

# General Terms and Conditions (GTC) Polygona Präzisionsmechanik AG ("company")

**Effective Date: October 24, 2024**

## 1 Scope

- 1.1 These T&C apply to all business areas of Polygona Präzisionsmechanik AG (further on named as "company"), headquartered at Buechstrasse 17, 8645 Jona. The company manufactures precision parts for various industries. These T&C cover both production and all services provided directly or indirectly to the customer.

## 2 Contract Conclusion

- 2.1 The contract is considered concluded as soon as the company confirms the order in writing within 7 working days of receiving the order.

## 3 Prices

- 3.1 The prices in the offers are valid for 30 days unless other written agreements are made.
- 3.2 All prices are in Swiss Francs (CHF) and ex-works, excluding packaging.
- 3.3 All prices are exclusive of value-added tax (VAT).

## 4 Payment Terms

- 4.1 The customer is obligated to pay the invoiced amount within 30 days of the invoice date unless a different payment term has been agreed upon in writing.
- 4.2 In case of payment default, a default interest of 4% above the discount rate of the Swiss National Bank will be charged. In addition, reminder and administrative costs may be invoiced.

## 5 Company Obligations

- 5.1 For parts entirely manufactured by the company, a one-year warranty for hidden defects applies if handled properly.
- For parts that have only been partially processed by the company, liability ends upon further processing or installation of the parts.
- 5.2 The warranty is limited to the unit costs paid by the customer.
- 5.3 If repair is not possible, the company will decide whether to provide a replacement or issue a credit.
- 5.4 The company is committed to treating all customer data confidentially and only disclosing it to third parties with explicit consent.

## 6 Customer Obligations

- 6.1 The customer must inspect the delivered parts immediately for transport damage or quantity discrepancies and promptly report them to the company.
- 6.2 The customer is liable for the accuracy of the data provided. If incorrect data causes delays or additional work, the extra costs may be charged to the customer.

## 7 Changes to the T&C

- 7.1 The company may adjust these T&C at any time. Changes take effect upon publication on the company's website.
- 7.2 For existing contracts, the version of the T&C valid at the time of the contract conclusion applies, unless the customer agrees to a newer version.

## 8 Priority of the T&C

- 8.1 These T&C take precedence over older provisions and contracts. Only individually agreed terms that deviate from these T&C take precedence. Deviating general purchasing conditions (GPC) of the customer will only be recognized if explicitly confirmed in writing by the company.

## 9 Severability Clause

- 9.1 Should any provision of these T&C be or become invalid, the remaining provisions shall remain valid. The invalid provision will be replaced by a valid one that comes as close as possible to the economic purpose of the invalid provision.

## 10 Data Protection

- 10.1 The company may use the data collected within the framework of the contractual relationship to achieve its contractual obligations. The customer agrees to the storage and use of their data in the context of the contract.

## 11 Confidentiality

- 11.1 Both parties agree to treat all information received in connection with the contract as confidential. This obligation continues after the contract ends.

## 12 Force Majeure

- 12.1 In the event of force majeure, such as natural disasters, wars, or strikes, the company is released from its obligations for the duration of these events. If the force majeure lasts longer than 30 days, the company may withdraw from the contract, and any payments already made will be refunded to the customer.

## 13 Applicable Law and Jurisdiction

These T&C are subject to Swiss law. The place of jurisdiction is the company's headquarters unless the company decides to bring the case before the court at the customer's location.

## 14 Acceptance of the T&C

- 14.1 The T&C are deemed accepted unless the customer objects in writing within 5 days of receiving the order confirmation.