



General Terms and Conditions

1. Scope

- 1.1 All information, offers, contracts, deliveries, and other services provided by our company are exclusively subject to the following General Terms and Conditions.
- 1.2 The General Terms and Conditions of our customers are hereby expressly rejected. They only bind us if we have explicitly acknowledged them in writing. Our General Terms and Conditions also apply if we carry out a delivery unconditionally while being aware of conflicting or deviating terms and conditions of the customer.
- 1.3 All agreements and legally significant arrangements between the contracting parties must be in writing to be valid.

2. Offers and Offer Documents

- 2.1 Our offers are binding unless otherwise stated and are based on the specifications provided up to the time the offer is submitted. Subsequent changes or additions are not covered by the offer and do not obligate us to fulfill them.
- 2.2 No liability is assumed for drawings, illustrations, dimensions, weights, or other performance data.
- 2.3 All illustrations, drawings, calculations, offers, and other documents are considered our property and are subject to copyright. All documents provided to the customer or supplier are for personal use only. Distribution to third parties is prohibited without our written consent.
- 2.4 Declarations of acceptance and all orders require our written confirmation to be legally effective. The same applies to modifications or additions to contracts already concluded. Oral side agreements that go beyond the written contract content require written confirmation to be effective.

3. Prices

- 3.1 All prices are net prices excluding taxes. These will be invoiced to the customer separately at the applicable statutory rate. The prices stated in our order confirmation are decisive. Additional deliveries and services will be charged separately.
- 3.2 Unless a separate price agreement has been made, we are entitled to increase agreed prices unilaterally even after the conclusion of the contract if more than two months elapse between the contract conclusion and the agreed delivery date.
- 3.3 All incidental costs, such as freight, insurance, export, import, and transit duties, as well as other permits and certifications, are borne by the purchaser.
- 3.4 If raw material prices or energy costs increase by more than 10% at the time of delivery compared to the offer date, we are entitled to raise our offered prices accordingly without prior notice. This increase will be justified on the invoice.

4. Payment Terms

- 4.1 Unless otherwise agreed, our claims are payable within 30 days net from receipt of invoice, without deduction of discounts, expenses, taxes, fees, duties, or similar charges. Payment is only considered made when we have access to the paid amount. Payments by check require final clearance. Unauthorized deductions will be charged with an additional fee of at least CHF 5 or 2% of the invoice amount. In the event of late payment, we charge CHF 10 as a reminder fee with the second reminder; further CHF 10 for each additional reminder. We reserve the right to additionally charge default interest.
- 4.2 If the customer falls behind with payments or has ceased payments, we are entitled to declare all outstanding claims against the customer immediately due, regardless of the legal basis. In addition, advance payments and security deposits may be required. Sentence 1 and following applies correspondingly if other circumstances arise that question the customer's creditworthiness.
- 4.3 The customer is only entitled to offset, assert a right of retention, or reduce payment if their counterclaims are undisputed or legally binding.
- 4.4 The delivered goods remain the property of UniTube Automotive AG until full payment has been made. Extended retention of title applies.

5. Delivery and Performance Time

- 5.1 Delivery dates and periods are based on the specifications agreed upon at the time of their mutual determination. Each customer order is confirmed by us through a written order confirmation. The delivery date stated in the order confirmation is binding. Changes to order quantities or delivery dates by the customer are only possible if we receive a written notification of change **at least 10 calendar days prior to the confirmed delivery date**.

If the change notification is received later, we reserve the right to charge a flat fee for the resulting internal effort per affected order.

- 5.2 Delays in delivery or performance due to force majeure or due to events that substantially impede or make an agreed delivery by our company or one of our suppliers impossible—such as strikes, lockouts, or official orders—entitle us to postpone the delivery or performance by the duration of the disruption plus a reasonable start-up period. The rights under sentence 1 above only apply if the customer is notified without delay. If the disruption lasts longer than six months, the customer is entitled, after a reasonable grace period, to withdraw from the contract with respect to the services not yet rendered. Claims for damages do not exist.

- 5.3 At our reasonable discretion, we are entitled to make partial deliveries and partial performances, as well as to issue partial invoices.

- 5.4 We are entitled to return cutting waste generated during processing to the customer at their expense. This applies in particular if fees are payable for the waste. All other waste/materials pass into our ownership immediately upon delivery unless otherwise agreed.

6. Transfer of Risk

- 6.1 Unless otherwise specified in the order confirmation, delivery is agreed "ex works."
- 6.2 The statutory provisions regarding the transfer of the risk of performance and remuneration to the customer apply accordingly if the shipment of the goods takes place within the same location or using our company's vehicles. If shipment becomes impossible through no fault of ours, the risk of performance and remuneration passes to the customer as soon as we notify our readiness to ship.

7. Contract Termination

- 7.1 The customer is entitled to terminate the contract without giving reasons. Termination must be made in writing by means of a declaration. All costs incurred up to the time of notification must be reimbursed.
- 7.2 The supplier is entitled to withdraw from the contract if foreseeable events substantially change the economic significance or content of the deliveries or services, or significantly affect the supplier's work, as well as in the case of subsequent impossibility of performance. In such cases, the contract will be adjusted accordingly. If this is not economically feasible, the supplier has the right to dissolve the contract or the affected parts of the contract.
- 7.3 Parts produced using the processes of UniTube Automotive AG can only be conditionally evaluated for feasibility due to their complexity. Therefore, no manufacturing guarantee is provided. Each contracting party bears its own costs. There is no entitlement to damages in case of non-performance. The contract thereby becomes void.

8. Force Majeure

- 8.1 Neither the supplier nor the purchaser is liable for failure to fulfill any of their contractual obligations if the failure is due to a cause beyond their control, in particular due to one of the following reasons: fire, natural disasters, war, seizure, shortage of raw materials, energy consumption restrictions, and strikes.

9. Jurisdiction and Applicable Law

- 9.1 The place of jurisdiction for both the purchaser and the supplier is the registered office of the supplier. However, the supplier is also entitled to bring action against the purchaser at the purchaser's place of business.

10. Severability Clause

- 10.1 Should individual provisions of the contract be invalid, the remaining provisions shall remain unaffected. The contracting parties undertake to replace the invalid provisions in writing with economically equivalent provisions.

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