



# General Terms and Conditions of Sale

## Parker Hannifin Switzerland Sàrl

### 1. Validity

1.1 The following General Terms and Conditions of Sale shall apply for all business transactions between Parker Hannifin Switzerland Sàrl (“**Seller**”) and the party ordering (“**Buyer**”) goods sold by Seller (“**Goods**”) including software related to the Goods, whether embedded or separately downloaded (“**Software**”) as well as services provided by Seller (“**Services**”), unless any other agreements have been made in writing. Upon placement of the purchase order, the Buyer accepts these General Terms and Conditions of Sale. Seller rejects any other terms and conditions, whether issued by paper-based transactions or via facsimile or other forms of electronic data interchange (“**EDI**”) or electronic commerce. Any deviating terms and conditions of the Buyer shall apply only if they have been expressly accepted by the Seller in writing.

1.2 These General Terms and Conditions of Sale shall apply also for all future business relations, even if they are not expressly agreed another time.

1.3 Unless expressly agreed otherwise in writing, neither these General Terms and Conditions of Sale nor the business transactions concluded upon their acceptance shall constitute a distribution agreement or any other continuing obligations.

1.4 The Seller is entitled to change or amend the General Terms and Conditions of Sale at any time.

### 2. Contract conclusion (offers and purchase orders)

2.1 The quotes of the Seller are subject to change; order numbers or item numbers refer to the most recent version of the Seller’ documents, such as catalogues or brochures, which also provide further technical details. These documents are only approximately decisive, unless they have been expressly described as binding. No guarantee or warranty can be assumed for strict compliance with the unit weights which are partly specified in the catalogue.

2.2 Purchase orders by the Buyer are legally binding even without signature, and always require the Seller’s acknowledgment in writing or by email or fax (including EDI, remote data transmission and machine-readable data carriers) to take legal effect. This shall apply accordingly for amendments, modifications or ancillary agreements. The issue of an invoice shall be considered as an acknowledgment. Cost estimates are provided without binding effect, and no contract will be concluded before issue of an acknowledgment of the purchase order. Cost estimates shall be valid for a period of 30 (thirty) days after the date of issue, or (otherwise) for the period indicated in the offer.

2.3 Drawings, illustrations, dimensions, weights or other performance data are only binding if this has been expressly agreed in writing. All drawings and documents shall be returned at the Seller’s request, or in case of non-award of the contract without request.

2.4 If after conclusion of the contract it is recognised that the Seller’s title to receive the return service is jeopardised by the Buyer’s lack of service capability, in particular due to exceeding of the credit limit by the Buyer, or due to unsettled invoices which are due for payment, the Seller is authorised to refuse performance of the contract until the Buyer performs the return service or has provided security for this service. The Seller is entitled to withdraw from the contract if it has set a reasonable deadline to the Buyer without success for performance of the return service or for provision of a security.

### 3. Prices and payment terms

3.1 The Buyer’s attention is drawn particularly to the fact that the prices indicated by the Seller are without commitment, unless they have been marked as binding. In case of changes in market conditions, such as changes in exchange rates, energy and labour costs and raw material prices, including but not limited to steel, brass, rubber, copper, magnetics and aluminium, prices may be subject to a price increase or surcharge prior to delivery of the Products and/or Services. The Buyer shall be notified in writing prior to the change. Unless the Seller has notified anything contrary to the Buyer, the prices are exclusive of packaging, postal charges, freight, shipping and handling expenses, insurance, customs duties, VAT, charges, tariffs or levies and any related interest, penalty, fine or other amount which will be payable by the Buyer in addition to the prices in respect of Goods or Services, as the case may be, and which shall be shown as a separate line item on the invoice or invoiced separately. The prices are indicated in Swiss Francs. The rate of VAT valid at the time shall be shown separately in the invoice.

3.2 Unless otherwise agreed upon between the parties in writing, all invoices of the Seller shall be paid within 30 (thirty) days after the invoice date purely net without any discount

3.3 Notwithstanding any contrary provisions of the Buyer, the Seller is entitled to set off payments first with the Buyer’s older debts. If costs and interest have already occurred, the Seller is entitled to set off the payment first with the costs, then with the interest and last with the principal service.

3.4 Payment is considered as effected at the time when the Seller is able to dispose of the amount.

3.5 If the Buyer does not meet the payment deadline, it shall be in default without further notification, and the Seller is entitled to claim default interest of 5% (five percent). If the Seller becomes aware of other circumstances challenging the Buyer’s creditworthiness, the Seller is entitled to demand payment of the entire remainder of the debt or claim the provision of other securities.

### 4. Offset and non-assignability

4.1 The Buyer accepts offset of its claims against the Seller and Seller’s affiliated companies. In a similar manner, claims and liabilities of the Buyer’s affiliated companies may also be set off. Any declaration of offset by the Buyer or its affiliated companies is excluded.



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4.2 The Buyer's rights from the contract must not be assigned.

## 5. Delivery dates and deadlines, time of performance

5.1 The dates and deadlines indicated by the Seller are without commitment, unless any other agreements have been expressly made in writing. Call orders and blanket orders shall require individual agreements on the delivery time.

5.2 Delivery deadlines shall start on the day when the Buyer's purchase order has been acknowledged by the Seller. Observation of the Seller's supply obligation requires the legal and due performance of the ordering party's obligation; the Seller must in particular have all documents, parts, information and approvals to be supplied by the ordering party, and any down-payments that may have been agreed must be made.

5.3 Unless otherwise agreed upon between the contracting parties, the applicable delivery term for shipments to Switzerland shall be DDP Incoterms® 2020. Seller bears the risk of loss or damage until the Products are delivered to the named place of destination ("Ship To"). Carriage of Products shall be arranged by the Seller and the freight cost and other shipping, and handling expenses as referenced in clause 3 shall be shown as a separate line item on the invoice or invoiced separately in addition to the price of the Products. The "Ship To" location is referenced on, amongst others, the order acknowledgement issued by the Seller. In the event of international transport of Goods, it is the Buyer's duty to comply with the necessary conditions, such as furnishing Seller with its national VAT registration number, and may be requested by Seller to provide proof of transport.

5.4 The Seller shall not be responsible for any delays in delivery and performance due to force majeure effecting itself, its suppliers and/or its carriers. Force majeure shall include, without limitation: accidents, strikes or labour disputes, acts of government or government agency, acts of nature, epidemics, pandemics or other serious widespread illness(es), public health emergency/ies, delays or failures in delivery from carriers or suppliers, shortages of materials, or any other cause beyond Seller's reasonable control. An event of force majeure shall release the Seller from its performance obligations for the duration of the failure and to the extent of its effects. The Buyer shall only be entitled to withdraw from the contract where the agreed delivery time exceeds the duration of a force majeure event by more than 10 weeks. Before that, the Buyer is only permitted to withdraw, if Seller has informed the Buyer in writing that it is not able to make the delivery. If at the end of this period the further performance of the agreement places an unreasonably onerous burden on either party, the party in question has the right to declare in writing within a period of 8 (eight) days that the agreement is partially or completely dissolved without the other party being entitled to any damages. Buyer shall not be entitled to order cancelation following its issuance of a unilateral production stop not initiated by government

decision. The contractual partners are obligated as far as reasonably possible to provide the necessary information and adjust their obligations to the changed conditions in good faith. If the production of the Goods is not reasonable due to force majeure, the Seller is released from its performance obligation and is entitled to withdraw from the contract.

5.5 If the Seller is in delay with its delivery with regard to delivery dates or deadlines that have been agreed in writing to be binding, the Buyer shall not be entitled to waive subsequent performance nor to withdraw from the contract not to claim damages.

## 6. Inspection and acceptance of Goods

6.1 The Buyer shall inspect the quality and quantity of the delivered Goods immediately after receipt. Possible defects or wrong deliveries shall be notified to the Seller in writing and in detail immediately, however not later than within 7 (seven) days after receipt of the Goods (or after identification of hidden defects). In case of delayed notification, the deliveries shall be considered as approved, and no warranty shall be given at all.

6.2 Appropriate partial deliveries and partial performance are admissible to a reasonable extent. Unavoidable quantity deviation of up to +/- 5 to 10% shall not be considered as under delivery.

## 7. Retention of title

The delivered Goods shall remain the Seller's property until full payment. The Buyer authorises the Seller to arrange for registration of the retention of title in the official register at the Buyer's expense and without the latter's participation and undertakes if required to perform all formalities required for this purpose.

## 8. Warranty

8.1 Seller warranty that the Goods supplied are free from defects in material or workmanship. With regard to Services, Seller warrants only that the Services shall be performed in accordance with generally accepted practices and using the degree of care and skill that is ordinarily exercised and customary in the field to which the Services pertain. Software is only warranted to perform in accordance with applicable specifications provided by Seller to Buyer. The responsibility of the Seller shall be limited to defects in the Goods which occur during a period of 12 (twelve) months after delivery of the Goods or 6 (six) months after performance of the Services and which can be satisfactorily demonstrated to have been in the Goods upon delivery. In particular the wear and tear of Goods within the scope of due use shall not be considered as a defect. The responsibility of the Seller for defects in the Software is limited to 90 (ninety) days from the date of delivery or, when downloaded by a Buyer or end-user, from the date of the initial download. Subject to the regulations provided in these General Terms and Conditions of Sale and to the extent legally permissible, Seller disclaims all other warranties, express and implied, including but not limited to design, merchantability and fitness for a particular purpose.

8.2 Seller does not warrant that the software is error-free or fault-free or fault-tolerant, or that Buyer's use thereof will be secure or uninterrupted. Buyer agrees and acknowledges that the software shall not be used in connection with hazardous or high risk activities or environments such as, but not limited to, the operation of nuclear facilities, aerospace systems, air traffic control, life support, or medical applications. Seller retains ownership of all software supplied to Buyer hereunder and in no event shall Buyer obtain any greater right in and to the software other than a right in the nature of a license limited to the use thereof and subject to compliance with any other terms provided with the software.

8.3 The Buyer, through its own analysis and testing, is solely responsible for making the final selection of the system and Goods and assuring that all performance, endurance, maintenance, safety and warning requirements of the application of the Goods are met. The Buyer must analyze all aspects of the application and follow applicable industry standards, specifications and other technical information provided with the Goods. If Seller provides Goods or system options based upon data or specifications provided by the Buyer, the Buyer is responsible for determining that such data and specifications are suitable and sufficient for all applications and reasonably foreseeable uses of the Goods. In the event the Buyer is not the end-user, Buyer will ensure such end-user complies with this Section.

8.4 If the Seller's assembly, installation, distribution or maintenance instructions are not observed, the Goods are modified, components are exchanged or consumables are used that do not comply with the original certificates, the Buyer has the right to claim damages for defects only if the Buyer provides evidence that the defect has not been caused by that but had been present already upon delivery.

8.5 In case of defects that were notified according to Section 6, the Seller is obligated to choose either to rectify the defects by subsequent improvement or to deliver new Goods or parts thereof against return of the faulty Goods. If subsequent deliveries or improvements should fail, the Buyer may only request reduction of the remuneration or choose to withdraw from the contract.

8.6 Any further claims for warranty by the Buyer are excluded to the legally permissible extent.

## 9. Compensation, liability limitations

9.1 Irrespective of their legal ground, any claims of the Buyer for compensation of damages which have not occurred in the delivered Goods themselves, such as in particular production losses, loss of use, lost profits, loss of orders, business interruptions, as well as other indirect or consequential losses of any kind are excluded to the legally permitted extent. In particular any liability for auxiliary persons of the Seller shall be excluded.

9.2 If any third parties should be injured or assets of third parties should be damaged, or if third parties are damaged otherwise by any acts or omissions of the Buyer, and if as a

result claims are asserted against the Seller, the latter shall be entitled to have recourse against the Buyer.

## 10. Rights of use and exploitation, property rights

10.1 If the Seller produces Goods based on information provided by Buyer, the Buyer shall be liable to the Seller that the Goods and Services delivered by Seller are free from industrial property rights of third parties. The Buyer shall indemnify the Seller from and against all corresponding claims and shall compensate the Seller for resulting losses.

10.2 If the Seller provides the Buyer with tools, drafts, installation suggestions or other drawings and documents together with the Goods, it shall retain ownership and all property rights, rights of use and exploitation for them. The Buyer has the right of use only within the scope of the contract; it is in particular not entitled to reproduce such items or disclose them to third parties.

## 11. Secrecy

11.1 Unless expressly agreed otherwise in writing, all information acquired by the Buyer in connection with the contractual relationship shall be considered as confidential.

11.2 The obligation of secrecy does not apply for information

(a) which have demonstrably been known to the party receiving the information ("Receiving Party") before disclosure, provided that the receiving party informs the party disclosing the information (the "Disclosing Party") within one month after receipt of such information;

(b) which have been known or accessible to the public at the time of their disclosure to the Receiving Party, or which become publicly known or accessible after their disclosure without this being due to a breach of a contract by the Receiving Party;

(c) which the Receiving Party receives from third parties, provided that this information is not the content of a non-disclosure agreement with the Disclosing Party;

(d) the disclosure of which to third parties has been previously permitted in writing by the Disclosing Party; or

(e) with regard to which the Disclosing Party is obligated to disclose them by law or due to court orders or official orders.

11.3 The obligation of secrecy shall continue to apply beyond termination of the contractual relationship.

## 12. Compliance

12.1 Buyer agrees to comply with all applicable laws, regulations, and industry and professional standards of care, including, but not limited to, those of the country or countries in which Buyer may operate or in which the Goods may be used, including without limitation any applicable anti-corruption laws and U.S. and E.U. export control and sanctions laws ("**Export Laws**"). Buyer agrees to indemnify, defend, and hold harmless Seller from the consequences of any violation of such provisions by Buyer, its employees or agents. Buyer acknowledges that it is familiar with the applicable anti-corruption laws and Export Laws, and certifies



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that Buyer will adhere to the requirements thereof and not take any action that may cause Seller to be in violation of any such law or requirement. In particular, Buyer represents and agrees that Buyer will not make any payment or give anything of value, directly or indirectly, to anyone - including, without limitation, any governmental official, any foreign political party or official thereof, any candidate for foreign political office, or any commercial entity or person - for the purpose of influencing such entity or person to purchase Goods or otherwise benefit the business of Seller. Buyer further represents and agrees that it will not receive, use, service, transfer or ship any Good from Seller in a manner or for a purpose that violates Export Laws or causes Seller to be in violation of Export Laws.

12.2 The Seller is entitled to store and process for its own purposes all data on the Buyer received in connection with the contract implementation, taking into account the data protection regulations.

## **13. Partial validity**

If any provision in these General Terms and Conditions of Sale or any provision within the scope of other agreements should be or become invalid, this shall not affect the validity of all other provisions or agreements.

## **14. Applicable law and place of jurisdiction**

14.1 These General Terms and Conditions of Sale and all legation relationships between Buyer and Seller shall be governed by substantive Swiss law. The UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

14.2 Exclusive place of performance and place of jurisdiction for all disputes (including those on claims under law of torts) between the parties for which no other exclusive place of performance and place of jurisdiction exists, shall be Etoy, Switzerland. However, the Seller is entitled to take legal proceedings against the Buyer also before any other competent court.