

GENERAL TERMS AND CONDITIONS OF APASWISS AG (CHE-330.002.181)

VALID FROM 01.11.2023

1. Scope

1. The following General Terms and Conditions (GTC) apply to all contracts, deliveries and services between APASWISS AG (Swiss stock corporation with its registered office in 6343 Rotkreuz, under the company number CHE-330.002.181) and the customers.
2. Any conditions of the customer that conflict with or deviate from these General Terms and Conditions will not be recognized unless APASWISS AG has expressly agreed to their validity in writing.

2. Conclusion of contract

1. The offers from APASWISS AG are subject to change and non-binding.
2. A contract is only concluded when APASWISS AG confirms the customer's order in writing through an order confirmation or carries out the delivery or service.

3. Prices

1. All prices are in Euros and correspond to the current price at the time of the order. In exceptional cases, other currencies can be agreed.
2. The prices are net plus VAT and any import duties.

4. Terms of payment and retention of title

1. Payment of the purchase price, services and expenses is normally made in accordance with the agreed payment plan, which is described in the order confirmation. Unless otherwise agreed, the payment deadline is 10 working days after receipt of the invoice.
2. The goods remain the property of APASWISS AG until full payment has been made, even if the product is already in use by the customer.

5. Delivery and shipping

1. Delivery takes place from the warehouse of APASWISS AG or the supplier of APASWISS AG.
2. The risk passes to the customer as soon as the goods leave the warehouse of APASWISS AG or the partner.

6. Performance and place of performance

1. All services due are described in the order confirmation.
2. The place of performance is specified in the order confirmation.
3. Travel expenses must be reimbursed by the customer unless otherwise agreed. The amount of expenses is calculated in accordance with the APASWISS expense regulations.

7. Right of withdrawal and returns

1. The customer has a right of withdrawal in accordance with the statutory provisions.
2. Returns are only possible with the prior written consent of APASWISS AG.
3. The customer bears the costs of the return.
4. A refund of the purchase price will be made after inspection and receipt of the product within 10 working days.

8. Liability

1. APASWISS AG is only liable for damage caused by intent or gross negligence. The maximum liability amount is limited to EUR 100,000, unless the law defines other mandatory conditions.
2. Liability for minor negligence is excluded provided that no contractual obligations have been grossly violated. The maximum liability amount is limited to EUR 10,000.
3. APASWISS AG is not liable for loss of earnings or other damages that arise as a result of late delivery.

9. Warranty

1. APASWISS AG offers a 24-month warranty on services for private customers and 12 months for commercial customers.
2. If a product manufacturer offers different warranties for the products delivered, these will apply.

10. Final provisions

1. The law of the Swiss Confederation applies exclusively to contracts between APASWISS AG and the customer .
2. The place of performance and place of jurisdiction is the headquarters of APASWISS AG (6343 Rotkreuz, Switzerland).
3. If individual provisions of this contract are or become ineffective, the validity of the remaining provisions remains unaffected.
4. If these General Terms and Conditions are translated into other languages, the agreement in German applies in the event of any deviations.

Signature APASWISS AG



October 29, 2023

Urs Tanner Board of Directors