

General Terms and Conditions (GTC)

1. General

Unless otherwise agreed in writing, the following terms and conditions shall apply to all products, deliveries and services. In the event that individual provisions of such terms and conditions are or become invalid in whole or in part, the validity of the remaining provisions shall not be affected. The entire company "STAG" has been certified by SQS according to SN EN ISO 9001:2015 and SQS has confirmed that the occupational safety concept fulfils the requirements under the ISO 45001:2018 standard.

2. Offers

Our offers are subject to change. Contracts shall only become legally effective upon our confirmation of the order. Technical data, specifications, illustrations, drawings, weights, dimensions and properties are non-binding. Definitive details or properties require an express written confirmation. We reserve the right to make changes and/or improvements.

The customer is responsible for checking the usability of STAG goods on the basis of the specifications provided by STAG and for raising any concerns he may have.

3. Prices

Unless otherwise stated, prices are quoted in Swiss francs (CHF) or in the currency respectively set out, net, free of tax, EXW in accordance with Incoterms 2024, unpacked ex works.

4. Delivery terms

Unless otherwise agreed, the term of delivery shall start on the date of the order confirmation, but not before all details as to the execution of the order have been resolved and all documents and authorizations to be provided by the customer have been received; provided that the agreed payments are made and received in time.

The delivery deadline shall be deemed to have been met if the goods are available in the factory by the date agreed upon and the notification that the goods are ready for shipment has been made. Timely receipt of the agreed payments is a prerequisite for releasing the goods for shipment.

Any changes requested by the customer as well as unforeseen events which are beyond our control, such as force majeure, strikes, lockouts, operational disruptions, difficulties in procuring materials and energy, transport delays, measures taken by authorities, non-timely or late delivery, etc., will result in a reasonable extension of the period of delivery or performance.

If the impediment is not just of a temporary nature, we are entitled to rescind the contract.

5. Shipment / Transport

Shipment/transport is carried out in accordance with the Incoterm agreed upon. Shipments abroad are in any case 'taxes unpaid' and the customer is responsible for paying the VAT incurred.

In the case of EXW shipments, STAG does not assume any liability for transport damages. Insuring the goods against transport damage is the sole responsibility of the buyer. Any transport damage must be reported immediately upon receipt of the delivery to the responsible shipping company or to the insurer of such shipping company.

If a shipment is delayed due to circumstances for which the customer is responsible, the risk shall pass to the customer upon notification that the goods are ready for shipment. Furthermore, we have the right to rescind the contract or to claim compensation due to non-performance of

contract after a reasonable grace period has been set and such period has expired unsuccessfully. In the event of default, the customer shall in particular bear the costs and risks

arising from a failure to give the instructions and to fulfil the necessary formalities, for which he is responsible, in good time.

If the customer wishes the goods to be stored at our premises for a period that exceeds the contractually agreed dates, STAG AG shall be entitled to charge the incurred costs to the customer.

Any complaints will only be considered within eight days of receipt of the goods, and provided that the delivery note is enclosed, or the number of the delivery note, and the corresponding invoice are stated in the complaint. If a complaint is not made within eight days with the aforementioned documents or the relevant details enclosed, the delivered goods shall be deemed to have been accepted without reservation.



6. Payment terms

Unless otherwise agreed, invoices are payable within 30 days of the invoice date, strictly net (including VAT) and without deduction. Discount deductions, which have not been agreed upon, will not be accepted and charged subsequently, including any corrections costs incurred.

Any objections relating to invoices must be made in writing within 8 days of receipt of the invoice, otherwise invoices shall be deemed to have been accepted.

If there is a significant deterioration in the customer's financial situation as a result of which our claims might be jeopardized, in particular if bankruptcy or restructuring proceedings are instituted against the customer's assets, STAG shall be entitled, at its discretion, to rescind the un-performed part of the agreement or to demand compensation, security and/or contemporaneous advance payment against delivery.

The customer is only entitled to offset undisputed or legally established counterclaims against our claims. He is not entitled to withhold or reduce payment of invoice amounts due in the event of disputed complaints about the goods.

7. Property

We reserve title to the delivered goods until all claims arising from the business relationship with us have been settled by the customer. Upon conclusion of the contract, the customer undertakes, at our request and at his own expense, to register or to make a priority notice of the retention of title in public registers, books or the like.

Proprietary rights and copyrights as to our drawings and other documents shall in any case remain with STAG and may not be made accessible to third parties.

8. Warranty

Technical guarantees must be agreed upon separately when the contract is concluded. In principle, the following shall apply:

12 months from operational availability, but no longer than 24 months after delivery or notification of readiness for shipment.

The warranty covers proper functioning and manufacturing defects.

The warranty excludes wear parts as well as damage or functional errors resulting from improper assembly, commissioning, operation, handling, storage or maintenance. The specified service

lives for spare and wear parts are to be considered as approximate values and may vary depending on the operating conditions.

9. Data protection and data security

The parties undertake to comply with the provisions of the Swiss Data Protection Law and to effectively protect the data generated in the course of the execution of the contract against unauthorized access by third parties.

10. Liability

In general, liability - for whatever legal reason - is limited to damages caused to the supplied item. Any further liability is excluded.

11. Place of fulfilment and jurisdiction

The present GTC are subject to Swiss law. Insofar as no mandatory statutory provisions take precedence, the court at the registered office of the company shall have jurisdiction.

