



## 1. Scope

- 1.1 Unless anything to the contrary is confirmed in writing and duly signed by DMB Technics AG (hereinafter abbreviated to: DMB), these General Terms and Conditions shall exclusively apply to all supplies and services from DMB. The purchaser's general terms and conditions shall only apply when DMB has recognised these in writing as also being valid. Incoterms 2010 shall apply. In the event of any conflict between these General Terms and Conditions and Incoterms, the General Terms and Conditions shall have precedence.

## 2. Scope of supply

- 2.1 In addition to the sale of standard products, DMB develops and manufactures customised display systems. For the sake of simplicity, both of the aforementioned product types will be referred to as "supply" below. These General Terms and Conditions shall apply to both product types.
- 2.2 The provisions below in point 3 shall only apply to customised display systems.

## 3. Customised display systems

- 3.1 Customised display systems are developed by DMB as prototypes with the active collaboration of the purchaser.
- 3.2 These prototypes are to be accepted by the purchaser in writing or by e-mail within the timescale set by DMB. On acceptance, the purchaser must specify the scope of the series to be produced. However, the order is always deemed to constitute acceptance of the prototypes.
- 3.3 DMB shall then produce the series ordered by the purchaser. In each case, the tolerance ranges currently valid are to be observed.
- 3.4 If the purchaser does not accept the prototypes or does not accept them within the set timescale, DMB shall not then continue to be bound to the prototypes and shall not be under any obligation to make a delivery either.
- 3.5 However, the purchaser must compensate DMB for the expenditure incurred.
- 3.6 DMB is fully entitled to all rights to plans, drawings, documents, software and the like. The purchaser shall have no rights whatsoever to these.

## 4. Conclusion of the contract

- 4.1 The contract between the purchaser and DMB shall take effect upon DMB's written confirmation of the order.
- 4.2 Details of supply (such as product, quantity, deadlines, price, etc.) shall then be definitively specified in the order confirmation.

## 5. Deadlines and delivery times

- 5.1 The delivery times shall be based on the order confirmation. Incoterms shall apply.
- 5.2 Compliance with the delivery times by DMB shall be on the assumption that the purchaser has fulfilled their obligations fully and in due time. If this is not the case, DMB is entitled to unilaterally adjust the delivery times in an appropriate way. DMB is moreover entitled to unilaterally adjust the delivery times in an appropriate way if external circumstances or force majeure arise, such as war, terrorism, natural catastrophes, strikes and the like, for which DMB is not responsible.

## 6. Prices, payment terms, reservation of ownership and transfer of risk

- 6.1 Unless otherwise agreed, the prices are understood to be net in the currency specified in the order confirmation, as a rule Swiss francs or US dollars, plus any additional costs including, in particular, freight, packaging, customs duties and taxes (including value added tax) and fees. Incoterms shall apply.
- 6.2 DMB is entitled to unilaterally adjust the prices and additional costs in an appropriate way, insofar as legal regulations are changed after the order confirmation, which have an influence on the price of the supply. In the event of additional costs increasing, these may be unilaterally adjusted by DMB.
- 6.3 Unless otherwise agreed, invoices are due for payment 30 days after receipt without any discount. Once the payment term has expired, the purchaser has to pay interest on arrears of 6%, without any reminder being required.

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- 6.4 DMB shall remain the owner of the supply until full payment is made. DMB is entitled to have reservation of ownership entered into the reservation of ownership register at the purchaser's expense.
- 6.5 Benefit and risk shall be transferred to the purchaser in accordance with Incoterms. This is subject to any agreements to the contrary.

## 7. Inspection and acceptance of the supply

- 7.1 The purchaser must inspect the supply immediately after receipt. They must inform DMB of any defects within 5 working days in writing or by e-mail. If they fail to do so, or if they use the supply for production or make further use of it, the supply shall be deemed to have been accepted.
- 7.2 Acceptance must be carried out in line with the product specifications which DMB has stated to be applicable based on the customer-specific article number. The prototype shall also be authoritative for customised display systems. However, in each case the tolerance ranges which are currently valid are to be observed.
- 7.3 If defects are identified for which DMB is responsible but which do not make the supply unusable or unacceptable for the purchaser, DMB shall rectify the defect or provide a replacement within a reasonable timescale after notification.
- 7.4 If defects are identified for which DMB is responsible and which make the supply unusable or unacceptable for the purchaser, or if DMB has not been able to rectify the defect or provide a replacement within a reasonable timescale after notification, the purchaser may withdraw from the contract or demand a reduction.
- 7.5 If defects for which DMB is responsible do not come to light until later (hidden defects), point 8 below shall apply. After the warranty period according to point 8 has expired, any warranty claim shall be excluded, even for hidden defects.
- 7.6 DMB's liability for any kind of further defects shall be excluded. Point 8.5 below shall also apply in each case.

## 8. Warranty

- 8.1 The warranty period for all supplies shall be 12 months from manufacture. The authoritative factor for calculating the warranty period shall be the manufacturer's date code on the supply. Once this period has expired, there shall no longer be any right to make a warranty claim.
- 8.2 For repaired parts of the supply, a warranty period of 6 months shall apply as from acceptance of the repaired parts.
- 8.3 The purchaser must immediately notify DMB of any defects that occur in writing or by e-mail.
- 8.4 The purchaser's right to a warranty claim, subject to the reduction laid down below, shall only cover free rectification of the defective part of the supply within a reasonable timescale. If DMB is unable to make the rectification within a reasonable timescale or if this is not possible, the purchaser shall have the right to claim a reasonable reduction of the price. All further rights in respect of defects are fully excluded. DMB shall bear the costs of the rectification.
- 8.5 The rectification of defects which arise due to force majeure, exceptional stress or wear, harmful environmental influences, improper handling, failure to adhere to the operating instructions or unauthorised interventions by the purchaser, a person under their responsibility or third parties shall not come under DMB's warranty and are explicitly excluded.

## 9. Consignment

- 9.1 Insofar as there is a separate agreement about this between DMB and the purchaser, there is the option of a consignment warehouse on the purchaser's premises under certain conditions. The purchaser shall bear the costs of the consignment warehouse.
- 9.2 In this case, DMB shall deliver the supply to the consignment warehouse on the purchaser's premises. The purchaser shall inform DMB of the acquisition of supplies from the consignment warehouse in each case. Based on this, DMB shall raise an invoice accordingly.
- 9.3 When the maximum specified contractual storage time is reached, the remaining stock shall immediately be invoiced by DMB.





## 10. Cancellation of the contract by DMB

- 10.1 DMB is entitled at any time to cancel the contract or parts of the supply with immediate effect due to an event for which it is not responsible and which makes continuation of the contract objectively unacceptable for DMB. DMB shall notify the purchaser of this immediately.
- 10.2 DMB shall have the right to remuneration for the supplies already made.
- 10.3 The purchaser shall not have any right to compensation.

## 11. Cancellation of the contract by the purchaser

- 11.1 As a matter of principle, the purchaser is not entitled to cancel the contract. The cases explicitly specified in these General Terms and Conditions are exceptions to this.
- 11.2 If DMB does not fulfil its obligations through its own fault, the purchaser must set it a reasonable extended timescale for fulfilment in writing or by e-mail. If DMB does not fulfil its obligations within this extended timescale either, the purchaser shall have the right to withdraw from the contract.
- 11.3 DMB shall only be obliged to reimburse the price for the parts of the supply affected by the withdrawal from the contract. The purchaser shall have no further rights. This is subject to the provisions on liability.

## 12. Liability

- 12.1 DMB shall only be liable for direct losses it has caused and insofar as these losses have been caused by gross negligence or wilful misconduct. Any further liability, especially for slight negligence, force majeure and consequential losses such as loss of profit, unrealized savings, additional expenditure, etc., is explicitly excluded. Liability for personal injury shall be waived to the extent permitted by the law.
- 12.2 If DMB is sued by a third party, including state authorities etc., for actions or omissions of the purchaser or of persons under their responsibility, the purchaser shall hold DMB completely harmless on first request for all expenses and must hand over to DMB all the information and documents required for the defence of the claim on first request.

## 13. Compliance with statutory regulations

- 13.1 The purchaser is contractually bound to and confirms strict compliance with all laws, standards and statutory regulations, especially concerning the product which the supply is used for or its use, and concerning import and export of the supplies and the product, as well as sale of the product etc.

## 14. Data protection

- 14.1 DMB Technics complies with the law regarding data protection. We refer to the data protection declaration published on the website of DMB Technics AG ([www.dmbtechnics.com](http://www.dmbtechnics.com)).

## 15. Severability clause

- 15.1 If one of the provisions of these General Terms and Conditions is or becomes invalid, either in full or in part, or if there are omissions in the contract, the remaining provisions shall remain valid and unaffected by this. In a case of this kind, the invalid or missing provision is to be replaced by one which comes closest to the original commercial and legal purpose of the contract between the purchaser and DMB.

## 16. Applicable law and place of jurisdiction

- 16.1 The contract between the purchaser and DMB shall be exclusively governed by Swiss law, to the exclusion of conflicts of law and of the UN Convention of 11 April 1980 on contracts relating to the international sale of goods. The exclusive place of jurisdiction shall be the place of DMB's registered office, currently Hünenberg – Switzerland, insofar as there is no other mandatory place of jurisdiction.

