

General Terms and Conditions ("GTC")

July 2025

1. Validity

These General Terms and Conditions (also referred to as "Terms and Conditions of Sale and Delivery") apply to the entire business relationship between the customer and Exista AG. Upon conclusion of a contract between the customer and Exista AG, these General Terms and Conditions become an integral part of the contract. Amendments to these General Terms and Conditions or deviating general terms and conditions are only effective if Exista AG agrees to them in writing.

2. Conclusion of Contract and Scope of Services

A legally valid contract is concluded upon acceptance of the offer or, in the absence thereof, upon issuance of the order confirmation by Exista AG. Prior to this, Exista AG is not bound by any contractual obligations.

The order confirmation is decisive for the scope and execution of the agreed products and services. Services that are not expressly provided for in the order confirmation, specifically documentation, programming, customizing, installation, commissioning, training, and application support, are not included in the scope of services.

Over- and under-deliveries of up to 10% of the ordered quantity are permissible. Partial deliveries are also permissible.

Changes to the agreed scope of services are only binding if Exista AG agrees to the change in writing or in a new order confirmation.

3. Customer Obligation to provide Information

The customer is asked to inform Exista AG timely of any special technical circumstances and of any statutory, official, or other private-law or sovereign regulations at the destination, insofar as these are relevant to the proper performance of the contract by Exista AG.

4. Documentation

In case the documentation is not included in the scope of services, the customer can order it separately against payment of expenses.

If the customer requests documentation in special formats or languages that are not available, this service will be agreed and invoiced separately.

Deviations in the documentation relating to the delivered product or service provided, namely in descriptions and illustrations, are permissible provided that the documents fulfill their purpose.

5. Intellectual Property

Unless otherwise specified in the license terms, the customer and its customers only have the right to use the software, work results, know-how, data carriers, and documentation provided with the corresponding product, but not to sell, distribute, reproduce, expand, or modify them independently.

Ownership and the right to further use remain with Exista AG or its licensors, even if the customer subsequently modifies the software, work results, or know-how records.

The customer shall take the necessary measures to protect software, work results, and documentation from unauthorized access or misuse by unauthorized persons.

The customer may produce necessary backup copies. They must be labeled accordingly and stored separately and securely.

6. Place of Fulfillment

Unless otherwise agreed in writing, **goods** shall be delivered in accordance with the **FCA** ("Free Carrier") delivery clause **ex works or warehouse of Exista AG, Switzerland (Incoterms® 2020)**. Upon handover of the goods to the carrier designated by the customer at the agreed location, the benefits and risks shall pass to the customer. Exista AG shall be responsible for export customs clearance; all other transport costs, risks, import duties, and customs duties shall be borne by the customer.

For **services**, the **customer's place of business** shall be deemed the place of fulfillment, unless another place has been expressly agreed or arises from the nature of the transaction.

If Exista AG provides services at a location other than that specified in this Section 6 at the customer's request, the customer shall reimburse Exista AG for travel and accommodation expenses and any other additional costs incurred.

If the place of fulfillment is not clearly specified in the contract or evident from the nature of the transaction, the registered office of Exista AG shall be deemed the place of fulfillment.

7. Packaging, Shipping, and Customs Clearance

Unless otherwise agreed, Exista AG will organize the shipment of goods on behalf of and for the account of the customer at the customer's request. Shipment will be made by post, courier service, or freight forwarder. The transfer of risk is governed by the agreed delivery clause in accordance with Incoterms®2020, in particular FCA.

Packaging costs will be invoiced separately. Exista AG uses standard commercial transport packaging; special packaging (e.g., export packaging, ESD, crates, pallets) will be charged additionally at cost or at a flat rate.

Exista AG will take care of export customs clearance if it's required by contract. Any import duties, customs fees, and other import formalities are the customer's responsibility.

Transport damage or losses must be reported by the customer to the respective transport company immediately upon receipt.

8. Use of Products and Services

The customer is responsible for the use of the products and services and their combination with other products, namely with IT or electrical devices and systems. In doing so, the customer must exercise the necessary care and observe all instructions provided by the manufacturer and Exista AG.

The customer is obliged to pass on all information relevant to safety to users in a suitable form.

9. Disposal

The customer shall dispose of the delivered products after use at its own expense or transfer this disposal obligation to its customers.

The customer releases Exista AG from all disposal obligations, namely from any obligation to take back goods, from disposal costs, and from corresponding claims by third parties.

10. Due Dates

Binding delivery dates will be specified in the order confirmation wherever possible and exclusively in the order confirmation. Such dates shall be extended appropriately, specifically

- a) if Exista AG does not receive the information it requires for execution in a timely manner, or if the customer subsequently changes this information;
- b) if the customer is behind schedule with the work they are required to perform or is in default with the fulfillment of their contractual obligations, in particular if they do not comply with payment terms;
- c) if obstacles arise that are beyond the control of Exista AG, such as natural disasters, mobilization, war, riots, epidemics, pandemics, accidents and illness, significant operational disruptions, labor disputes, delayed or faulty deliveries, and official measures.

11. Inspection and Notification of Defects or Shortcomings

Unless a special acceptance procedure has been agreed, the customer shall inspect all products and services themselves.

The customer shall inspect the delivered products immediately upon receipt with regard to identity, quantity, transport damage, and accompanying documents. The customer shall also inspect the products and services for further defects as soon as possible. Any defects or shortcomings must be reported in writing within 7 days of discovery.

12. Warranty

Exista AG guarantees that it exercises the necessary care and that its products and services fulfill the promised characteristics.

The warranty does not cover faults and malfunctions for which Exista AG is not responsible, such as natural wear and tear, force majeure, improper handling, interference by the customer or third parties, excessive strain, unsuitable operating materials, malfunctions

caused by other machines and systems, unstable power supply, special climatic conditions, or unusual environmental influences.

In the event of defects, the customer must grant Exista AG a reasonable grace period to remedy the defect (at Exista AG's discretion, either by repair or replacement). For this purpose, and if necessary, Exista AG must be granted free access to the relevant premises. Disassembly, assembly, transport, packaging, travel, and accommodation costs shall be borne by the customer. Products sent in for repair must be returned to Exista AG with a completed RMA slip (Return Merchandise Authorization or return number). The slip can be downloaded at service@exista.ch requested or be retrieved [here](#). Replaced parts become the property of Exista AG. The customer is not entitled to withhold payment due to defects.

If the defect cannot be remedied or if Exista AG considers it impossible to remedy, the customer is entitled to a reasonable price reduction. The customer may only declare the contract void if acceptance of the products or services is unreasonable.

The warranty period is 12 months in general.

13. Limitation of Liability

Exista AG shall be liable for damage that can be proven to have been caused to the customer as a result of intent or gross negligence on the part of Exista AG.

Exista AG accepts no liability whatsoever for the conduct of auxiliary persons, whether intentional or negligent.

14. Orders / Frame Contracts

The customer is obliged to accept the ordered goods.

If the parties have set a period for delivery dates within which the customer can call off the goods, the customer must purchase the products by the last day at the latest. If the information necessary for calculating the period is missing, the date of conclusion of the contract shall be assumed.

If the customer does not collect the products in good time, Exista AG may set a reasonable deadline for them to do so. If the products are not collected within this period, Exista AG may deliver the products to the customer without being requested to do so and claim damages in addition to the price.

15. Expenses related to Repairs

If Exista AG prepares an inspection report and it turns out that there is no warranty obligation, for example because there is no defect or the warranty obligation does not apply for other reasons, Exista AG will charge the customer a fee of CHF 200 per device (contribution towards expenses).

16. Prices and Terms of Payment

Unless otherwise stated, prices are in Swiss francs and exclude value added tax, duties, customs, transport, packaging, insurance, permits, certifications, installation, commissioning, training, and application support. They are payable net within 30 days of the invoice date.

If the customer causes delays in the execution of the contract, Exista AG may adjust the prices accordingly.

The customer may only offset counterclaims with the written consent of Exista AG.

If the customer fails to meet the payment deadline, they shall be liable to pay default interest of five percent per annum from the due date without a reminder being issued.

In the event of late payment, Exista AG is entitled to

- a) to declare that all claims arising from the business relationship with the customer, even if they do not originate from the same legal relationship, become due immediately;
- b) set the customer a reasonable grace period for all payments due and, if the customer does not pay the entire amount due within this period, declare the contracts terminated and reclaim the delivered products and services and demand compensation for damages, without prejudice to other rights in default;
- c) make the further performance of services (including the rectification of defects), even if they do not arise from the same legal relationship, dependent on suitable securities from the customer, including advance payment.

17. Transfer of Benefits and Risks

Unless a different delivery clause has been expressly agreed in accordance with Incoterms®2020, the benefits and risks shall pass to the customer at the latest when the goods are ready for collection or dispatch. This also applies if the delivery is organized or accompanied by Exista AG.

If a delivery clause is agreed in accordance with Incoterms®2020 (e.g. FCA, DAP, DDP, FOB), the provisions defined therein regarding the transfer of risk shall apply.

In particular, for deliveries in accordance with **FCA (Free Carrier)**, the risk is transferred to the customer upon handover of the goods to the designated carrier at the agreed location.

If shipment is delayed or rendered impossible for reasons beyond Exista AG's control, the risk shall pass to the customer at the time the goods are ready for shipment. In this case, Exista AG shall be entitled to store the goods at the customer's expense and risk or to take appropriate measures to secure them.

18. Data Protection

We process personal data in accordance with the provisions of our [Data Protection Policy](#) within the limits permitted by law, insofar as it is necessary for the conduct of business.

19. Confidentiality

Both parties undertake, on behalf of themselves and their employees, not to disclose to third parties any information from the other party's business that is neither generally accessible

nor generally known, and to make every effort to prevent third parties from accessing such information. However, each party may continue to use knowledge acquired in the course of business in its traditional activities.

20. Embargo Act and Sanctions Regulations

By entering into a legally binding contract, the customer assures Exista AG that customer complies with the regulation [SR 946.231.176.72](#) (Ordinance on Measures in Connection with the Situation in Ukraine – Embargo Act) of the Swiss Confederation and the provisions of Article 12g of EU Regulation 833/2014 (Russia embargo, current status).

21. Severability Clause

If, for any reason, one or more provisions of these General Terms and Conditions are or become invalid in whole or in part, the remaining provisions shall remain unchanged. In place of the invalid provision, a valid provision shall be deemed to have been agreed that comes closest to the economic purpose of the invalid provision. The same applies in the event of a loophole.

22. Choice of Law and Place of Jurisdiction

This legal relationship is governed by Swiss substantive law, excluding conflict of laws provisions and the Vienna Sales Convention.

The place of jurisdiction is the registered office of Exista AG.

Exista AG may also bring legal action before the court at the customer's place of business.