in the relevant contracts.

9.2 For all legal disputes between the customer and AERNE, irrespective of the grounds on which they arose, the place of jurisdiction shall in any case be Arbon. Swiss law and the place of jurisdiction of AERNE shall also apply to purchases made by AERNE.

Status: May 2019. AERNE reserves the right to make changes to these GTC at any time without prior notice. The current GTC are available on the homepage.

Model "aerne service" has separate regulation