

## General Terms and Conditions (AGB) of Aerne Engineering AG

FO-089 - 15 February 2024

### 1 Scope of application, offer, conclusion of contract

- 1.1 These general terms and conditions apply to the sale of machines, systems and technical equipment (hereinafter "systems and equipment") of Aerne Engineering AG (hereinafter "\_ae") as well as services and engineering provided as part of a project, installation, commissioning, maintenance or repair (hereinafter "service"). Services"). Deviating terms and conditions of business of contractual partners shall only be recognised insofar as they do not contradict the content of these terms and conditions of business and do not extend the customer's statutory rights to the detriment of \_ae. This shall also apply if \_ae does not expressly object to deviating terms and conditions of its contractual partner or carries out deliveries without objection.
- 1.2 Offers from \_ae are non-binding unless expressly labelled as a binding offer. Written and verbal orders and other agreements as well as verbal collateral agreements and assurances shall only become effective and binding upon written confirmation by \_ae. In the event of immediate delivery, the order confirmation may be replaced by the dispatch of the goods. The contractual obligations arise exclusively from the written contractual documentation.
- 1.3 The applicable special contractual terms and conditions are enclosed with every offer and every order confirmation. The GTC can be accessed at any time at [www.aerne-ag.ch](http://www.aerne-ag.ch).

### 2 Terms of payment, prices

- 2.1 Payments for systems and equipment are 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 \_ae is entitled to make the dispatch or handover of unpaid goods dependent 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 before receipt of the required securities.
- 2.2 Payments for services are due upon receipt of the invoice after completion of the commissioned work. If services are provided abroad, \_ae may, at its own discretion, demand either advance payment of the expected service fee or a bank guarantee for the same amount.
- 2.3 Unless otherwise stated in the order confirmation, the prices quoted are ex works from our location in Arbon, Switzerland or, if goods are dispatched from another licensed production facility by arrangement, the prices are ex works from the relevant production facility. The ex works price does not include any costs for packaging and packing.

the dispatch. Services are charged at the agreed, current daily rate. In addition, any travelling costs incurred will be invoiced as expenses. The client is obliged to bear the additional costs for accommodation on site, for continental meals and for transport on site as well as all ancillary costs of a reasonable amount incurred on site or on arrival or departure.

- 2.4 Offsetting by the customer is only possible if its counterclaims have been legally established, are undisputed or have been recognised in writing by \_ae.

### 3 Transfer of risk

- 3.1 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 customer's request 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 intended 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 subcontracts as well as any special, product-specific terms of delivery of \_ae shall apply to the scope and temporal validity of the warranty. The provisions of the Swiss Code of Obligations shall apply on a subsidiary basis. For purchased parts, mechanical, electrical or hydraulic components as well as glass deliveries and surface treatment, \_ae only guarantees to the extent of the guarantees granted by the supplier/subcontractor, but for a maximum of 12 months. The warranty is conditional on compliance with any handling, maintenance and cleaning instructions provided by the manufacturer. In particular, the following provisions apply to all deliveries and assembly work in general:

The technical data to be guaranteed must be specifically defined. All other data are to be understood as reference 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 guarantee are parts and operating materials that are subject to natural wear and tear (seals, lubricants, etc.). \_ae shall fulfil its warranty obligations by repairing defective parts free of charge at its own discretion or by providing replacement parts carriage paid to the installation site of the system. The response time is usually one working day.

In addition, \_ae assumes no further obligations, in particular not for replacement costs, compensation, costs for determining the causes of damage, expert opinions and/or consequential damage (business interruptions). These warranty obligations

are only valid if \_ae is informed in good time of any damage that has occurred.

- 4.2 The warranty shall lapse if the customer or a third party makes changes or repairs to the delivery without the written consent of \_ae. The warranty is also void in the event of a defect caused by manipulation or operating errors after the signed commissioning protocol, maintenance errors or lack of maintenance, operation by untrained or uninstructed personnel or external companies or energy and air supply outside the specifications. Wearing parts shall be replaced 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 the normal execution 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 from the date of the signed commissioning report or 30 days from the date of delivery at the latest.
- 4.4 \_ae accepts no liability for the installation site of the system. The maximum floor load and special vibration insulation must be notified independently by the customer before the contract is concluded.
- 4.5 If a system, machine or assembly developed and built by \_ae on behalf of the customer has not been approved or accepted by the customer, the customer may not put it into operation and therefore may not produce, assemble, test, etc. any parts/components. (no operation as intended). If the customer nevertheless puts the system, machine or assembly into operation, \_ae cannot be held liable for any resulting personal injury or property damage (parts/components, damage to the system, etc.) or for consequential damage.

## 5 Retention of title

- 5.1 The goods shall remain the property of \_ae until full payment has been made. The customer is not authorised to sell or encumber delivered products without written consent until the goods have been paid for in full.
- 5.2 Layout and design drawings, as well as electrical diagrams and software, remain the intellectual property of \_ae and may not be passed on to third parties without its written consent.

## 6 Packaging and dispatch

- 6.1 If \_ae undertakes to dispatch goods to the customer, the goods shall be dispatched in appropriate packaging. The goods shall be dispatched with transport insurance cover. The costs of despatch and, where applicable, insurance shall be charged to the buyer in addition to the ex works price.
- 6.2 If \_ae undertakes to ship the goods abroad, \_ae shall ensure compliance with the statutory export regulations. Compliance with import and transit regulations is the responsibility of the customer.
- 6.3 Where machines are oversized for transport by lorry, rail or shipment, they must be

are unsuitable, \_ae is authorised to dispatch machines in individual components.

## 7 Construction, installation and commissioning of systems

- 7.1 Unless included in the sales offer, the assembly and installation of systems and equipment at the customer's premises is not included in the scope of services. Damage to systems and equipment caused by improper installation or due to non-compliance with installation instructions shall result in the exclusion of warranty claims to the extent that the systems and equipment were damaged due to improper installation or deviation from the installation instructions.
- 7.2 If \_ae is commissioned to supervise the commissioning of systems and equipment at the customer's premises, \_ae's areas of responsibility include the following activities:
- Check whether the buyer has installed the systems correctly;
  - Check whether the specifications of the supply connections are in accordance with the minimum specifications of the system;
  - Monitoring the start-up of the systems; and
  - instructing the responsible employees with regard to the use of the systems, regular maintenance and servicing, as well as regular checks on the functionality of the systems.

## 8 Use for advertising purposes

- 8.1 Without a written statement from the customer, \_ae reserves the right to use the machines, systems etc. produced for advertising purposes without naming the customer and without giving details of the order.

## 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. Foreign mandatory provisions to the contrary must be specifically stated in the corresponding contracts.
- 9.2 The place of jurisdiction for all legal disputes between the customer and \_ae, irrespective of the grounds on which they have arisen, shall in all cases be Arbon. Swiss law and the place of jurisdiction of \_ae shall also apply to purchases made by \_ae.

FO-089 - 15 February 2024, Aerne Engineering AG

\_ae reserves the right to make changes to these GTC at any time without prior notice.

### Bank details

Thurgauer Kantonalbank, Arbon  
CHF IBAN: CH89 0078 4122 0427 6790 9  
EUR IBAN: CH82 0078 4000 5000 1990 1

VAT no.: CHE-105.502.545 VAT