

## General terms and conditions

### 1. SCOPE OF APPLICATION AND VALIDITY

- 1.1 These General Terms and Conditions ("GTC") define the contractual relationship between the customer and Hugentobler Spezialleuchten AG ("HSL").
- 1.2 The GTC apply to the delivery of products and the creation of systems ("Products") as well as to all services ("Services"). They apply to all products and services (collectively the "Services") that the customer purchases from HSL, even if no reference is made to the GTC in individual cases.
- 1.3 The customer's general terms and conditions are excluded.

### 2. ENTERING INTO CONTRACT / COMPONENTS OF THE CONTRACT

- 2.1 An order becomes legally binding as soon as we receive it by telephone, e-mail, fax or in writing. Order confirmations are issued from CHF 5,000 onwards or on request.
- 2.2 Prices do not include VAT and have to be paid within 30 days of invoice date, strictly net, without any deductions. Unauthorised deductions will be charged subsequently. Place of fulfilment for payments is 8570 Weinfelden, CH.
- 2.3 We reserve the right to make changes to prices, discounts and terms of payment as well as to technical data, designations and product range versions. In the event of price reductions, the new prices apply to all unfulfilled orders. Price increases are announced in good time and apply from the effective date.
- 2.4 Stated delivery dates are non-binding. We accept no responsibility for delays or restrictions in delivery; they do not entitle the customer to claim damages of any kind.

### 3. TRANSPORTATION / TRANSFER OF RISK

- 3.1 Unless otherwise agreed, delivery are made by mail or lorry, at the customer's expense, risk and peril. The goods remain the property of HSL until they are paid for in full. Partial deliveries are invoiced as individual deliveries.
- 3.2 If dispatch is delayed at customer's request or for other reasons that are beyond HSL's control, the risk passes to the customer at the originally scheduled date. From this point in time, products are stored at customer's expense and risk.

### 4. WARRANTY

- 4.1 Warranty period for our products is 24 months from date of despatch, provided that they have not been tampered with. Flash lights (max. 6 million flashes) and light bulbs are excluded. Their service life is limited to the warranty period of the bulb manufacturer. Defective or faulty products will be replaced or repaired for the consumer during warranty period. Costs for removal and installation, travelling and travel expenses are always borne by the customer and are therefore not part of our warranty. Damage as well as consequential damage caused by/to the following are generally excluded from warranty:
  - inadequate assembly and/or neglected or incorrect care and maintenance
  - incorrect commissioning and operation
  - improper use
  - negligent or wilful destruction
  - mechanical damage due to unsuitable transport or unsuitable storage
  - repairs carried out by third parties without our consent
  - use of third-party components or modifications to the product without our consent
  - external influences such as fire, water, alkalis, rain, snow, storm or other force majeure
  - batteries and components (e.g. bulbs) that are subject to normal wear and tear
- 4.2 Complaints can only be considered within 14 days of receipt of the product. The rejected product must be sent to HSL, carriage paid, for inspection. If the inspection reveals manufacturing or material defects, a replacement will be provided or a credit note will be issued at our discretion. A warranty period of 6 months applies to rectified defects, but no longer than the warranty period of the product. Any further warranty or claim for damages is excluded, unless liability is mandatory by law. In particular, no costs for disassembly and reassembly will be reimbursed.

### 5. INTELLECTUAL PROPERTY / SOFTWARE

- 5.1 If a product includes software, the customer is granted the non-exclusive and non-transferable right to use the software for the intended purpose. The licence conditions of third parties apply exclusively to their software. Subject to a separate agreement, the right of use does not extend to the source code of the software and its processing. Copying and decompiling the source code is prohibited.
- 5.2 Intellectual property rights to services remains with HSL.

## 6. LIABILITY

- 6.1 HSL is liable for damages to the customer that are attributable to a culpable breach of contract by HSL, regardless of the legal grounds, up to a maximum of the order value.
- 6.2 Liability for loss of profit, unrealised savings, recourse claims by third parties, damages from business interruptions and for all indirect and/or consequential damages is excluded.
- 6.3 Limitation of liability set out in this section does not apply to personal injury or to damage caused intentionally or by gross negligence. HSL is liable for such damages without limitation.
- 6.4 Customer compensates HSL for all damages resulting from customer's non-compliance with regulatory provisions and from claims asserted against HSL by third parties (including authorities) as a consequence thereof.

## 7. FINAL TERMS

- 7.1 In the event of disputes, the exclusive place of jurisdiction is 8570 Weinfelden, CH. Swiss law applies exclusively. The United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 and the Swiss Federal Act on Private International Law are excluded.
- 7.2 Agreements that deviate from these terms and conditions only apply if they are confirmed by us in writing.
- 7.3 In order to optimise comprehensibility, these General Terms and Conditions are issued in several languages, whereby the German version is the binding version.
- 7.4 By placing an order, the customer declares their agreement with the above conditions.

Weinfelden, December 2023



**Hugentobler Spezialleuchten AG**

**Brunnenwiesenstrasse 14**

**CH - 8570 Weinfelden**

**Tel. +41 71 626 20 40**

**info@spezialleuchten.ch**

**www.spezialleuchten.ch**