



# General Terms and Conditions

FO\_700151rev2026\_GTC\_Gremotool\_General\_Terms\_and\_Conditions.docx

GTC of Gremotool GmbH, Wilerstrasse 3, CH-9200 Gossau (SG) Switzerland. Valid from 01.01.2026

## TRANSLATION NOTICE

This English translation is provided for convenience and understanding only. The legally binding version of these General Terms and Conditions is the original German text. In the event of any discrepancies, differences in interpretation or inconsistencies, the German version shall prevail.

## 1 GENERAL – SCOPE OF APPLICATION

All – including future – offers, deliveries and other services provided by Gremotool GmbH, Wilerstrasse 3, 9300 Gossau (“Gremotool”) are governed exclusively by these General Terms and Conditions (“GTC”).

Any terms and conditions of the customer or reseller that deviate from, conflict with, or are not contained in these GTC shall not be recognised, unless Gremotool has expressly agreed to their applicability in writing. Any counter-confirmation by the customer referring to its own business or purchasing terms is hereby expressly rejected, even where we deliver with knowledge of such differing terms.

These GTC shall also apply where Gremotool performs a delivery or service without reservation while aware of the customer’s conflicting or deviating terms.

These GTC apply exclusively to customers and resellers who, at the time of concluding the contract, act in the course of their trade, business or profession (undertakings), as well as to legal persons governed by public law.

Where the customer is a reseller, it undertakes not to supply contractual goods to war zones, to countries subject to embargoes, or to regions subject to delivery boycotts, in accordance with the applicable sanctions and export control lists of Switzerland, the EU and the United States. In the event of a breach, the reseller shall indemnify and hold Gremotool harmless from all resulting third-party claims.



Where the customer is a reseller, it further undertakes not to advertise or offer products that directly or indirectly compete with Gremotool's contractual goods under the same internet address during the period of cooperation with Gremotool, nor to support any corresponding third-party providers. Any exceptions require Gremotool's prior written consent.

## **2 PRODUCT DESCRIPTIONS, APPLICATION-RELATED INFORMATION, RESERVATION OF CHANGES**

Brochures, catalogues, technical data sheets, drawings (including 3D data), instructions for use and other written information ("Information Materials") are non-binding in the absence of any other agreement and do not constitute a specification of quality. Gremotool expressly accepts no liability for any discrepancies in the Information Materials made available to the customer that arise as a result of errors in electronic transmission. Application-related advice and recommendations provided by Gremotool, whether verbally or in writing, are given in accordance with our current level of knowledge. They are non-binding and do not give rise to contractual rights or ancillary obligations under the contract of sale, unless expressly agreed otherwise in writing. Gremotool reserves the right to make adjustments to the specifications of the contractual goods and to the Information Materials at any time.

Gremotool retains ownership and/or copyright in all images, drawings, calculations and other documents relating to the contractual goods that are transmitted or otherwise made available to the customer, including construction drawings, plans or other technical or commercial documentation. The customer acknowledges these rights and undertakes not to make the information and documents received available, in whole or in part, to any third party without Gremotool's prior written authorisation, nor to use them for any purpose other than the agreed purpose, in particular not to pass them on to end customers.

Where the customer is a reseller, it shall ensure, in relation to the advertising and offering of the contractual goods both online and offline, that the design of its website and any other sales materials reflect the high reputation of the contractual goods. Furthermore, where contractual goods are offered online, the electronic ordering process must comply with all applicable legal requirements in the territories in which the offer can be accessed, ensuring an error-free and unambiguous presentation, description and selection of the contractual goods, including a correct display of the commercial terms.

Gremotool reserves the right to make design and material changes, provided that the ordinary use or the use presumed under the contract is not materially or adversely affected and the change is reasonable for the customer.

## **3 INTELLECTUAL PROPERTY RIGHTS**

Gremotool retains, in full, all intellectual property rights to which it is entitled in connection with the contractual goods, expressly including patent rights, design rights (intellectual property), copyright, name rights and company name rights, to the extent such rights exist. Except for the right set out in Clause 2 above, no rights are granted to the customer without Gremotool's prior express written consent.

Gremotool permits the reseller to place the contractual goods on the market and/or to advertise them within the contractual territory using, without alteration, the trade names, product numbers, trademarks and other symbols and designations specified by Gremotool (hereinafter referred to as



the “Contractual Marks”). Where guidelines exist regarding the correct use of the Contractual Marks, the reseller undertakes to comply with them.

The reseller acquires no rights in the contractual goods and/or the Contractual Marks other than the limited rights of use associated with the sale and promotion of the contractual goods.

Gremotool provides no warranty as to the existence or legal validity of the Contractual Marks, nor that Gremotool’s industrial property rights do not infringe the rights of third parties. Gremotool assumes no obligation to register trademarks in connection with the contractual goods.

The customer or reseller undertakes not to alter, counterfeit or otherwise modify the Contractual Marks, nor to remove, alter, counterfeit or otherwise modify the Contractual Marks, numbers or other identification marks affixed to the contractual goods or their packaging. The reseller further undertakes not to challenge Gremotool’s industrial property rights (patents, trademarks, designs, etc.) during the term of the business and supply relationship. Any breach of the foregoing entitles Gremotool to terminate the supply relationship with immediate effect. The assertion of further claims remains reserved.

If the reseller becomes aware of infringements of the Contractual Marks by third parties, it shall inform Gremotool without delay. If the reseller is approached or claimed against by third parties on the basis of alleged infringements of industrial property rights in connection with the contractual goods, the reseller shall notify Gremotool without delay, and the parties shall coordinate on the further course of action. To the extent that Gremotool is at fault with regard to the claims asserted by the third party, Gremotool shall indemnify the customer or reseller against such third-party claims. The reseller is not entitled, without Gremotool’s prior written consent, to enter into any agreement with third parties, in particular to negotiate or conclude any settlement.

## **4 DELIVERY PERIOD, SPECIFICATIONS, DELAY, SPARE PARTS**

### **4.1 Contractual Commitment / Order Confirmation**

Orders placed by the customer or reseller become binding only upon receipt of the order confirmation signed by Gremotool.

### **4.2 Delivery Dates / EXW Clause**

The delivery dates confirmed by Gremotool are understood to be ex works (EXW, Incoterms 2020). The reseller must inform Gremotool in writing, no later than at the time of ordering, of all standards and regulations applicable in the country of destination. If such information is not provided, Gremotool shall manufacture the contractual goods solely in accordance with the mandatory regulations and standards applicable at the place of manufacture.

### **4.3 Indicative Delivery Time / Preconditions for Commencement of Delivery**

The non-binding indicative delivery time is generally approximately eight (8) weeks after conclusion of the contract, but not before receipt of all of the following from the customer:

- information
- technical documentation
- approvals
- agreed advance payments



Delivery dates shall be extended accordingly if these preconditions are not fulfilled in due time or if the customer requests subsequent changes.

#### **4.4 Delivery Delays / Force Majeure**

If obstacles arise that Gremotool cannot avert despite exercising due care — irrespective of whether they occur at Gremotool, the customer, the reseller or a third party — the delivery periods shall be extended appropriately.

Such obstacles include, in particular:

- labour disputes
- war, civil unrest, terrorism
- significant operational disruptions, accidents
- governmental measures or omissions
- delayed or defective supplies
- natural events (e.g. storms, floods, earthquakes)

In the event of an operational disruption for which neither party is responsible, the customer or reseller may withdraw from the contract after granting a reasonable grace period.

#### **4.5 Damages for Delay**

Claims for damages due to delay or non-performance shall only arise if the delay is attributable to:

- intent,
- gross negligence on the part of Gremotool, or
- culpable breach of a material contractual obligation.

There is no limitation of liability for intent or gross negligence of auxiliary persons (Art. 100 Swiss Code of Obligations).

#### **4.6 Right of Withdrawal by Gremotool in Case of Prolonged Disruption**

If the operational disruption for which neither party is responsible lasts longer than eight (8) weeks, Gremotool is entitled to withdraw from the contract.

#### **4.7 Right to Withhold Performance in Case of Payment Default**

If the customer or reseller is in default of payment pursuant to Clauses 7 or 8, Gremotool is entitled to refuse further deliveries or services until full payment has been made.

#### **4.8 Rights in Case of Late Delivery**

In the event of delayed deliveries or services, the customer shall have exclusively the rights and claims set out in Clauses 4.4 to 4.6.

This limitation does not apply in cases of intent or gross negligence on the part of Gremotool.

#### **4.9 Availability of Spare Parts**

Gremotool undertakes to maintain an economically reasonable stock of spare parts for the contractual goods for a period of ten (10) years from the date of order.



Gremotool shall inform the customer in good time of any intended discontinuation of spare-parts availability so that the customer may place stock orders.

## 5 TRANSPORT, PASSING OF RISK, INCOMING GOODS INSPECTION, PARTIAL DELIVERIES

### 5.1 Delivery Conditions / Passing of Risk (Incoterms)

Unless otherwise agreed in writing, all deliveries of the contractual goods shall be made Ex Works (EXW, Incoterms 2020) from Gremotool's place of business.

In this case, the place of delivery and the point at which risk passes shall be determined exclusively in accordance with EXW.

If different delivery conditions (e.g. CPT, DAP under Incoterms 2020) are agreed, the place of delivery and the passing of risk shall be governed solely by the Incoterms expressly agreed in writing.

### 5.2 Transport, Customs Clearance, Insurance

Proper transport from the place of delivery to the place of destination, as well as customs clearance and transport insurance, shall be the responsibility of the customer or reseller unless expressly agreed otherwise in writing.

If the customer requests transport insurance, Gremotool shall arrange such insurance in the name and at the expense of the customer.

Customs duties, import and/or value-added taxes, and all other charges shall be borne by the customer or reseller.

Any costs advanced by Gremotool or third parties engaged by Gremotool shall be recharged to the customer.

### 5.3 Incoming Goods Inspection / Visible Defects / Quantity Deviations

The customer or reseller must carry out an incoming goods inspection immediately upon delivery with regard to:

- external damage
- incorrect deliveries
- quantity deviations

Such deviations must be notified to Gremotool in writing within five (5) working days of delivery.

If no notification is made within this period, the delivery shall be deemed accepted with respect to all visible defects and quantity deviations.

Quantity deviations do not constitute a defect. The customer is entitled to delivery of the missing quantity, which Gremotool will generally provide with the next shipment or upon completion of production.

### 5.4 Hidden Defects

Hidden defects must be notified in writing immediately upon discovery.



For contractual goods that are incorporated into an immovable work as part of a works contract, the mandatory statutory 60-day defect-notification periods pursuant to Clause 9 et seq. of these GTC apply in addition.

### **5.5 Legal Consequences of Recognised Defects / Limitations of Liability**

Where defects are acknowledged by Gremotool, rectification shall be carried out in accordance with Clause 9 et seq. of these GTC.

Further claims, in particular compensation for:

- indirect losses,
- consequential damages, or
- loss of profit —
- are excluded unless:
- intent or gross negligence on the part of Gremotool,
- personal injury or bodily harm,
- product liability, or
- culpable breach of material contractual obligations
- is involved.

In the event of a breach of material contractual obligations, Gremotool's liability is limited to the typical, foreseeable damage.

### **5.6 Packaging / Disposal**

Gremotool assumes no obligation to take back packaging.

The customer or reseller shall ensure lawful disposal in accordance with the regulations applicable in the country of destination.

### **5.7 Partial Deliveries**

Gremotool is entitled to make reasonable partial deliveries and partial performance.

Partial deliveries may be invoiced separately.

## **6 DOCUMENTS / INSTALLATION**

### **6.1 Provision of Technical Information**

Following receipt of the order, Gremotool shall provide the customer or reseller with the technical specifications, product characteristics and other technical information relevant to the contractual goods.

### **6.2 Handover of Documents upon Delivery**

At the time of delivery pursuant to Clause 5, Gremotool shall hand over the following documents to the customer or to a third party appointed by the customer (e.g. a freight forwarder):

- commercial invoice,
- certificate of origin, where required,
- for more complex contractual goods: the applicable operating or user manual.



The reseller is responsible for obtaining, completing and ensuring the accuracy of all customs-relevant documents required for the export of the contractual goods.

### **6.3 Support with Additional Export / Transport Documents**

If the reseller requires additional documents (e.g. export certificates, dual-use declarations or other transport or export documentation), Gremotool shall provide reasonable assistance within the limits of its organisational capabilities.

However, Gremotool is only obliged to prepare or procure such additional documents where this has been expressly agreed in writing.

### **6.4 Installation Obligations**

Unless expressly agreed otherwise in writing, installation of the contractual goods shall be carried out exclusively by the customer or by a third-party company appointed by the customer.

Where delivery, installation or assembly services are exceptionally part of the contract, the customer undertakes to ensure that all necessary conditions at the installation site are provided, in particular:

- electrical connections,
- hydraulic connections,
- compressed-air connections,
- adequate lighting,
- required access and safety clearances.

Any delays or additional costs resulting from the customer's failure to cooperate, or late cooperation, shall be borne exclusively by the customer.

### **6.5 Default of Acceptance and Duties to Cooperate**

If the customer is in default of acceptance or otherwise breaches its duties to cooperate, Gremotool is entitled to:

- claim compensation for the resulting damage, including additional expenses;
- deem the passing of risk to have occurred at the moment the customer enters into default of acceptance.

In such cases, the risk of accidental loss or accidental deterioration of the contractual goods passes to the customer or reseller at the time the default of acceptance arises.

## **7 PRICES AND PAYMENT**

### **7.1 Price Lists / Validity**

Upon publication of a new reseller price list (RRP), all previous price lists lose their validity after 30 days.

The following shall apply in each case:

- the GTC in force at the time of the order, and



- the current price list in its applicable version.

Deviating purchasing conditions of the customer or reseller shall not apply unless Gremotool has expressly agreed to them in writing.

## **7.2 Order Confirmation / Currency / Price Components**

For the delivery of the contractual goods, the prices stated in the order confirmation shall apply, plus statutory VAT where applicable.

Invoices are generally issued in Swiss francs (CHF), unless another currency has been expressly agreed in writing.

## **7.3 Price Adjustment Clause (Long-Term Supply Relationships / Foreign Currency)**

If a supply relationship extends over a period of more than two months and invoicing is not carried out in Swiss francs (CHF), Gremotool is entitled to adjust the prices for its product range, including the contractual goods, where significant cost or currency fluctuations make a price adjustment necessary.

Gremotool shall inform the customer of the price adjustment in writing. The adjustment applies to all deliveries not yet executed at the time of notification. For orders already delivered or fully completed, the agreed price remains unchanged.

In the event of discrepancies between the customer's purchasing conditions and the order confirmation, only the terms set out in the order confirmation shall apply.

## **7.4 Minimum Invoice Amount**

The net minimum invoice amount per order is CHF / EUR 120.00.

For orders below this amount, the difference shall be added to reach CHF / EUR 120.00 and invoiced accordingly.

## **7.5 Services / Development or Testing Costs**

If services are provided at the customer's request or based on a mutual recommendation by Gremotool (e.g. concept studies, test setups, system tests, technical clarifications), such services shall be deemed chargeable contractual goods and invoiced separately.

## **7.6 Cash Discounts / Rebates**

The deduction of cash discounts, bonuses or other rebates is not permitted unless expressly agreed in writing on a case-by-case basis.

The listed prices apply only to the delivery of the contractual goods from the place of delivery / Gremotool's place of business.

Further delivery, installation or other services — where agreed — shall be invoiced based on actual time spent or at the contractually agreed flat rate.

## **7.7 Payment Terms / Due Date**

Unless expressly agreed otherwise in the order confirmation:

- the full invoice amount (plus VAT and ancillary costs) is due immediately on the invoice date without deduction;



- invoicing takes place at the same time as Gremotool notifies the customer that the contractual goods are ready for collection;
- bank transfer fees shall be borne by the customer or reseller;
- if payment is not made within the stated payment period, the customer automatically enters into default (without reminder).

A payment is deemed made only once the amount has been irrevocably credited to Gremotool.

### **7.8 Consequences of Default**

In the event of payment default, Gremotool is entitled to charge at least the statutory default interest and to assert all other legally permissible claims for damages.

The one-off or repeated granting of a payment extension applies solely to the specific claim concerned and does not constitute a general deferral of further claims.

### **7.9 Set-Off and Rights of Retention**

Gremotool is entitled to set-off and retention rights to the extent permitted by law.

The customer or reseller may only set off or exercise rights of retention if its counterclaims are:

- acknowledged by Gremotool,
- undisputed,
- ready for decision, or
- legally established.

A right of retention exists only where the counterclaim arises from the same contractual relationship.

### **7.10 Allocation of Incoming Payments**

Gremotool is entitled to disregard any conflicting payment instructions from the customer and allocate payments as follows:

- first to costs,
- then to interest,
- lastly to the principal claim.

Gremotool shall inform the customer of the allocation made.

## **8 RETENTION OF TITLE / PAYMENT DEFAULT / TERMINATION RIGHTS**

### **8.1 Retention of Title**

Gremotool retains ownership of the delivered contractual goods ("Retained Goods") until full payment of the invoiced amount has been received.

The customer or reseller must inform Gremotool immediately of any seizure, confiscation, damage or loss of the Retained Goods.



If this duty is breached, Gremotool is entitled to withdraw from the contract.

## **8.2 Duties to Cooperate in Protecting Ownership**

The customer or reseller undertakes to cooperate in all measures necessary to protect Gremotool's ownership rights.

In particular, upon conclusion of the contract, the customer authorises Gremotool to register or record a retention of title in accordance with the statutory provisions applicable in the country of destination and to complete all formalities required for this purpose.

## **8.3 Insurance and Proper Handling of the Retained Goods**

The customer or reseller shall insure the Retained Goods at its own expense and for the entire duration of the retention of title, for the benefit of Gremotool, at their replacement value against at least the following risks:

- theft
- breakage
- fire
- water
- any other typically foreseeable risks

The customer must also take all measures necessary to ensure that Gremotool's ownership rights are neither impaired nor extinguished.

Any required maintenance or inspection work must be carried out in good time and at the customer's own expense.

## **8.4 Payment Default / Right of Repossession**

In the event of a breach of contract, in particular payment default, Gremotool is entitled to:

- demand the return of the Retained Goods.

The repossession of the Retained Goods does not in itself constitute a withdrawal from the contract unless Gremotool expressly declares withdrawal in writing.

However, any seizure of the Retained Goods by Gremotool shall always be deemed a withdrawal from the contract.

After repossession, Gremotool is entitled to realise (sell) the contractual goods.

The proceeds of the sale shall be credited against the customer's outstanding debts, less reasonable realisation costs.

## **8.5 Protection of Brand and Corporate Reputation**

The reseller must ensure that its advertising and sales activities do not impair or damage the good reputation that Gremotool and its contractual goods have built up over many years.

If the reseller breaches this obligation and fails to remedy the breach within ten (10) working days after receiving a warning, Gremotool is entitled to terminate the supply and business relationship with immediate effect.



## 8.6 Termination for Good Cause

Irrespective of the above provisions, the right of either party to terminate the contract without notice for good cause remains unaffected.

Good cause exists in particular where the reseller, despite a warning and reasonable grace period, repeatedly breaches material contractual obligations, especially its payment obligations or its duties of protection, disclosure or cooperation.

## 9 NOTICE OF DEFECTS / WARRANTY FOR DEFECTS

The customer or reseller must inspect the contractual goods after delivery.

Obvious defects must be notified in writing within 60 days of delivery, and hidden defects within 60 days of their discovery.

This statutory period under Swiss law (Swiss Code of Obligations) is mandatory and cannot be contractually shortened. If the notice of defects is not submitted within the prescribed period, the goods shall be deemed approved.

The customer's warranty rights require that the customer has duly complied with its statutory and/or contractual duties of inspection and notification.

Where the delivered goods exhibit a non-minor defect and such defect has been notified in due time, the customer or reseller may demand, as subsequent performance, either the rectification of the defect (repair) or the delivery of a defect-free replacement item.

In the case of defect rectification, Gremotool shall bear the necessary expenses, in particular transport, travel, labour and material costs, provided these are not increased by the goods having been moved to a location other than the agreed place of performance.

If subsequent performance fails, the customer is entitled, at its discretion, to withdraw from the contract or to demand a corresponding reduction of the purchase price.

Liability for insignificant defects is excluded unless mandatory statutory provisions provide otherwise.

## 10 LIMITATIONS OF WARRANTY

Gremotool complies, in the manufacture of the contractual goods, with all mandatory statutory provisions applicable in the country of origin (Switzerland), as well as the relevant safety, accident-prevention and technical standards. Delivery is made Ex Works (Incoterms 2020).

Where the contractual goods are intended by the customer or reseller to be placed on the market within the European Economic Area (EEA) and this has been expressly agreed in writing, Gremotool shall ensure that the contractual goods comply with the machinery legislation applicable in the destination market.

This includes in particular:

- until 19 January 2027: the requirements of the Machinery Directive 2006/42/EC,
- from 20 January 2027: the requirements of Regulation (EU) 2023/1230 on machinery.



Any required conformity procedures, CE markings or EU Declarations of Conformity shall be provided exclusively within the scope of the agreed destination market.

If the customer or reseller expressly informs Gremotool at the time of ordering of additional statutory or technical requirements in specific destination countries, and Gremotool confirms compliance with such requirements in writing, Gremotool shall carry out the necessary modifications to the contractual goods for an appropriate additional charge.

Unless expressly agreed otherwise, the customer or reseller is solely responsible for ensuring that the contractual goods comply with all applicable legal and technical requirements in the countries in which the goods are used or further distributed.

Subject to the mandatory statutory warranty rights under the Swiss Code of Obligations, Gremotool does not provide any contractual guarantees beyond these rights.

In particular — insofar as legally permissible and unless expressly agreed in writing — no warranty is given for any specific commercial or technical suitability of the contractual goods.

## **11 LIABILITY / LIMITATIONS OF LIABILITY**

### **11.1 Indemnification in the Context of International Distribution**

The customer shall indemnify and hold Gremotool harmless from any third-party claims arising from the international distribution of the contractual goods by the customer, unless such claims are based on

- (i) a guarantee assumed by Gremotool,
- (ii) Gremotool's culpable breach of material contractual obligations, or
- (iii) mandatory statutory liability.

Mandatory liability under the Swiss Product Liability Act (PrHG) remains unaffected.

### **11.2 General Principle of Liability**

In cases of contractual or non-contractual liability, Gremotool shall pay damages in accordance with the following provisions.

Any limitation of liability for intent or gross negligence is excluded (Art. 100(1) Swiss Code of Obligations).

### **11.3 Liability Cap for Slight Negligence (B2B)**

In cases of slight negligence, Gremotool's liability per damage event is limited to 30% of the net invoice value of the affected delivery or service.

Financial losses (in particular production downtime, data loss, additional expenditure) are further limited to 10% of the net invoice value.

These limitations do not apply where mandatory law provides for broader liability (in particular personal injury / PrHG).

### **11.4 Insurance**

Where insurance cover exists for a capped loss, Gremotool shall be liable at least up to the amount covered under the applicable insurance policy.



Mandatory liability (e.g. personal injury, PrHG) applies irrespective of the existence or payment of insurance benefits.

### **11.5 Exclusion of Certain Types of Damage (B2B)**

Gremotool shall not be liable for indirect or consequential losses, including loss of profit, savings, loss of use or third-party claims, unless the damage results from intent or gross negligence, injury to life, body or health, fraudulent concealment, or a breach of a material contractual obligation.

In the event of a breach of a material contractual obligation, liability is limited to the typical, foreseeable damage.

### **11.6 Duty to Provide Information / Product Safety**

Exclusions of liability for negligently omitted warnings regarding negative product characteristics do not apply where such omission constitutes a defect in the legal sense or where mandatory product safety or product liability law applies (PrHG / PrSG / Machinery Ordinance).

### **11.7 Non-Excludable Rights**

The above limitations of liability do not apply to claims arising from intent or gross negligence (Art. 100 Swiss Code of Obligations), injury to life, body or health, product liability (PrHG), or fraudulent concealment.

Contributory negligence on the part of the customer remains attributable.

## **12 FURTHER LIMITATIONS OF LIABILITY**

### **12.1 General Exclusion of Liability (B2B)**

Unless otherwise provided in these provisions, claims for damages by the customer or reseller – irrespective of the legal basis – are excluded, unless the damage is based on intent or gross negligence, injury to life, body or health, a breach of a material contractual obligation, or mandatory statutory liability.

### **12.2 Indirect Losses / Financial Losses**

Gremotool shall not be liable for indirect losses, consequential losses, losses outside the delivered goods, loss of profit or other financial losses of the customer, unless the damage results from intent, gross negligence, personal injury, product liability or a breach of a material contractual obligation.

In the event of a breach of a material contractual obligation, liability is limited to the typical, foreseeable damage.

### **12.3 Product Liability / Machinery Ordinance**

The provision in paragraph 1 does not apply to claims under the Swiss Product Liability Act (PrHG) or the Swiss Machinery Ordinance (MaschV).

Mandatory liability under the PrHG remains unaffected; contractual exclusion or limitation of liability towards injured parties is not permitted.

Internal recourse claims by the customer against Gremotool for property damage may – to the extent permitted by law – be limited to the amount covered by Gremotool's existing business liability insurance.



#### **12.4 Impossibility / Initial Impossibility**

The provision in paragraph 1 also does not apply in cases of initial impossibility or impossibility attributable to Gremotool.

#### **12.5 Liability of Employees**

Where Gremotool's liability is excluded or limited, this shall – to the extent legally permissible – also apply to the personal liability of its employees, agents and other auxiliary persons.

#### **12.6 Mandatory Insurance of the Reseller**

The reseller undertakes to maintain, for the entire duration of the business relationship, a business liability insurance policy with adequate coverage for all damages that may arise in connection with the distribution, international trade or promotion of the contractual goods.

Proof of such insurance must be provided to Gremotool in writing upon request.

### **13 PLACE OF JURISDICTION, PLACE OF PERFORMANCE, APPLICABLE LAW, RELATIONSHIP BETWEEN THE PARTIES**

#### **13.1 Applicable Law**

In addition to these General Terms and Conditions, exclusively the substantive law of Switzerland shall apply, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

#### **13.2 Place of Jurisdiction (B2B)**

Where the customer or reseller is a legal entity or a commercially operating business, the ordinary courts of the Canton of St. Gallen (Switzerland) shall have exclusive jurisdiction for all disputes arising out of or in connection with this contract and these General Terms and Conditions.

However, Gremotool is entitled to bring an action against the customer or reseller at its registered office or at any other legally permissible place of jurisdiction.

#### **13.3 Place of Performance**

Unless otherwise stated in an order confirmation, the place of performance shall be Gremotool's registered place of business.

#### **13.4 Written Form**

All agreements between the customer or reseller and Gremotool made in connection with the respective order or these General Terms and Conditions must be in writing.

The written form requirement is deemed fulfilled if the declaration is transmitted by e-mail, electronically signed, or sent via a verifiable electronic communication system.

#### **13.5 Relationship Between the Parties**

Gremotool and the customer or reseller are independent contracting parties.

The cooperation arising from the respective order or framework agreement does not create an employment relationship, agency, joint venture, partnership or fiduciary relationship between the parties.



Neither party is authorised to act on behalf of, or to bind, the other party. No authority of representation is granted, whether expressly or implicitly.



## 14 DATA PROTECTION

The customer or reseller agrees that Gremotool may process the personal data provided by them in the context of the order for the purpose of establishing, performing and administering the contractual relationship. This includes, in particular, the use of such data for order processing, delivery, invoicing, communication, as well as service and support activities.

Gremotool processes personal data exclusively in accordance with applicable Swiss data-protection law, in particular the revised Swiss Federal Act on Data Protection (revFADP). Data is disclosed only to internal departments or external service providers that are necessary for the performance of the contract, and only to the extent required for fulfilling contractual obligations.

The customer or reseller has, at any time, the statutory rights to access, rectification, deletion and – where provided by law – restriction of processing. Transfers of data abroad take place only where an adequate level of data protection is ensured.

## 15 SEVERABILITY

Should individual provisions of these General Terms and Conditions or of the contract supplemented by them be wholly or partially invalid or not form part of the contract, the remainder of the contract shall remain valid and unaffected.

In place of the invalid or missing provision, the applicable non-mandatory provisions of Swiss law shall apply.

A validity-preserving reduction (blue-pencil doctrine) shall not apply.

9200 Gossau, 1 January 2026

Management of Gremotool GmbH

