

General Terms and Conditions of Sale

Version: January 2026



1. Scope of application and conclusion of contract

- 1.1. The entire business relationship between the Buyer and Niederer Schneider AG,
- 1.2. Breitenstrasse 16b, 8500 Frauenfeld („Seller“), shall be governed exclusively by these General Terms and Conditions of Sale in the version valid at the time of the conclusion of a legal transaction.
- 1.3. Deviating conditions are only valid if confirmed in writing by the Seller. The Buyer's terms and conditions of purchase and other terms and conditions shall not apply, even if the Seller has not expressly objected to them. Individual declarations, information, advice, recommendations and any goodwill agreements require the written confirmation of the Seller to be legally effective.
- 1.4. The Purchase Contract between the Buyer and the Seller is concluded with the written order confirmation of the goods order by the Seller to the Buyer („conclusion of the
- 1.5. Contract“). The Buyer recognises these General Terms and Conditions of Sale as an integral part of the Purchase Contract at the time of conclusion of the Contract.

2. Prices and terms of payment

- 2.1. The prices valid at the time of conclusion of the Contract and stated in the order shall
- 2.2. apply. Prices are subject to change at any time.
- 2.3. The prices are EXW Incoterms® 2020 and exclusive of statutory duties, taxes and fees, unless the order confirmation contains deviating provisions. Increases in duties, taxes and/or fees that occur after conclusion of the Contract shall be borne in full by the Buyer.
- 2.4. The terms of payment stated on the order confirmation and/or the Seller's invoices shall apply exclusively. Unless otherwise agreed, the payment period is 30 days from the invoice date.

3. Default of payment by the Buyer

- 3.1. After expiry of the payment deadline, the Buyer shall be in default without a reminder. If the Buyer is in arrears with a payment obligation, he must pay default interest of 5% and any damages.
- 3.2. In the event of default on the part of the Buyer, the Seller shall be entitled to cancel orders for goods that have already been confirmed, to postpone deliveries of goods and/or to refuse new orders for goods from the Buyer. The Buyer shall not be entitled to compensation for any damage incurred as a result.
- 3.3. The Buyer shall only be entitled to withhold payment or offset it against a counterclaim if the counterclaim has been recognised by the Seller or has been legally established.

4. Delivery of ordered goods

- 4.1. The goods ordered by the Buyer („goods“) shall be delivered in accordance with the provisions of EXW Incoterms® 2020. Unless otherwise agreed, the place of delivery shall be the registered office of the Seller („place of fulfilment“).
- 4.2. The delivery periods stated by the Seller shall be adhered to as far as possible, but are not binding. The Buyer shall not be entitled to refuse acceptance of the goods in whole or in part in the event of late delivery, subject to the provisions of section 4.5. He shall not be entitled to compensation in the event of late delivery of the goods.
- 4.3. The Seller shall be entitled to make partial deliveries and render partial services.

- 4.4. The Seller may withdraw from the Purchase Contract in whole or in part if ordered goods have not yet been delivered and cannot be procured within a reasonably extended delivery period due to lack of availability. If the ordered goods are subsequently unavailable, any payments already made will be refunded. The Buyer has no further claim for damages.
- 4.5. Force majeure and events over which the Seller has no influence, such as official orders, war, strike, social unrest, transport disruptions, industrial accidents, (supply) delivery disruptions, epidemics or pandemics („disruption“), shall release the Seller from the delivery obligation for the duration of the disruption and to the extent of its effects. If the fault is not remedied within a reasonable period of time, the Seller shall be entitled to withdraw from the Contract, excluding any obligation to pay compensation. If the delivery of the goods delayed or restricted by such a disruption is demonstrably no longer of interest to the Buyer, the Seller may waive the Buyer's obligation to accept the goods in accordance with section 4.2.
- 4.6. If the Buyer is in default with the acceptance of the goods, the Seller may set the Buyer a reasonable grace period and after its unused expiry within 8 days (i) waive the subsequent acceptance and claim damages (positive contractual interest), (ii) declare the cancellation of the Contract and claim damages (negative contractual interest), or (iii) continue to demand acceptance and compensation for the damage caused by the delay from the Buyer.

5. Transfer of benefit and risk

- 5.1. Unless otherwise agreed, the benefit and risk of the goods shall pass to the Buyer as soon as the goods or parts thereof have been handed over to the Buyer or a third party authorised by the Buyer at the place of fulfilment.

6. Retention of title

- 6.1. If the goods are handed over to the Buyer before the purchase price has been paid in full, or if the Seller's claims against the Buyer remain outstanding after this handover, or if such claims arise for the first time, the goods shall remain the property of the Seller or revert to the Seller's ownership until all claims have been paid in full.
- 6.2. If the Buyer defaults on payment of the purchase price, the Seller shall be entitled to have the retention of title entered in the retention of title register at the Seller's registered office at the Buyer's expense.

7. Export control

- 7.1. The export of certain goods may be subject to export and import control restrictions and prohibitions.
- 7.2. The Buyer is obliged to carry out the export processing using the EXW Incoterms® 2020. The Seller is obliged to provide the Buyer with the best possible support in export processing.

8. Inspection and notification of defects

- 8.1. The Buyer must inspect the goods immediately after delivery. The Buyer shall notify the Seller in writing of any recognisable defects without delay, but at the latest within 8 days of delivery of the goods. Hidden defects must be reported in writing immediately, but at the latest within 8 days of their discovery. The timeliness of the notice of defects shall be determined by the time of its receipt by the Seller.
- 8.2. If the Buyer fails to give notice of defects in due form and time, the goods and the delivery shall be deemed approved and any warranty shall be excluded.

9. Liability for defects and warranty

- 9.1. Subject to the following provisions and to the extent permitted by law, any liability of the Seller and its auxiliary persons for material defects and defects of title, indirect damage and consequential damage (including, but not limited to, loss of profit, perte d'une chance, loss of production, interruption of operations, damage to image, damage caused by legal proceedings, damage to other goods, etc.) is excluded in full. The Seller's liability is in any case limited to the purchase price paid or to be paid by the Buyer in accordance with the Contract.
- 9.2. If the Seller has delivered goods that are not in conformity with the Contract, i.e. defective, incorrect or quantitatively insufficient goods, the Seller may, at its own discretion, remedy the lack of conformity within a reasonable period of time either by repair or replacement. The replaced goods become the property of the Seller. Further warranty rights, in particular compensation, reduction and cancellation, are excluded and the Buyer is not entitled to them.
- 9.3. Excluded from the warranty and liability are defects for which the Seller is not responsible, e.g. defects resulting from improper handling and use, applications in disregard of the respective valid instructions for use, improper storage and (further) processing, the integration of thirdparty products or wear and tear and ageing of the goods.

- 9.4. Subject to written warranties as to the nature and characteristics of the goods, the Seller makes no express or implied warranties with respect to the goods and gives no warranty that the goods are merchantable, fit and/or suitable for any particular purpose or outcome.
- 9.5. Warranty claims shall expire 6 months after delivery of the goods at the place of fulfilment. Only in cases of Art. 199 CO does the warranty only expire 2 years after the goods have been handed over at the place of fulfilment.

10. Intellectual property rights

- 10.1. All intellectual property rights (including, but not limited to, patent rights, design rights, trademark rights, copyrights or manufacturing and trade secrets) which the Seller acquires or obtains from third parties in connection with the manufacture of goods shall remain the exclusive property of the Seller.

11. Data protection

- 11.1. The personal data provided by the Buyer will be treated confidentially and will only be processed and used to fulfil the contractual obligations.
- 11.2. In all other respects, the processing of personal data is governed by the provisions of the Federal Act on Data Protection.

12. Miscellaneous

- 12.1. Should any of the provisions agreed in these General Terms and Conditions of Sale be invalid or unenforceable in whole or in part, this shall not affect the validity of the remaining agreed provisions. The parties undertake to replace ineffective provisions in such a way that their economic purpose is preserved as far as permissible.
- 12.2. After conclusion of the Contract, amendments or cancellations of these General Terms and Conditions of Sale must be made in writing. This also applies to agreements on the cancellation of this written form agreement.

13. Applicable law and place of jurisdiction

- 13.1. These General Terms and Conditions of Sale, including the jurisdiction clause, shall be governed by Swiss law, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG).
- 13.2. All disputes arising out of or in connection with these General Terms and Conditions of Sale (in particular concerning the validity, conclusion, binding nature, interpretation, fulfilment or nonfulfilment) shall be subject to the exclusive jurisdiction of the courts having jurisdiction at the registered office of the Seller.

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