

1. General

- 1.1. These general terms and conditions of sale are binding on the parties insofar as their validity has been mentioned in the offer or the order confirmation. Any provisions of the customer to the contrary shall only apply if they have been expressly approved in writing by Roxer SA.
- 1.2. In order to be legally valid, all relevant agreements and acts between the parties to the contract must be in writing.

2. Offers and conclusion of contract

- 2.1. The contract shall be deemed to have been concluded upon confirmation by Roxer SA of its acceptance of an order.
- 2.2. Offers which do not stipulate a period of validity are non-binding.

3. Scope of Supplies

- 3.1. The supplies are specified in the order confirmation. Any material and services which are not included therein shall be additionally charged. The invoice is definitive if a delivery occurs without acknowledgement.
- 3.2. Roxer SA shall be entitled to make any changes which lead to improvements.

4. Regulations in force in the country of destination

The customer must inform Roxer SA, at the latest at the time of placing the order, of the legal, administrative and other regulations and standards relating to the execution of the delivery and the associated services and to the operation of the equipment ordered, as well as the regulations on the prevention of illness and accidents.

5. Prices

- 5.1. Unless otherwise agreed, Roxer SA prices are quoted in Swiss francs, excluding VAT, postage and packing. In the absence of other provisions, the customer is not entitled to free installation or personal instructions.
- 5.2. If justified cost increases occur between the conclusion of the contract and delivery, Roxer SA shall be entitled to make appropriate adjustments to the prices stated in the order confirmation until the order has been completed.

6. Terms of Payment

- 6.1. The payment term is 30 days from the invoice date.
- 6.2. Payments by the customer to the registered address of Roxer SA are understood to be without deduction of discount, costs, taxes and duties of any kind whatsoever. Any other terms of payment will be specially stipulated. Any unjustified deductions will be debited.
- 6.3. In the event of formal notification, Roxer SA reserves the right to suspend planned deliveries with immediate effect and to charge interest on arrears.

7. Proprietary Right

- 7.1. Roxer SA shall retain ownership of the products supplied until full payment has been received. The customer shall take all necessary measures for the protection of the proprietary rights of Roxer SA.
- 7.2. Roxer SA is entitled, with customer's participation, to apply for registration of the reservation of the proprietary right.

8. Delivery time

- 8.1. The delivery time shall start as soon as the contract has been entered into and all technical points have been settled.
- 8.2. The delivery time shall be reasonably extended :
 - If the information required by Roxer SA for performance of the contract is not received in time, or if the customer subsequently changes it;
 - If agreed terms of payment are not met, letters of credit are opened to late, or the necessary import licenses are not received by Roxer SA in time;
 - If hindrances occur which Roxer SA cannot prevent despite using the required care, regardless of whether they affect Roxer SA or the customer or a third party. Such hindrances include, but shall not be limited to, epidemics, mobilization, war, revolution, serious breakdown in the works, accidents, labor conflicts, late or deficient delivery by subcontractors of raw material, semi-finished or finished products, the need to scrap important work pieces, official actions or omissions by any state authorities or public bodies, natural catastrophes, acts of God.

9. Forwarding, Transport and insurance

- 9.1. The products will be carefully packed by Roxer SA.
- 9.2. The benefit and the risk of the supplies shall pass to the customer by the date of their leaving the premises of Roxer SA. Special requirements regarding forwarding and insurance shall be communicated to Roxer SA in good time. Transport shall be at the customer's risk. Complaints in respect of transport shall be submitted immediately by the customer to the last carrier on receipt of the products or the shipping documents.
- 9.3. Insurance against risks of any kind is the responsibility of the customer. Even when taken out by Roxer SA, it shall be at the customer's expense.

10. Inspection and taking-over of the supplies

The customer shall inspect the supplied products within a reasonable period after having received them and shall immediately notify Roxer SA in writing of any deficiencies. If the customer fails in doing so, the products shall be deemed to have been taken over.

11. Warranty and Disclaimer

- 11.1. Roxer SA hereby warrants that the products delivered by him will be free from defects in material and workmanship.
- 11.2. Express warranties are only those expressly specified as such in the order confirmation or in the manual. An express warranty is valid until the expiry of the warranty period at the latest.
- 11.3. In case delivered products are defective, the customer may request for compensation delivery or elimination of defect by Roxer SA during the warranty period of one year beginning on the date of delivering the products or the day of Roxer SA's notification that the products are ready for dispatch.
- 11.4. If a defect according to Article 12.3 is not eliminated or compensated by Roxer SA within a reasonable period, the customer may ask for price reduction or annulment of the contract.
- 11.5. The warranty expires prematurely, if the customer or a third party undertakes inappropriate modifications or repairs or if the customer, in case of a defect, does not immediately take all appropriate steps to mitigate the damage and give Roxer SA the possibility of remedying such defect.
- 11.6. Excluded from Roxer SA's warranty and liability for defects are all deficiencies which cannot be proved to have their origin in bad material, faulty design and poor workmanship or resulting from other reasons beyond Roxer SA's control.
- 11.7. With respect to any defective material, design or workmanship as well as to any failure to fulfil express warranties, the customer shall not be entitled to any rights and claims other than those expressly stipulated in Articles 12.3 and 12.4 hereof.
- 11.8. All breaches of contract and their legal consequences, as well as all claims by the Customer, are irrevocably subject to these General Terms and Conditions, irrespective of the legal basis on which they are based. In particular, all claims for damages, reductions, cancellation or termination of the contract are excluded. Any liability for consequential damages is excluded in the absence of legal provisions to the contrary relating to product liability.

12. Software

The customer obtains a right of use unlimited in time, but not exclusive for the software linked to the device when the latter is purchased. This software may not be installed on another device, copied or modified. In the event of non-compliance with these conditions, the customer may be required to pay damages.

13. Governing law

The present contract shall be governed in all respects by Swiss law.

14. New Federal Act on Data Protection (nFADP)

Since 1 September 2023, The new Federal Act on Data Protection (nFADP) came into force in Switzerland.

We hereby confirm the following information :

- 14.1. Your professional and/or personal details are recorded in our computer system. This data is limited to your name, address, job title, e-mail address, telephone number and bank details.
- 14.2. We keep this information strictly confidential in order to keep in touch with you by email, telephone and via our computer system (ERP / CRM).
- 14.3. We will not use your data to send you marketing communications without your consent.

15. Legal jurisdiction

The place of jurisdiction for any disputes shall be at the registered office of Roxer SA.
CH-2300 La Chaux-de-Fonds, January 2025.