

General Terms and Conditions (GTC)
of VAKO-A.R.T. GBr
(Version: October 2025)

1. Scope of Application

These General Terms and Conditions (GTC) apply to all contracts, deliveries and services between **VAKO-A.R.T. GBr** (hereinafter referred to as “Supplier”) and its **business customers and trading partners** (hereinafter referred to as “Customer”) in Switzerland and abroad.

These GTC apply whenever the contract is concluded **in English**.

For contracts in German, the German version of the AGB shall apply.

Any terms or conditions of the Customer that differ from or supplement these GTC shall not become part of the contract unless expressly **accepted in writing** by the Supplier.

2. Conclusion of Contract

All offers made by the Supplier are **non-binding**. A contract shall only be deemed concluded once it has been **confirmed in writing** by the Supplier or upon **execution of the delivery**.

The Supplier reserves the right to make **technical modifications or product improvements**, provided these do not impair the intended function or performance.

3. Prices and Payment Terms

All prices are quoted, unless otherwise agreed, **EX WORKS (EXW according to INCOTERMS 2020)**, excluding packaging, freight, insurance, customs duties and applicable taxes.

Invoices are payable **within 21 days net** from the date of invoice.

In case of delayed payment, **interest at 5 % above the applicable base rate** shall apply.

The Supplier may issue **partial invoices** for partial deliveries.

4. Delivery and Transfer of Risk

Delivery periods commence on the date of the order confirmation, but not before receipt of all necessary documents and agreed payments.

Partial deliveries are permitted.

The **risk passes to the Customer** upon handover of the goods to the carrier, freight forwarder or any other person designated for shipment, even if delivery is made carriage paid.

If dispatch is delayed at the Customer's request, the risk transfers upon notification of readiness for shipment.

5. Retention of Title

All goods delivered remain the **property of the Supplier** until full payment has been received.

If the goods are resold, the Customer hereby assigns all resulting claims in the amount of the invoice value to the Supplier.

6. Warranty and Liability

The Customer must inspect the goods immediately upon receipt and **notify any defects in writing within 10 days**.

For justified claims, the Supplier shall, at its discretion, **repair or replace** the goods.

Claims for damages by the Customer – regardless of legal grounds – are excluded, unless based on **intent or gross negligence**.

The Supplier shall not be liable for **indirect, consequential or loss-of-profit damages**.

7. Product Liability

Mandatory statutory liability, particularly under the **Swiss Product Liability Act**, remains unaffected.

The Customer undertakes to use and distribute the products **strictly in accordance with technical specifications and instructions** provided by the Supplier or manufacturer.

8. Export and Import Regulations

Compliance with all relevant **export, import and customs regulations** is the sole responsibility of the Customer.

The Supplier reserves the right to **refuse delivery** if legal or regulatory export restrictions apply.

9. Withdrawal and Termination

The Supplier is entitled to withdraw from the contract if the Customer fails to meet payment obligations or insolvency proceedings are initiated against the Customer.

In such cases, the Supplier may invoice all costs incurred and services already rendered.

10. Intellectual Property

All technical documents, drawings, trademarks, patents and data remain the **intellectual property** of the Supplier.

Reproduction, disclosure or transfer to third parties is **strictly prohibited** without prior written authorisation.

11. Applicable Law and Jurisdiction

These GTC are governed exclusively by **Swiss law**, excluding the **United Nations Convention on Contracts for the International Sale of Goods (CISG)**.

The exclusive place of jurisdiction is the **registered office of VAKO-A.R.T. GBr in Switzerland**.

However, the Supplier reserves the right to bring legal action against the Customer at the Customer's principal place of business.

12. Final Provisions

Should any provision of these GTC be invalid or unenforceable, the validity of the remaining provisions shall remain unaffected.

The invalid provision shall be replaced by a valid one that most closely reflects its economic intent.

Language Clause:

This English version applies to all contracts concluded in English.

For contracts concluded in German, the German AGB shall prevail.
