



Terms and Conditions 004/2022

Scope of application: These terms and conditions (TC) shall apply to all business relationships between the GEZOLAN AG and their customers in the version that was current at the time the contract was concluded unless GEZOLAN AG and the customer have entered into a separate written agreement or written framework contract. These TC shall apply exclusively. Conflicting or deviating terms and conditions of the customer or contractual partner shall not be accepted unless GEZOLAN AG agrees to them expressly and in writing on a case-by-case basis. If individual provisions of these TCs are or become ineffective initially, the validity of the remaining provisions of the TCs shall be unaffected.

Delivery times: Unless otherwise agreed in writing, GEZOLAN AG shall not be bound by the delivery times they specify, but shall commit to observing these delivery times to the greatest possible extent. GEZOLAN AG shall be entitled to make partial deliveries provided they do not result in any added cost to the customer. In the event of delays for which GEZOLAN AG is not responsible, the customer shall not have the right to withdraw from the contract and / or file claims for damages.

Transport / delivery: FCA Dagmersellen (FCA as per Incoterms 2020).

Obligation of offers: Offers made by GEZOLAN AG shall remain valid for a period of 30 days of date of offer.

Changes in price: If the period between conclusion of contract and delivery extends to at least three months, GEZOLAN AG expressly reserves the right to adjust their prices on account of changes in raw material prices, taxes, duties, fees and any other type of levies as well as currency fluctuations that may have occurred in the meantime.

Terms of payment: Unless agreed otherwise, the payment terms for invoices issued by GEZOLAN AG shall be 30 days net (without deductions) from the date of invoice. Upon expiry of the payment deadline, the consequences of delay shall be invoked immediately and without prior reminders. Any options for the customer to offset payments to which GEZOLAN AG is entitled shall be excluded. Payment reminders issued by GEZOLAN AG shall be charged at a lump sum of CHF 50.00.

If facts give rise to reasonable doubt as to the customer's solvency, especially in the event of arrears of payment, initiation of composition proceedings, initiation of voluntary or involuntary liquidation or actions with a similar outcome, GEZOLAN AG shall be entitled without prejudice to their other rights to demand securities, payment in advance or payments in cash and make all outstanding receivables arising from all legal transactions with the customer due for premature or immediate payment. GEZOLAN AG shall furthermore have the right to demand the return of goods already delivered and / or withdraw from the contract without entitling the customer to any claims for additional delivery and / or damages.

Warranty / liability: GEZOLAN AG shall grant a one-year warranty period from the date of shipment of factory-new goods. The customer shall be entitled to delivery of defect-free goods. The customer shall be obliged to inspect goods purchased from GEZOLAN AG for obvious defects immediately upon their receipt. Notice of obvious defects must be given immediately and in writing as the goods shall otherwise be deemed accepted and approved.

If the delivered goods are found to be defective, GEZOLAN AG shall at their own discretion rectify the defect or provide for a replacement / additional delivery. Other claims of the customer, especially claims for damages of any kind or the option to withdraw from the contract, shall not apply, and any further guarantees including the liability for auxiliary persons shall - insofar as possible by law - be excluded. All claims the customer may have against GEZOLAN AG shall be limited in any case to the merchandise value of the corresponding shipment.

Advice shall be given to the best of GEZOLAN AG's knowledge, but without guarantee, and shall not exempt the customer from conducting their own checks of GEZOLAN AG products with a view to their suitability for the customer's intended processes and purposes. The specifications as well as the instructions for care and use provided by the system manufacturer must, in any case, be followed and observed.

GEZOLAN AG shall not be liable for any damage arising from imprecise or incorrect information on the intended purpose or on electrical, mechanical, thermal, chemical, physical, or biological requirements or requirements of another kind or for any damage attributable to incorrect type designations or to improper storage, handling or use of the goods or to modifications or repairs on the goods conducted by the customer, their auxiliary persons or third parties consulted by the customer.



GEZOLAN AG shall be released from their warranty obligations for as long as the customer is entirely or partially in arrears with the payments they owe GEZOLAN AG.

Color & color fastness / aging process: The color selection, the individual color shares and the color designations of the products made by GEZOLAN AG are subject to periodic changes and adjustments. It is, therefore, possible for variations in color to occur between the time the products are ordered and the time they are delivered. Such color deviations shall not constitute a defect.

The colors of the products made by GEZOLAN AG may slightly change or fade over time due to radiation from the sun and / or other climatic or environmental influences. Such changes as well as the natural wear of the rubber granulate and all other natural aging behavior shall not constitute a defect.

Retention of title / consignment: The goods delivered by GEZOLAN AG shall remain the sole property of GEZOLAN AG until all payments including all claims arising against the customer in the future have been received in full. To the extent permitted by law, the retention of title shall also extend to property items created by conversion. The property item created by conversion shall be used to secure the claims of GEZOLAN AG in the amount of the value attached to the goods that have been processed and are subject to retention of title.

The customer declares their consent to allow GEZOLAN AG to register the retention of title with the appropriate registration office on behalf and at the expense of the customer. In the event that GEZOLAN AG is required to claim retention of title towards the customer, GEZOLAN AG reserves the right to charge the costs associated with the registration of retention of title to the customer. The customer undertakes to refrain from all actions that would run contrary to the intended goals behind retention of title.

If consignment has been agreed, GEZOLAN AG shall establish the warehouse at or near the customer in their own name. The goods retrieved / purchased from the consignment warehouse shall be subject to the same retention of title provision set out above and must not be resold by the customer in any case until the customer has paid in full all goods purchased from GEZOLAN AG.

Extraordinary events: Events of force majeure (e.g. warlike events, natural disasters and elemental forces), other unforeseeable events beyond the control of GEZOLAN AG (e.g. fire, disruption of operations, strike), shortages in raw materials, fuel, energy, etc. resulting from the aforementioned events as well as foreign currency restrictions and the revaluation and depreciation of currencies shall entitle GEZOLAN AG to entirely or partially withdraw from their contractual obligations / the contract without making the customer eligible to any claims for additional delivery and / or damages. GEZOLAN AG shall have the same right if the aforementioned events occur at or have an impact on their suppliers / sub-suppliers / sub-contractors.

Data: GEZOLAN AG shall have the right to process and/or store the data received from the customer in the course of their business relationship irrespective of its origin and in compliance with applicable data privacy laws.

Applicable law / place of performance / place of jurisdiction: Swiss law shall apply. The place of performance and jurisdiction is **Dagmersellen (Canton of Lucerne, Switzerland)**.

CH-Dagmersellen, January 2022