

# General Terms and Conditions of Sale, Delivery and Payment of Negal Engineering AG

May 2025

## 1. General

- 1.1 These General Terms and Conditions of Sale, Delivery and Payment (hereinafter „GTC“) of Negal Engineering AG shall apply to all deliveries and services by Negal Engineering AG under exclusion of any conflicting terms and conditions.
- 1.2 These GTC are applicable and binding if Negal Engineering AG refers to them in the offer or in the contract, either by enclosure or by a link to the website of Negal Engineering AG (at: <https://www.negal.ch/>), where they can be consulted.
- 1.3 Other GTC, in particular those of customers and/or vendors shall only be binding if they have been expressly accepted by Negal Engineering AG in writing. By tacit acceptance or lack of objection, Negal Engineering AG shall not be subject to any terms and conditions of the business partner, even in part.
- 1.4 Changes and collateral agreements are only valid if they have been confirmed by Negal Engineering AG in writing.

## 2. Offer and Order

- 2.1 Offers from Negal Engineering AG are non-binding and subject to change.
- 2.2 Orders placed with Negal Engineering AG shall only become legally binding after express written confirmation by Negal Engineering AG or upon commencement of execution by Negal Engineering AG. The same applies to order changes and order additions by the customer.
- 2.3 Improvements and changes to the design or way of construction of the goods are expressly reserved.

## 3. Scope and Provision of Services

- 3.1 The scope of services and the provision of services are based on the written offer and the order confirmation or the contract concluded by Negal Engineering AG with the customer.
- 3.2 The customer shall provide Negal Engineering AG with the documents and information required for the performance of the contract in a timely and complete manner, at their own expense.
- 3.3 If the customer fails to fulfil their obligation to cooperate in a timely manner, Negal Engineering AG shall be entitled to extend the delivery period or postpone the delivery date accordingly.
- 3.4 Project Services and Engineering: Services relating to development, engineering, analysis and consultancy shall be provided to the best of our professional knowledge and in accordance with the state of the art at the time the services are provided. Unless expressly agreed otherwise in writing, Negal Engineering AG shall not be liable for a specific outcome, but rather for the professional performance of the services. Unless otherwise agreed, costs for project services shall be invoiced on the basis of actual time spent.
- 3.5 Changes and additional work: If, during the provision of services, the customer requests changes, extensions or additional functions, the associated additional costs will be invoiced separately. Negal Engineering AG is entitled to suspend work until the implications for costs and deadlines have been clarified.
- 3.6 Suspension and termination of the project: If a project is suspended or terminated prematurely by the client, the client must pay in full for all services rendered up to that point and for any costs incurred. There is no entitlement to a refund of payments already made.

## 4. Delivery and Transfer of Risk

- 4.1 The specified delivery deadlines and delivery dates are not binding unless they have been explicitly confirmed in writing as fixed dates. Partial deliveries and partial services by Negal Engineering AG are permitted.
- 4.2 Unless otherwise agreed, delivery of the goods is deemed to have occurred when the goods are made available at the location of Negal Engineering AG. In this case, the risk passes to the customer upon availability of the goods for pickup.
- 4.3 If shipping of the goods is agreed upon, delivery and shipping are at the customer's expense and risk. The risk shall pass to the customer as soon as the goods leave Negal Engineering AG's warehouse. Any insurance against damage of any kind shall be the responsibility of the customer. Special requests regarding shipping, transport, and insurance must be communicated to Negal Engineering AG in a timely manner.
- 4.4 Complaints in relation to shipping or transport shall be addressed by the customer immediately to the last carrier upon receipt of the delivery.
- 4.5 If Negal Engineering AG is not solely at fault for not meeting a delivery date, the customer shall not have the right to withdraw from the contract or demand compensation (see also the limitation of liability under Section 9).
- 4.6 If a delivery date cannot be met due to reasons beyond the control of Negal Engineering AG, such as extraordinary natural events (floods, hurricanes, landslides, etc.), fire, war, civil war, revolution, civil unrest, strikes, terrorism, major operational disruptions, delayed deliveries by subcontractors, sabotage, epidemics and/or pandemics, governmental regulations, unavailability or insufficient availability of raw materials, energy, and auxiliary materials (so-called force majeure), Negal Engineering AG shall not be deemed to be in default and its delivery obligation shall be suspended during this period. Negal Engineering AG will inform the customer as soon as possible about the occurrence of such events and will take all reasonable measures to restore delivery readiness. If the suspension of the delivery obligation lasts more than 6 months, the customer may waive the delivery by notifying Negal Engineering AG in writing. In this case, the customer has no right to claim compensation. If the customer requests additional, new, or differing tasks or functions, the order and contract will be adjusted accordingly.

## 5. Prices

- 5.1 The prices are understood to be ex-warehouse of Negal Engineering AG, in Swiss Francs (CHF), excluding VAT, customs duties, customs clearance, and other fees. Consumables may be invoiced in EUR.
- 5.2 The customer bears the costs for packaging, insurance, transport, installation, and commissioning.
- 5.3 Prices quoted in quotations are subject to change. Prices confirmed in the order confirmation are binding, subject to adjustments in accordance with clause 5.4.
- 5.4 Negal Engineering AG is entitled to adjust the agreed prices if the prices of the materials and substances used change significantly. Unless otherwise agreed in writing individually, a change in raw material prices of +/- 5% entitles Negal Engineering AG to adjust the prices.

5.5 Negal Engineering AG reserves the right to charge all verifiable additional costs resulting from currency fluctuations as compared to the offer or order confirmation.

## 6. Terms of Payment

- 6.1 All invoices from Negal Engineering AG are payable net within 10 days from the date of invoice. After expiration of this payment period, the customer shall be in default without the need of a formal reminder.
- 6.2 If the customer falls in default on payment to Negal Engineering AG or any affiliated company, or if Negal Engineering AG has doubts about the customer's willingness or ability to pay the invoice for any other reasons which are at the sole discretion of Negal Engineering AG, Negal Engineering AG may carry out all agreed deliveries by cash on delivery. If the customer is in default of payment Negal Engineering AG may also, without prejudice to its other statutory rights, refuse further services or deliveries under this as well as under other contracts.
- 6.3 Retention of payments and offsetting against counterclaims not expressly recognised by Negal Engineering AG or legally established shall be excluded.
- 6.4 In the event of payment default, the customer shall pay the statutory default interest of 5%. In addition, processing costs for correspondence and debt collection measures will be invoiced at actual cost. The right to claim compensation for further damages is reserved.
- 6.5 For deliveries with a value of CHF 10,000.00 or EUR 10,000.00, the customer may be required to make an advance payment.
- 6.6 Provision of services without a formal order: If Negal Engineering AG provides services at the customer's request or as part of an ongoing working relationship without a formal order having been placed, such services shall be deemed to have been approved by the customer and shall be remunerated accordingly. This applies in particular where the customer was aware of the provision of the services or has tacitly accepted them.
- 6.7 Evidence of services: The working hours recorded by Negal Engineering AG, reports or project documentation shall form the basis for invoicing. Unless the customer objects within 10 days of receipt, these shall be deemed to have been accepted.
- 6.8 Documentation and reports: Upon request, Negal Engineering AG will provide the customer with a simple overview of the services rendered. Unless otherwise expressly agreed, any further reports, detailed documentation, reports or additional administrative services will be charged on a time and materials basis.

## 7. Inspection and Warranty

- 7.1 The customer shall immediately inspect the goods for any quality or quantity defects and give notice of any deviations in writing or by email without delay. Any claims by the customer shall be excluded if the notice of defects is not received by Negal Engineering AG in writing within 7 working days after delivery of the goods. If no proper notice of defects is made within this period, Negal Engineering AG's services shall be deemed accepted and approved. Defects that occur within the prescriptive period shall be reported to Negal Engineering AG in writing immediately upon their discovery.
- 7.2 Goods justifiably being object of complaints shall, at the discretion of Negal Engineering AG, either be replaced by defect-free goods or rectified. If rectification fails, the customer has the right to rescission or reduction.
- 7.3 If a notice of defect proves to be unfounded, the costs incurred by Negal Engineering AG shall be borne by the customer. All services and costs that are neither expressly assured by contract nor provided for warranty reasons shall be reimbursed to Negal Engineering AG.
- 7.4 Negal Engineering AG's warranty shall in any case be excluded for
- goods that, without the written consent of Negal Engineering AG, have been modified, repaired, converted or used improperly, negligently, incorrectly or overall contrary to the instructions or specifications of Negal Engineering AG by the customer or a third party;
  - used parts;
  - defects originating from the materials supplied by the customer or a fabrication prescribed by the customer; and/or
  - defects arising from the customer's failure to fulfil his contractual obligations.
- The costs incurred by the customer for the installation or removal of defective goods from overall systems shall not be borne by Negal Engineering AG. In the cases referred to under this clause, the customer shall bear all costs and the risk of the repair, the fault diagnosis, the transport of the defective goods, the repaired parts or spare parts and any other costs incurred by Negal Engineering AG in connection therewith.
- 7.5 For any third-party components that form part of Negal Engineering AG's delivery, the warranty provisions of the relevant manufacturer shall apply. Wear parts are expressly excluded from warranty.
- 7.6 Negal Engineering AG shall not be liable for direct or indirect damage to third parties in connection with the products intended for the customer. Liability claims of any kind are therefore excluded.
- 7.7 The customer's claims arising from defective delivery shall prescribe one year after delivery, unless mandatory statutory provisions provide for a longer prescriptive period.

## 8. Reservation of Ownership

- 8.1 All goods delivered shall remain the property of Negal Engineering AG until full payment of all claims, including disputed claims, arising from the business relationship, irrespective of the legal grounds (including default interest and legal costs). This shall also apply if the customer sells the rights to the goods intended for him to third parties without authorisation.
- 8.2 The customer hereby expressly agrees that the reservation of ownership to the delivered goods shall be entered into a public register maintained by a debt enforcement official at the customer's current domicile in Switzerland at the customer's expense. The customer shall be obliged to cooperate in all measures necessary to establish or maintain Negal Engineering AG's reservation of ownership.

## 9. Liability and Exclusion of Liability

- 9.1 Negal Engineering AG shall under no circumstances be liable for damage caused to the customer or third parties through negligent use of the goods supplied by Negal Engineering AG.
- 9.2 The liability of Negal Engineering AG for slight and medium negligence as well as the liability for ancillary staff (auxiliary persons and subcontractors), irrespective of the legal grounds, shall be excluded to the extent permitted by law.
- 9.3 In no event shall the customer have any claims arising from defective and/or delayed delivery for compensation of damages that have not occurred to the delivered goods themselves. Any other claims of the customer due to defective and/or delayed delivery, in particular for compensation for indirect and consequential damages (including loss of profit, loss of orders, contractual penalties vis-à-vis third

parties, production stoppage, loss of use and other financial losses), retention of payment and termination of the contract as well as for damages resulting from the usage or processing of the goods (e.g. due to installation in an overall system) are expressly excluded.

9.4 All cases of breaches of contract, their legal consequences as well as all claims of the customer, irrespective of the legal grounds, are conclusively regulated in these GTC. All claims for damages, reduction, cancellation or withdrawal from the contract not expressly mentioned are explicitly excluded. The limitation of liability shall not apply insofar as it conflicts with mandatory law, such as in particular for unlawful intent or gross negligence on the part of the supplier, for fraudulently concealed defects, for direct claims arising from personal damages and for mandatory claims under the applicable act on product liability.

#### **10. Intellectual Property Law**

10.1 Know-how developed and/or provided by Negal Engineering AG within the scope of the provision of services, in particular knowledge, ideas, experience, offers, cost estimates as well as drawings and other results of a protectable and non-protectable nature, as well as patent, model and design rights as well as copyrights to which it is entitled, shall always belong to and remain the property of Negal Engineering AG. The disclosure of know-how, including to affiliated companies of the customer, is prohibited. Without the consent of Negal Engineering AG, the above-mentioned know-how or rights may not be reproduced or transmitted and shall be returned to Negal Engineering AG upon first request.

10.2 Insofar as protectable inventions arise during the performance of services by Negal Engineering AG, Negal Engineering AG shall be entitled, at its own discretion, to register these as intellectual property rights in all countries in its own name and at its own expense, to pursue them or to abrogate them at any time.

10.3 The customer shall be solely responsible for ensuring that its products and services, in which the goods of Negal Engineering AG are incorporated or on which they are based, do not infringe any intellectual property rights of Negal Engineering AG or third parties. In the event of an infringement of third-party intellectual property rights, the customer undertakes to assume responsibility for the dispute with the third party and to indemnify Negal Engineering AG fully. The indemnification shall also include the costs incurred by Negal Engineering AG in connection with the examination, defence or recognition of claims of the third party, as well as any fees or penalties in connection therewith.

#### **11. Confidentiality and Data Protection**

11.1 The contracting parties shall treat all commercial and technical information about the business activities of the other contracting party of which they become aware before, during or after the business relationship as strictly confidential and shall neither disclose it to third parties nor use it for any purposes other than those agreed upon. In particular, no information and knowledge relating to the service components of Negal Engineering AG (e.g. development results, component specifications, etc.) may be disclosed or made public to interested parties, customers or other third parties without the written consent of Negal Engineering AG.

11.2 Processing of personal data by Negal Engineering AG shall be carried out in accordance with the applicable laws. For information on the processing of personal data in connection with the business activities of Negal Engineering AG, please refer to the attached privacy policy or the privacy policy on the website (available at <https://www.negal.ch/datenschutz>).

#### **12. Place of Performance and Non-Assignability**

12.1 The exclusive place of performance for all services and deliveries of Negal Engineering AG shall be the registered office of Negal Engineering AG.

12.2 Unless full payment has been made, the customer may only transfer or assign rights vis-à-vis Negal Engineering AG to third parties after prior written agreement with Negal Engineering AG.

#### **13. Choice of Law und Place of Jurisdiction**

13.1 The parties expressly submit their legal relationship to Swiss law, under exclusion of international private law (in particular, the Hague Convention of June 15<sup>th</sup>, 1955 on the Law Applicable to International Sales Contracts for Tangible Movable Property and the United Nations Convention of April 11<sup>th</sup>, 1980 on Contracts for the International Sale of Goods (Vienna Convention) shall not apply).

13.2 The exclusive place of jurisdiction for all disputes arising from or in connection with the sale and delivery of goods of Negal Engineering AG shall be the registered office of Negal Engineering AG.

#### **14. Precedence of German Version**

14.1 In the event of any contradictions, discrepancies, ambiguities, or differences in interpretation between this English version and the original German version of these General Terms and Conditions, the German version shall prevail.

#### **15. Severability Clause**

15.1 Should any provision of these Terms and Conditions be or become invalid or incomplete, in whole or in part, this shall not affect the validity of the remaining provisions.

15.2 Any invalid or missing provisions shall be replaced by a provision that most closely reflects the economic purpose of the intended provision and is permissible under Swiss law.