

General Conditions for Doing Business (AGB)

1. Area of application

The conditions listed below of Beaver Schutzsysteme AG apply to the sale of products, the provision of services, and the performance of work unless other written agreements are made.

The general conditions for doing business of the customer or the contractual partner are not applicable.

Deviations from these AGB or reference to binding applicable sets of regulations are possible in written form and with the official stamp in the confirmation of the order, in the work contract, or as an additional agreement. These then take precedence over the General Conditions for Doing Business.

The contractual partners acknowledge these AGB as part of the contract upon accepting the confirmation of the order.

2. Offer

Offers from Beaver Schutzsysteme AG are valid for a limited time. Unless otherwise stated in the offer, the period for being bound to the price is 90 days from the date of the offer. List prices, estimates, information in prospectuses, catalogs, and on the Internet are not binding and are subject to change until issuance of an order confirmation by Beaver Schutzsysteme AG.

Technical changes with regard to the written offer or the presentation in prospectuses may be made at any time.

3. Contracts – Jobs – Orders

With their signature or with the acceptance of the job confirmation, contractual partners accept the AGB of Beaver Schutzsysteme AG. Job confirmations are considered accepted from the date of issue unless canceled by the contracting partner within 7 days of delivery. If a job or a work contract is halted, services supplied by Beaver Schutzsysteme AG or subcontracted by it for the job must be reimbursed. While maintaining its right to compensation for further damage, Beaver Schutzsysteme AG is authorized to make an applicable demand.

If there are additional services beyond those defined in the scope of the job confirmation or in the work contract, Beaver Schutzsysteme AG is authorized to invoice for these services in their entirety. Orders that are received become binding on the date of the written job confirmation by Beaver Schutzsysteme AG.

Confirmation of jobs occurs with the express reservation that we are not liable for slight deviations in color, design, quality, or size.

4. Prices – Payments

Unless agreed otherwise, all prices are understood to be in Swiss francs, net from the factory, plus the legal value-added tax. Additional services, such as transportation, packing, storage, and the like will be added to the invoice. Prices are understood to be without fees, customs duties, taxes, etc., which may be levied later.

Except for special arrangements, the payment conditions are the following:

For customers in Switzerland and in the Principality of Liechtenstein:

2/3 of the gross amount at the time of the order, the remainder 30 days after submission of an invoice, net. The production job will be begun with the receipt of the first payment.

For customers in the European Union:

2/3 of the gross amount at the time of the order, the remainder when the goods are ready to be shipped. Receipt of the payment will trigger the delivery of the goods.

Individual payment conditions will be agreed upon with customers in other countries.

Rights are reserved for changes of price as a result of adjustment of supplier and raw material prices.

If there is notice of default, Beaver Schutzsysteme AG is authorized to payment of 5% interest and warning fees of a minimum of CHF 5.00 per warning without the requirement of a warning letter. If our payment conditions are not met, Beaver Schutzsysteme AG is relieved of delivery obligations, but the purchaser is not relieved of his requirement to receive the items.

5. Reservation of Ownership

Until full payment, all goods delivered by Beaver Schutzsysteme AG remain the property of Beaver Schutzsysteme AG.

If the payment conditions are not met, Beaver Schutzsysteme AG has the expressly recognized right to register reservation of ownership or a lien against the ordering party and at the cost of that party.

6. Documents and Planning Documents

All documentary materials of Beaver Schutzsysteme AG remain its exclusive intellectual property. These may not be copied, transferred to a third person, or otherwise utilized without permission.

Plans and sketches are only approximately definitive if they are not expressly noted in writing as binding and are reviewed by the customer. Technical changes are reserved at any time.

No liability is accepted for consequential damages caused by uses of the planning documents that are not agreed upon.

In planning and development jobs, the documents and documentary materials remain the intellectual property of Beaver Schutzsysteme AG.

The planning documents for the product description will make reference to weight tolerances. Product-specific and project-related characteristics that are listed in the job confirmation, in corresponding service directions, or in special instructions or documents must be observed.

7. Pick up – Delivery – Assembly

Deadlines determined for pickup, delivery, and assembly will be set after careful review at the time of the job confirmation and with the assumption of normal possibilities for material supply and manufacture. However, these dates are not binding. If there is any violation of the

set time periods, the contracting partner is not authorized to cancel the job or to make claims for compensation. Upon notification for pickup at the factory, or with delivery, or following the conclusion of contractual assembly and the hazards and risks tacitly pass to

the contracting partner upon the signing of a delivery slip, acceptance (acceptance protocol), or through the beginning of operations.

Accordingly, goods that have been prepared for pickup, delivered, or assembled by Beaver Schutzsysteme AG are to be insured immediately upon delivery to the contracting partner by the latter at its own cost against risks such as theft or natural perils.

In deliveries abroad, all expenses for customs duties and export preparation are the responsibility of the customer.

If assembly work by Beaver Schutzsysteme AG is agreed upon, the following are examples of required services to be provided to it at the construction site unless agreed otherwise in the job confirmation or in the work contract:

- Assembly support construction
- Loadbearing construction
- Scaffolding and lifting devices
- Electrical current supply
- Component connections (foundations and architectural work)

Obtaining the necessary permissions is the task of the customer.

The customer is obligated to cooperate with Beaver Schutzsysteme AG. The customer must make available all the information necessary for correct fulfillment of the task. Beaver Schutzsysteme AG is not responsible for damage resulting from insufficient or false information from the customer. If the work is completed according to the customer's instructions, Beaver Schutzsysteme AG is free of all claims that may arise due to a defect caused by an error by the customer. This is particularly applicable if Beaver Schutzsysteme AG has informed the customer about the risks associated with the order and the customer has nevertheless insisted on this performance.

8. Warranty – Liability – Complaints

If no special conditions of warranty are defined in the job confirmation or in the work contract for the products and services by the AG, then the warranty period is 12 months from the time of the delivery from the factory. For commercial products, the warranty conditions from the manufacturer and the supplier apply as noted in the job confirmation.

The warranty covers errors in construction and manufacture of new factory products from Beaver Schutzsysteme AG. No warranty is given for repair services.

Damages that are caused by improper handling or use are not covered by this warranty. This includes, for example, improper handling and/or storing and extraordinary loads (e.g., exerting too high a pressure). Any damages in hoses (tears, holes) coming from sharp objects may be temporarily repaired during setup. After successful setup, the hoses are to be replaced or repaired by skilled personnel.

All conditions for reimbursement of warranty claims must have the following:

- Prior fulfillment of payment obligations of the purchaser. Any complaints of defects do not authorize the suspension of delivery and payment conditions.
- Any defects must have been reported immediately and in writing, and documented with photos.

If not contradicted by any other warranty conditions, Beaver Schutzsysteme AG may meet its obligation at its own choice by repair, replacement, or a price reduction corresponding to the lower value. Any change or reduction by the purchaser is excluded in all cases.

No liability is assumed for damages, consequential damages, or pure economic loss suffered by the contracting partner because of defective products; no liability is assumed for any loss in profit.

Any more extensive legal claim, including that concerning liability, is excluded. In particular there is no liability for direct or indirect, intermediate or primary damages that result from use or from improper performance of goods delivered by Beaver Schutzsysteme AG.

In the case of damage during transport, the recipient of the goods must immediately make a corresponding claim to the transportation company and inform Beaver Schutzsysteme AG in writing about the damage.

The job is considered completely fulfilled without defects if the contracting partner does not complain in writing to Beaver Schutzsysteme AG at the time of the delivery of the services or immediately thereafter.

9. Consultation

Consultations given by Beaver Schutzsysteme AG with reference to or in connection with entering into a contract, whether written (e.g., through offering texts, technical reports, etc.) or oral (by our advisors), are based on experience and are given to the best of our knowledge and belief.

More detailed individual workups of customer requests and clarifications that go beyond the standard for standard sales consultations, require a separate planning or project order.

10. Court jurisdiction – Applicable law

The exclusive Court jurisdiction is that of the business headquarters of Beaver Schutzsysteme AG. In all cases Swiss commercial law applies. The Swiss Law of Obligations (OR) applies to provisions that are not described in these AGB.

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