

FRXSH Vertrieb AG

General terms and conditions of business, Edition 1, 01.2023

1 Introduction and scope

These general terms and conditions of business (GTCs) of FRXSH Vertrieb AG with its principal office in 8702 Zollikon, Switzerland (hereinafter "FRXSH") shall apply to all products and services (hereinafter "Products") of FRXSH. They shall regulate the underlying conditions, services, rights and obligations for all orders placed with FRXSH by its customers and agreements concluded in this regard. This shall also apply if the customer order contains deviating terms; such deviating terms and conditions are expressly rejected, regardless of the type and time of receipt, and shall not apply.

The term "Customer" shall refer to every natural and legal person who maintains business relations with FRXSH.

The version of these GTCs in force at the time of the conclusion of the agreement shall apply. Modifications and amendments to these GTCs shall require the written approval of FRXSH to become effective.

Orders and deliveries of products for private purposes may only be placed by people aged 16 and over residing in Switzerland and Liechtenstein. If orders and deliveries of products are not required for personal or domestic purposes but are used commercially and/or if the billing address is a company address, deliveries can be made within Switzerland and Liechtenstein as well as internationally upon request of the commercial FRXSH customer.

2 Offer of FRXSH

The offers of FRXSH are non-binding and free of obligations. FRXSH reserves the right to amend prices, product ranges and services. All information on FRXSH products contained on the FRXSH website, the FRXSH online store and FRXSH social media channels or in FRXSH brochures, catalogues or illustrations, for example, is made without guarantee and shall not present any guarantee of characteristics of the product. Only the specifications valid at the time of performance shall apply.

Specifications, images, videos and texts on the offers of FRXSH are provided by FRXSH and shall be liable to the exclusive right of use of FRXSH.

FRXSH shall not be liable for the contents of external websites, online stores and social media channels or linked websites, online stores and social media channels, brochures, catalogues, illustrations or other third-party information.

3 Conclusion of agreement

The offers of FRXSH represent a non-binding invitation to purchase products from FRXSH. Customers submit a legally binding offer to conclude an agreement with a written order and the simultaneous acknowledgement of these general terms and conditions.

A confirmation of the incoming order in the web store, for instance, shall not constitute a binding acceptance of this offer on the part of FRXSH. Agreements shall only be concluded by our order confirmation (in writing or by email), the contents of which shall prevail. Any amendments and collateral agreements shall be made in writing and require the written approval of FRXSH. FRXSH shall conclude the agreement under the express reservation of the availability of the products ordered.

4 Prices

All prices for FRXSH products apply ex works in Swiss Francs (CHF). Where VAT is applicable, prices to consumers are inclusive of VAT, and prices for business customers are exclusive of VAT. Shipping and handling costs (packaging, insurance), customs duties as well as the cost of monetary transactions shall be listed separately according to their occurrence and will be charged separately. Advanced services such as product training for customers or FRXSH rental equipment are not included in the sales price.

Price adjustments may be made by FRXSH at any time and without prior notice. Previously published prices shall lose their validity with the publication of the latest prices. The date of the legally valid conclusion of the agreement shall apply for the determination of the contractually valid prices.

5 Payment

Payment shall be made directly to FRXSH or to the bank accounts shown on the invoice. Payment shall only be made using the means of payment specified on the invoice or in the FRXSH online store. These include cash payments, bank transfer, credit or debit card and PayPal with encrypted data transfer. Further payment methods and means shall only be accepted upon special written agreement. The invoices of FRXSH shall be due immediately for payment in advance without deduction. Any deviating provisions for payment terms shall be expressly stated in writing by FRXSH on the invoice.

In the event of delayed payment, FRXSH shall be entitled to set a period of grace of 20 days and, in the event of further failure to pay in full within this grace period, to withdraw from the agreement immediately and to demand the return of the goods already delivered. In addition, FRXSH shall be entitled to demand reminder fees of CHF 50.- plus further collection fees in the event of delayed payment after a second reminder.

6 Delivery

Deliveries by FRXSH are made Free Carrier (FCA – Incoterms[®] 2020). The delivery times specified by FRXSH shall be considered as guidelines and are non-binding. Should it not be possible to meet a non-binding delivery deadline, customers shall be entitled to withdraw from the order after expiry of a grace period set by them in writing with an explicit threat of refusal of at least 60 days. Claims for damages shall be ruled out to the extent permitted by law.

Orders confirmed by FRXSH may be cancelled without consequential costs due to external circumstances beyond FRXSH's control as well as in cases of force majeure (e.g. natural disasters, earthquakes, landslides, power outages, epidemics, pandemics). Partial deliveries shall be permitted and can be made with different transport companies.

7 Repairs

A FRXSH service centre is available for repairs of the FRXSH devices. If necessary, customers can access this service through FRXSH (E-Mail office@FRXSH-vertrieb.com, phone +41 (0)58 178 88 00).

After prior registration, devices must be sent to the FRXSH service centre in a clean condition, with any used processing accessories (e.g. insert tool, cover, cup etc.) in the original packaging and with the sender's details. In case returned devices are excessively dirty, the cost of cleaning incurred by FRXSH shall be additionally charged to the customer. Customers shall bear the cost of shipping. The customer shall be solely liable in case of damage caused by insufficient packaging.

If required and available, a rental replacement device can be provided to the customer for a fee.

8 Warranty

The statutory warranty of 2 years shall apply to defects for products used for private purposes. If products are not required for personal or domestic purposes but are used commercially and/or if the billing address is a company address, the statutory warranty is reduced to 6 months.

The warranty period begins with delivery to the customer, where the date of the delivery note (or invoice) is the start date of the warranty period. The delivery note (or invoice) must be kept.

FRXSH may, at its sole discretion, remedy defects occurring or existing before, at or after handover of the products to the customer within the warranty period by repairing or replacing the product at the location of the relevant FRXSH service point. Further statutory options for providing the warranty are excluded. In particular, the customer has no right to withdraw from the agreement, third-party repairs at the expense of FRXSH or refund of the purchase price. The customer shall not be entitled to a free replacement device throughout the duration of the repair.

If the warranty is provided by repairing the product, the warranty period for replaced parts shall be 2 years (6 months for commercial use). The warranty period shall continue to apply to the parts that have not been replaced. If the warranty is provided by replacing the product, the warranty period shall be 2 years (6 months for commercial use) for the new product.

The warranty and the extended warranty do not cover work that is not carried out by FRXSH or persons authorised by FRXSH, as well as malfunctions or defects due to damage caused by the elements, moisture damage, shock or fall damage, natural

wear and tear, in particular on wearing parts, software problems, user errors, damage caused by external influences, improper intervention in or modifications of the product.

If the statutory warranty is extended by a contractually granted warranty, the same conditions shall apply for the duration of the warranty as also apply during the statutory warranty in accordance with these GTCs. In deviation from the statutory warranty, however, the warranty shall end in any case upon expiry of its duration agreed upon at the time of conclusion; in particular, it shall not be extended by the provision of services by FRXSH.

9 Obligatory inspection and claims

Customers shall inspect the delivered product by FRXSH immediately upon delivery for accuracy, completeness, functionality and intactness and shall report obvious defects in writing within 5 working days of delivery with a statement of reasons. In case of defects discovered later, which were not immediately recognisable ("hidden defects"), which do not fall under the warranty exclusion, FRXSH must be notified in writing without delay, at the latest within 48h after detection, with a statement of reasons. Any defects reported late by the customer shall be deemed to have been approved by the customer. Any such defects reported late shall no longer be recognised by FRXSH.

Customers shall return or ship the defective product at their own expense and risk to the service centre designated by FRXSH. The products shall be delivered or sent with any accessories in the original packaging together with the sales receipt/delivery note. If the original packaging is missing, the product must be packed ready for transport. If it is determined that a product sent in is not covered by the warranty (or guarantee), for example because there are reasons for exclusion or the warranty period has expired, a quotation for the expected repair costs shall be generated automatically which can be charged to the customer. If customers opt for a repair, they will not be charged for the quotation. If customers do not respond to the quotation within the time limit, the product will be returned unrepaid at the customer's expense and risk.

Products returned to FRXSH whose return was not agreed upon, which were sent to a wrong address, whose transport packaging was defective, which did not show a defect or in which the accessories were missing, can be returned by FRXSH at the customer's expense and risk. In such cases, FRXSH shall be entitled to claim compensation for expenses.

10 Liability

FRXSH's liability shall be governed by statutory provisions subject to the amendment that FRXSH shall only be liable for direct damage of the customer caused by deliberate or gross negligence on the part of FRXSH. To the extent permitted by law, FRXSH expressly refuses any liability for indirect and consequential damages, for loss of profits, operating losses or other financial losses of the customer, as well as for delivery delays or delivery failures.

11 Reservation of title

Ordered and/or delivered products shall remain the property of FRXSH until the customer has paid in full. FRXSH shall be entitled to make a corresponding entry in the retention of title register at the customer's domicile or in similar registers. The resale of the reserved goods to third parties shall require our approval. In the event of resale, affected customers shall hereby assign their claims to FRXSH and undertake to provide us with all information necessary to collect such claims. Pledging, transfer of security, processing or transformation is not permitted prior to transfer of ownership without the express written consent of FRXSH.

12 Data protection

The data and information collected by FRXSH in the context of the conclusion of the agreement shall be processed and used exclusively for the purpose of processing the order and fulfilling the obligations arising from the agreement. Within the scope of this agreement fulfilment, the data necessary for the performance of the agreement may also be passed on to commissioned third-party service partners (e.g. logistics partners) of FRXSH.

For further information on the rights of customers with regard to their data, please refer to the FRXSH data protection declaration (www.frxsh.com). FRXSH complies with the Swiss Data Protection Act and where applicable - the principles of the European Data Protection Regulation (EU-GDPR) in the processing of customers' personal data.

13 Final provisions

13.1 Verbal agreements

Only the terms and conditions stipulated in writing in the original of the purchase agreement shall be deemed as validly agreed upon by FRXSH and the customer. Verbal agreements shall not be recognised.

13.2 Place of performance

The place of performance for all obligations arising from the contractual relationship shall be Olten (Canton of Solothurn, Switzerland).

13.3 Assignment of claims

FRXSH may assign its claims under the agreement with the customer to third parties.

13.4 Severability clause

If individual provisions of these general terms and conditions are or become ineffective, the remaining provisions of this agreement or these general terms and conditions shall remain in full force and effect.

13.5 Applicable law and jurisdiction

Substantive Swiss law shall apply to the entire legal relationship between FRXSH and the customer. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) and, to the extent permitted, conflict of law rules are excluded.

The exclusive place of jurisdiction for all legal disputes shall be the principal office of FRXSH in Switzerland. However, FRXSH shall also be entitled to appeal to the court of jurisdiction at the place of residence or domicile of the customer. Mandatory legal provisions of the court of jurisdiction are reserved.

Current as of January 2023