

## **1. Scope**

- 1.1 Unless anything to the contrary is confirmed in writing and signed by DMB Technics AG (hereinafter abbreviated to DMB), these General Terms and Conditions (GTCs) apply exclusively to all supplies and services of DMB. These GTCs shall take effect if they are mentioned in the order confirmation. They do not require the express agreement of the buyer.
- 1.2 "Supplies" or "services" refer to all products manufactured, developed or sold by DMB, including both standard displays and customized display systems. These GTCs apply to all product types equally.
- 1.3 The general terms and conditions of the purchaser do not apply automatically if the purchaser refers to them upon the conclusion of the contract and DMB does not object to them. The general terms and conditions of the purchaser only apply if DMB recognizes them in writing as also being valid.
- 1.4 Incoterms 2020 apply in addition to these GTCs, unless the parties expressly exclude their applicability in writing. In the event of any conflict between these GTCs and Incoterms, the GTCs shall have precedence.

## **2. Conclusion of contract**

- 2.1 Unless the parties conclude a written contract regarding to the supply, the contractual relationship between the purchaser and DMB shall take effect upon DMB's written confirmation of the order.
- 2.2 Details of supply (such as product, quantity, deadlines, price, etc.) shall be definitively specified in the order confirmation. No ancillary agreements exist; ancillary agreements must be set out in writing and signed by DMB in order to be valid.

## **3. Design, development, samples**

- 3.1 Customized display systems are developed by DMB as samples with the active collaboration of the purchaser.
- 3.2 These samples are to be accepted by the purchaser in writing 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 samples at the very latest.
- 3.3 DMB lets then produce the series ordered by the purchaser. In each case, the currently valid specifications are to be observed.
- 3.4 If the purchaser does not accept the samples or does not accept them within the set timescale, DMB shall not then continue to be bound to the samples and shall not be under any obligation to make a delivery either. However, the purchaser must compensate DMB for the expenditure incurred.
- 3.5 DMB is fully and exclusively entitled to all rights to plans, drawings, documents, software and the like. The purchaser shall have no rights to these whatsoever and may not render them accessible to third parties without the prior written consent of DMB, either fully or in part, or use them for anything other than the intended purpose.
- 3.6 The manufacturer shall provide the tools needed to manufacture the products at the expense of the purchaser. In this process, the purchaser shall only obtain rights of use; the manufacturer retains ownership of the tools. The manufacturer is responsible for storing them with care and maintaining them.

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

- 4.1 Unless otherwise stipulated prices are understood to be net in the currency specified in the order confirmation, plus any additional costs. Incoterms 2020 apply.
- 4.2 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 or the nature, costs or scope of the supply change substantially, which has an influence on the price of the supply.
- 4.3 Unless otherwise stipulated, invoices are due for payment 30 days after receipt without any discount. Once the payment term has expired, the purchaser shall be in default and must pay interest on arrears of at least 5% or, at DMB's choosing, a standard interest rate in accordance with market and local conditions, without any reminder being required.



- 4.4 The payment term must be met even if the dispatch, transport or acceptance of the supplies is delayed or rendered impossible for reasons for which DMB is not responsible, if insignificant parts of the supplies are missing or if rework that does not prevent the use of the supplies proves necessary.
- 4.5 The purchaser may not withhold or reduce payments due to complaints, claims or counterclaims that have not been recognized by DMB in writing.
- 4.6 Default of payment and changes in the circumstances of the purchaser that jeopardize payment for the supply shall entitle DMB to withdraw from the contract at any time or remain party to the contract and demand the provision of reasonable collateral. In each of these cases, DMB reserves the right to claim damages, including compensation for lost profit. Furthermore, regardless of its other claims, DMB is entitled to suspend the further performance of the contract and withhold supplies that are ready for dispatch until DMB has received sufficient collateral. A withheld supply does not constitute a withdrawal from the contract unless DMB explicitly declares it to be the case in writing.
- 4.7 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.
- 4.8 Benefit and risk shall be transferred to the purchaser in accordance with Incoterms 2020. This is subject to any agreements to the contrary, as well as the cases described in point 5.

## ***5. Delivery dates, acceptance of the supply, default***

- 5.1 The delivery times shall be based on the order confirmation.
- 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. This also applies if external circumstances or force majeure, for which DMB is not responsible, occur. This includes – regardless of whether they are experienced by DMB, the purchaser or a third party – significant disruptions to operations, accidents, work disputes, delayed or incorrect deliveries of raw materials, shortages of energy or raw materials, terrorism, natural catastrophes, war and official actions or omissions.
- 5.3 The delivery date shall be deemed met if the supply took place in accordance with Incoterms or if the goods' readiness for dispatch has been communicated.
- 5.4 If the delivery of the supply is delayed at the request of the purchaser, the risk shall transfer to the purchaser on the originally scheduled delivery date. From that point on, the supply shall be stored and insured at the expense and risk of the purchaser. The provisions concerning default of acceptance in points 5.6 and 5.7 shall apply.
- 5.5 If DMB was demonstrably at fault for the delayed supply, DMB shall make every necessary effort to minimize the delay. Claims of the purchaser to compensation shall be excluded to the extent permitted by the law. In particular, the purchaser has no claim to compensation for consequential losses.
- 5.6 The purchaser is aware that his orders are binding and that supplies can no longer be stopped unless a request to that effect from the purchaser is approved in writing by DMB under exceptional circumstances. Without such an approval, the purchaser is obligated to accept the supply as soon as notification is given, or release it in good time if a release order has been stipulated. If the purchaser fails to accept or release the supply in good time, the purchaser shall be in default of acceptance and lose his legal entitlement to the supply. DMB's claim to payment for the supply shall continue to exist. From this point, DMB is entitled to dispose of the supply freely and, in particular, store it in a warehouse of its choosing at the expense of the purchaser. Any costs incurred shall be invoiced to the purchaser.
- 5.7 Default of acceptance or an infringement of other duties of cooperation by the purchaser shall entitle DMB to claim compensation for the resulting costs. In these cases, the purchaser shall bear the risk of accidental destruction or deterioration of the supply.

## ***6. Inspection and acceptance of the supply, warranty***

- 6.1 The purchaser must inspect the supply immediately after receipt. Acceptance must be carried out in line with the product specifications that DMB has stated to be applicable based on the customer-specific article number. The sample shall also be authoritative. In each case, the specifications that are currently valid are to be observed.
- 6.2 The purchaser must inform DMB of any defects within five working days in writing. If he fail to do so, or if he use the supply for production or make further use of it, the supply shall be deemed to have been accepted.



- 6.3 If defects do not come to light until later (hidden defects), they must be reported to DMB in writing as soon as they are discovered. After the warranty period according to point 6.4 has expired, any warranty claim shall be excluded, even for hidden defects.
- 6.4 The warranty period for all supplies is 12 months from the date of manufacture. The manufacturer's data code on the supply shall be used to determine the warranty period. The warranty claim expires at the end of this time period. Rectified parts of the supply are subject to a warranty period of six months from the date of acceptance of the rectified parts.
- 6.5 The price reduction described below notwithstanding, the warranty claim of the purchaser merely encompasses free rectification of the defect or the replacement of the defective part of the supply within a reasonable time frame. If DMB is unable to rectify the defect or provide a replacement within a reasonable timescale, or if such options are impossible or unreasonable for the purchaser, the purchaser shall be entitled to a reasonable price reduction. All further rights due to defects are excluded entirely.
- 6.6 Defective goods may only be returned to DMB for the purposes of rectification or replacement in coordination and with the written consent of DMB. DMB accepts no liability, responsibility or costs for unexpected returns by the purchaser.
- 6.7 The warranty does not cover – and expressly excludes – the rectification of defects caused by force majeure, extraordinary stress or wear, damaging environmental influences, improper handling, non-compliance with the operating instructions or unauthorized interference by the purchaser, a person for whom the purchaser is responsible or a third party. Furthermore, the warranty shall be prematurely void if, when a defect occurs, the purchaser fails to take all appropriate steps to mitigate the damage immediately or fails to give DMB the opportunity to remedy the defect in good time.

## ***7. Cancellation of the contract by DMB***

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

## ***8. Cancellation of the contract by the purchaser***

- 8.1 As a matter of principle, the purchaser is not entitled to cancel the contract. The cases explicitly specified in these GTCs are exceptions to this.
- 8.2 If DMB does not fulfill its obligations through its own fault, the purchaser must set it a reasonable extended timescale for fulfillment in writing. If DMB does not fulfill its obligations within this extended timescale either, the purchaser shall have the right to withdraw from the contract.
- 8.3 DMB shall only be obligated 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.

## ***9. Liability***

- 9.1 DMB shall only be liable, within the scope of these GTCs, for direct losses it has caused and insofar as these losses have been caused by gross negligence or willful 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.
- 9.2 If DMB is sued by a third party, including state authorities, for actions or omissions of the purchaser or of people under his responsibility, the purchaser shall hold DMB completely harmless on first request for all expenses. The purchaser must hand over to DMB all the information and documents required for the defense of the claim on first request.



## ***10. Compliance with statutory regulations***

10.1 From the receipt of the supply, the purchaser is contractually bound to and confirms strict compliance with all laws, standards and regulations, whether concerning the import and export of the supplies, their use or distribution or the product for which the supply is used.

## ***11. Data protection***

11.1 DMB is entitled to process personal data concerning the purchaser for the purposes of executing the supply with the purchaser. In particular, the purchaser authorizes DMB to disclose such data to third parties in Switzerland and abroad for the purposes of performing the contractual relationship. In the process, DMB shall adhere to the data protection legislation in Switzerland. Otherwise, the latest version of the data protection declaration of DMB, which is published on its website, applies.

## ***12. Final Provisions***

- 12.1 If one of the provisions of these GTCs 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 that comes closest to the original commercial and legal purpose of the contract between the purchaser and DMB.
- 12.2 Unless mutually agreed on otherwise in writing, the contract between the purchaser and DMB is subject to Swiss law exclusively, excluding conflicts of law and the United Nations Convention on Contracts for 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 or the parties have not mutually agreed on a different legal venue. In any case, DMB is also entitled to sue the purchaser at the location of the purchaser's registered office.
- 12.3 The GTCs shall apply in the version valid at the time the contract is concluded. Subsequent amendments or additions to these GTCs shall become part of the contract if the purchaser does not object within 30 days of becoming aware of the amended terms and conditions.

Hünenberg, January 2024

