



## **General Terms and Conditions for the Sale of Measuring Devices**

through CRT Cleanroom-Technology AG, Langackerstrasse 1, CH-4332 Stein AG

### **I. Scope**

(1) These General Terms and Conditions of CRT Cleanroom-Technology AG (hereinafter "CRT AG") apply exclusively to the sale of measuring devices. Any terms and conditions of the Purchaser (hereinafter referred to as the "Purchaser") that conflict with or deviate from these terms and conditions shall not be recognised by CRT AG, subject to the express written approval of a member of the management of CRT AG. Individual agreements shall remain unaffected by the above provisions.

(2) These terms and conditions shall only apply in commercial business transactions with companies and/or entrepreneurs.

(3) These terms and conditions shall also apply to ongoing or future business transactions between CRT AG and the same Purchaser, provided that these GTCs have been contractually incorporated in advance. In addition, reference is made to the GTCs on the individual order confirmations for the respective purchase of a measuring device.

(4) Additional, amendments or supplementary agreements to/from these terms and conditions require the written confirmation of CRT AG. This also applies to a waiver of this written form requirement.

### **II. Assignment of Contract**

(1) The assignment of the rights and/or the transfer of the obligations of the purchaser under the contract are not permitted without the written consent of CRT AG.

(2) CRT AG does not deliver to commercial resellers.

### **III. Quotation / Quotation Documents**

(1) Offers from CRT AG are non-binding. In the case of individual orders, the Purchaser receives a written order confirmation from CRT AG after receipt of the order. The contract does not come into force until the confirmation of order has been sent. The order confirmation is definitive for the content of the contract (in particular the mutual service obligations).

(2) CRT AG expressly reserves the property rights and copyrights to the text versions, illustrations, drawings, calculations and other documents which the Purchaser obtains access to within the framework of the execution of the contract. Disclosure of such documents to third parties requires the express written consent of CRT AG. Subject to any written agreement to the contrary, CRT AG shall grant the Purchaser a simple, non-transferable right of use to such documents solely within the scope of the purpose of the contract.



(3) CRT AG reserves the right to make design changes as well as deviations in the colour shades of the object of purchase even after the order confirmation has been sent, provided that these changes do not contradict either the order confirmation or the Purchaser's specification, or provided that the object of the contract and its appearance do not suffer any loss of quality or other unreasonable changes for the Purchaser as a result.

(4) The contractual delivery shall be subject to the timely delivery of the object of the contract by the product manufacturer. CRT AG shall notify the Purchaser immediately of any unavailability of the goods occurring after the conclusion of the contract. Payments already made by the Purchaser shall be refunded immediately if the Purchaser withdraws from the contract. The liability of CRT AG for damages is excluded.

#### **IV. Prices/Conditions of Payment**

(1) Unless otherwise stated in the order confirmation, prices are ex works or ex warehouse excluding packaging, shipping, freight, postage, customs and insurance costs; these items shall be invoiced separately or shown separately on the invoice.

(2) The statutory value added tax is not included in the prices; it will be shown separately on the invoice at the statutory rate on the day of invoicing.

(3) The installation of the equipment, training or similar additional costs are not included in the prices.

(4) The deduction of a discount requires a special written agreement (Skonto).

(5) Unless otherwise stated in the order confirmation, the total purchase price is to be settled within 30 days from the date of the invoice. In the event of default in payment, the legal consequences shall apply. The invoice will be sent separately to the Purchaser after receipt of the order confirmation.

(6) If after the conclusion of the contract there is a significant deterioration in the financial circumstances of the Purchaser which jeopardises the counterpart contribution claims of CRT AG, or if CRT AG learns of insufficient liquidity on the part of the Purchaser, or if the Purchaser has made false statements about their creditworthiness at the time of the conclusion of the contract, CRT AG shall be entitled, if there is an obligation for advance payment, to refuse/withhold its services until the counterpart contribution has been made or security has been provided for it. For this purpose, CRT AG shall set the Purchaser a reasonable deadline (max. 20 days) to provide the counterpart contribution or a security deposit. If the deadline expires unmet, CRT AG is entitled to withdraw from the contract. In this case, the right to assert claims for damages is expressly reserved.



## V. Delivery Period

(1) Delivery dates shall only be binding if they have been agreed in writing and expressly confirmed in writing by CRT AG and only in those cases in which compliance with the delivery date can be influenced by CRT AG. All claims resulting from the Purchaser resulting from delayed delivery due to influences beyond our control such as force majeure, strike, cessation of operations, production restrictions, damage to production facilities, delay in delivery or non-delivery cannot be claimed.

(2) Unless otherwise agreed in writing, the stated delivery dates are generally indicative. The actual delivery time depends on the product manufacturer. The commencement of the stated delivery time is subject to the clarification of all (technical) questions necessary for the execution of the contract by CRT AG. The (non-binding) delivery period shall be deemed to have been observed in any case if the delivery item has left the manufacturer's works or the warehouse by the expiry of the delivery period or if notification of readiness for dispatch has been given. Furthermore, the statutory consequences of default pursuant to Art. 102 et seq. of the Swiss Code of Obligations (OR) shall apply.

(3) If the Purchaser is in default of acceptance or culpably violates other obligations to cooperate, CRT AG shall be entitled to claim compensation for the damage incurred by it in this respect, including any additional expenses. CRT AG reserves the right to assert further claims or rights.

(4) Events of force majeure entitle CRT AG to postpone delivery for the duration of the impediment and a reasonable start-up period, or to withdraw from the contract completely or in part because of the part not yet fulfilled. The term force majeure includes strikes, lockouts or unforeseeable, unavoidable circumstances, e.g. operational disruptions, which make timely delivery impossible for CRT AG. This shall also apply if the aforementioned hindrances occur during the delay or at the sub-supplier. If a case of force majeure exists, the Purchaser may request CRT AG to declare within two weeks whether CRT AG intends to withdraw from the contract or to deliver within a reasonable period of grace. If CRT AG does not declare its intention, the Purchaser may withdraw from the contract. CRT AG shall notify the Purchaser immediately if a case of force majeure occurs.

## VI. Transfer of Risk/Packaging Costs/Transport Insurance

(1) Unless otherwise stated in the written order confirmation, delivery "ex works" is agreed. Unless otherwise agreed in writing, the place of delivery ex works of CRT AG is the warehouse of CRT AG, otherwise the registered office of the respective supplier plant of CRT AG.

(2) The risk of accidental loss or accidental damage of the goods shall pass directly to the Purchaser upon handover of the goods to the commissioned transport company. In the event of delays in dispatch for which the Purchaser is responsible, the risk shall pass to the Purchaser as soon as they have been notified that dispatch is ready.

(3) In the absence of a written agreement between the parties, the packaging and the choice of transport route and means of transport shall be at the discretion of CRT AG. At the express request of the Purchaser, CRT AG shall cover the delivery with transport insurance; the costs incurred in this respect shall be borne by the Purchaser.



## **VII. Acceptance**

(1) If the Purchaser fails to accept the goods upon delivery and if a reasonable period of time set by CRT AG for acceptance expires to no avail, CRT AG shall be entitled to exercise its statutory rights.

(2) In the event that the Purchaser fails to accept the purchased item in breach of their obligations, CRT AG shall be entitled to claim damages in the amount of 30% of the price of the purchased object. Deviations in the amount of damages shall only be made if the Purchaser can prove a lower loss or CRT AG can prove a higher loss.

## **VIII. Warranty**

(1) The assertion of claims for defects by the Purchaser presupposes that they have duly complied with their obligations to examine the goods and to give notice of defects in accordance with Art. 201 of the Swiss Code of Obligations (OR).

(2) Information on the object of the delivery/service shall not constitute a guarantee or warranted characteristics for the quality of the goods unless they are expressly designated as warranted characteristics.

(3) Excluded from the warranty are damages/defects to the sold product due to normal wear and tear, as well as damages/defects that have arisen due to faulty actions or omissions on the part of the Purchaser and their employees/agents as well as the transfer of risk. Furthermore, the warranty is excluded for defects which are based on non-compliance with the operating instructions or other specifications of the manufacturer (e.g. storage, shelf life).

(4) If the purchased goods are defective and the Purchaser has complied with their obligations to give notice of defects, CRT AG shall, depending on the individual case, either repair the purchased goods (rectification) or deliver new goods free of defects (replacement). The replaced defective products and parts shall become the property of CRT AG.

(5) If CRT AG fails to fulfil its warranty obligations within a reasonable period of time, or if a rectification of defects fails despite repeated attempts, the Purchaser shall be entitled to reduce the purchase price or to withdraw from the contract. In no case may claims be asserted for consequential damage caused by a defect.

(6) With regard to the limitation period for the assertion of claims for defects, Art. 210 para. 1 OR shall apply.

## **IX. Liability**

(1) In all cases in which CRT AG is obliged to pay damages or reimbursement of expenses on the basis of contractual or statutory claims, CRT AG shall only be liable for intentional or grossly negligent acts of the executive employees acting on its behalf and their vicarious agents. The strict liability of the product manufacturer under the Product Liability Act remains unaffected. Liability for the culpable



breach of essential contractual obligations (= obligations whose fulfilment makes the proper execution of the contract possible in the first place and on whose fulfilment the contractual partner may regularly rely) shall also remain unaffected; liability in this respect shall be limited to the foreseeable damage typical for the contract. A change in the burden of proof to the detriment of the Purchaser is not associated with the above provisions.

(2) To the extent that liability for damages against CRT AG is excluded or limited, this shall also apply with regard to the personal liability for damages of CRT AG's employees, representatives and vicarious agents.

#### **X. Retention of Title**

(1) CRT AG retains title to the goods until all payments resulting from the business relationship with the Purchaser have been received. In case of a running account, the retained title to the deliveries (reserved goods) shall serve as security for the balance due to CRT AG.

(2) In case of breach of contract by the Purchaser, in particular in case of default in payment, CRT AG is entitled to take back the goods. The taking back of the goods by CRT AG is equivalent to the withdrawal from the contract. After taking back the goods CRT AG shall be entitled to realise them, the proceeds of realisation - less reasonable costs of realisation - shall be credited against the Purchaser's liabilities.

(3) The Purchaser is obliged to treat the purchased item with care; in particular, they are obliged to insure it at their own expense against fire, water and theft damage for its replacement value. If maintenance and inspection work is required, the Purchaser must carry this out in good time at their own expense.

(4) CRT AG shall be notified immediately in writing in the event of seizure or other interventions by third parties against the Purchaser, provided that the purchased item is then in the possession of the Purchaser and the title has not yet passed to them.

(5) The Purchaser is not permitted to resell the reserved goods.

(6) The processing or transformation of the object of sale by the Purchaser shall always be carried out for CRT AG as long as the title to the object of sale has not yet passed to the Purchaser. If the object of purchase is processed with other objects not belonging to CRT AG prior to the transfer of ownership, CRT AG shall acquire co-ownership of the new object in proportion of the value of the object of purchase (final invoice amount, including value added tax) to the other processed objects at the time of processing. In all other respects, the same shall apply to the object created by processing as for the object of sale delivered under retention of title.

(7) If the object of sale is inseparably combined with other objects not belonging to CRT AG prior to the transfer of ownership, CRT AG shall acquire co-ownership of the new object in proportion of the value of the object of sale (final invoice amount, including value added tax) to the other combined objects at the time of combining. If combining takes place in such a way that the Purchaser's item is



to be regarded as the main item, it shall be deemed as agreed that the Purchaser transfers co-ownership to CRT AG on a pro-rata basis. The Purchaser shall keep the sole ownership or co-ownership thus created in safe keeping for CRT AG.

#### **XI. Final Clauses**

(1) Disputes arising from the present contractual relationship shall be governed exclusively by Swiss law. The place of jurisdiction is the court with jurisdiction at the registered office of CRT AG in Stein (AG).

(2) Should one or more clauses of these terms and conditions be invalid in whole or in part, this shall not affect the validity of the remaining contractual clauses. In this case, the invalid or void clause shall be replaced by a new, legally permissible clause which comes as close as possible to the invalid or void clause in terms of its economic effect. Should an invalid contractual clause not be subsequently corrected, it shall be replaced mutatis mutandis by a relevant statutory clause.

(3) The official language of negotiations, contracts and correspondence is German.

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