



General Terms and Conditions

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GTC of Gremotool GmbH, Wilerstrasse 3, CH-9200 Gossau (SG) Switzerland. Valid from 01.01.2024

1. GENERAL: SCOPE OF APPLICATION

All - including future - offers, deliveries and other services of Gremotool GmbH, Wilerstrasse 3, 9300 Gossau (hereinafter referred to as 'Gremotool') are subject exclusively to these General Terms and Conditions. Any terms and conditions of the contractual partner (hereinafter referred to as 'Customer' or 'Reseller') that deviate from, conflict with or are not contained in our Terms and Conditions shall not be recognized unless Gremotool has specifically agreed to their validity in writing. Any counter-confirmation by the customer with reference to his terms and conditions of business or purchase is hereby rejected.

These General Terms and Conditions shall also apply if Gremotool carries out a delivery without reservation in the knowledge of conflicting or deviating terms and conditions of a customer. Gremotool reserves the right to amend these General Terms and Conditions from time to time. The current version of these General Terms and Conditions shall apply.

These terms and conditions only apply to customers and resellers who are acting in the exercise of their commercial or independent professional activity (companies) when concluding the contract, as well as to legal entities under public law.

If the customer is a reseller, the customer undertakes not to deliver contract goods to war zones or to countries subject to a delivery boycott. The customer shall indemnify Gremotool against any liability for third-party claims arising from the breach of this obligation.

In the event that the Customer is a reseller, the Customer shall not, for the duration of the cooperation with Gremotool, advertise or offer any product that directly or indirectly competes with the contractual goods (under the same Internet address) or directly or indirectly support a third party in such activities without having obtained Gremotool's prior written consent in each individual case, specifying the respective product.



2. Product descriptions, technical application notes, subject to change

Unless otherwise agreed, brochures, catalogs, technical data sheets, drawings (including 3D data), instructions for use and other written information ('Information Materials') are not binding and do not constitute an indication of quality. Gremotool is expressly not liable for any deviations in the Information Materials provided to the customer that arise because of errors in electronic transmission. Technical application information and recommendations provided by Gremotool in words and pictures to support the customer are based on our current state of knowledge. They are non-binding and do not establish any contractual rights or secondary obligations arising from the purchase contract, unless expressly agreed otherwise in writing. Gremotool reserves the right to make adjustments to the specifications of the contractual goods and the information materials at any time.

Gremotool retains title and/or copyright to all illustrations, drawings, calculations and other documents relating to the contract goods, including design drawings, plans or other technical or commercial documents, provided or made available to the customer. The customer acknowledges these rights and undertakes not to make the information and documents received available to third parties, in whole or in part, without Gremotool's prior written authorization, or to use them for purposes other than those for which they were intended, in particular to provide them to end customers.

Insofar as the customer is a reseller, he shall ensure that the design of the Internet presence and other sales documents are in accordance with the high regard for the contract goods with regard to the advertising and offer of the contract goods via the Internet as well as offline. Furthermore, in the case of the online offer of contract goods, the electronic processing procedure complies with the legal requirements applicable in all areas for error-free and unambiguous advertising, presentation and selection of the contract goods, including a correct presentation of the business conditions.

Gremotool reserves the right to make design and material changes, provided that the normal use of the delivered item or the use assumed under the contract is not significantly and 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, design (intellectual property), copyright, name and company rights, insofar as these exist, and, with the exception of the right under Clause 2, does not grant customers any rights thereto without express prior written consent.

Gremotool authorizes the reseller to market and/or advertise the contract goods in the contract territory using the trade names, product numbers, trademarks and other symbols and product designations specified by Gremotool (hereinafter referred to as 'Contractual Marks'). Insofar as guidelines exist regarding the correct use of the contractual trademarks, the reseller undertakes to comply with them.

Except for the limited rights of use in connection with the sale and advertising of the contractual goods, the reseller does not acquire any rights to the contractual goods and/or the contractual labeling.



Gremotool does not warrant the existence or legal validity of the contractual trademarks or 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, forge or otherwise modify the contractual markings, nor to remove, alter, forge or otherwise modify the contractual markings or numbers and other identification marks affixed to the contractual goods or their packaging. The reseller further undertakes not to infringe Gremotool's industrial property rights (patents, trademarks, designs, etc.) for the duration of the business and supply relationship. Any violation of the above provisions shall entitle Gremotool to terminate the supply relationship without notice. Gremotool reserves the right to assert further claims.

In the event that the Reseller becomes aware of infringements of the contractual trademarks by third parties, the Reseller shall inform Gremotool immediately. In the event that claims are asserted against the reseller by third parties for alleged infringement of industrial property rights in connection with the contractual goods, the reseller will inform Gremotool immediately, and the parties will agree on further measures. To the extent that Gremotool is at fault with respect to the claims asserted by the third party, Gremotool shall indemnify the customer or reseller against any such claims asserted by the third party. The reseller is not authorized to enter into any agreement with third parties without Gremotool's prior written consent. In particular, the reseller is not authorized to negotiate a settlement without Gremotool's prior written consent.

4. Delivery time, specifications, delay, spare parts

Orders placed by the Customer or Reseller shall only become effective upon receipt of the Customer's or Reseller's order confirmation signed by Gremotool.

The delivery dates confirmed by Gremotool are ex-works. The reseller shall inform Gremotool in writing of the standards and regulations applicable in the country of destination at the latest when placing the order. Otherwise, Gremotool will manufacture the contractual goods exclusively in accordance with the mandatory regulations and standards applicable at the place of manufacture.

Gremotool's delivery date is approximately eight (8) weeks after the conclusion of the contract, but in no event prior to the provision of all information and/or documents to be provided by the customer or reseller, as well as approvals or advance payments. The delivery dates shall be extended accordingly if Gremotool does not receive the information or advance payments it requires for the fulfillment of the contract in due time or if the Customer subsequently changes them, thereby causing a delay in the deliveries or services. If obstacles arise that Gremotool cannot avert despite exercising due care, regardless of whether they arise at Gremotool, the customer, the reseller or a third party - such as a supplier of Gremotool. Such impediments include, for example, labour disputes, war, riots, significant operational disruptions, accidents, late or faulty delivery of the required raw materials, semifinished or finished products, official measures or omissions and natural disasters.

The customer or reseller is entitled to withdraw from the contract after setting a reasonable grace period in cases where Gremotool suffers an operational disruption through no fault of its own. The customer or reseller may only claim damages for non-performance in the amount of the foreseeable damage if the delay is due to intent or gross negligence or a material breach of duty on the part of Gremotool. If the disruption of operations through no fault of Gremotool lasts longer than eight weeks, Gremotool is entitled to withdraw from its performance obligations.



In the event that the customer or reseller is in arrears with the payment of the contractual goods (see 7 and 8), Gremotool has the right to refuse performance with regard to outstanding orders from the customer or reseller under the respective order confirmation.

The customer shall have no rights or claims for delay in delivery or performance other than those expressly set forth in clauses 3 and 4 above. This limitation does not apply to unlawful intent or gross negligence on the part of Gremotool, but it does apply to unlawful intent or gross negligence on the part of auxiliary persons.

Gremotool undertakes to keep existing spare parts for the contractual goods in stock to an economically reasonable extent for a period of ten (10) years after the order date. Gremotool will inform the Customer in good time of the intended discontinuation in order to enable the Customer to place stock orders prior to discontinuation.

5. Transport, transfer of risk, incoming goods inspection, partial deliveries

Unless otherwise agreed, all deliveries of the contractual goods from and to Gremotool shall be made 'Ex Works' in accordance with the Incoterms 2020. The place of delivery and thus the place of transfer of risk is the registered office of Gremotool, unless otherwise agreed by way of exception. Proper transport from the place of delivery to the place of destination, as well as customs clearance and insurance of the contractual goods are the sole responsibility of the customer or reseller, unless expressly agreed otherwise in writing.

If, by way of exception, Gremotool is obligated to deliver the contractual goods due to a deviating agreement, Gremotool will deliver to the agreed place of destination, i.e. delivery to the kerb side of the place of destination, against reimbursement of costs. Irrespective thereof, the risk passes upon collection of the contractual goods at Gremotool's registered office. Provided that the customer or reseller so desires, Gremotool will cover the delivery with transport insurance; the customer shall bear the costs incurred in this respect. Customs duties and other costs and charges of any kind associated with the delivery of the goods (e.g. import and/or value-added taxes) shall be borne by the customer or reseller and shall be passed on to the customer or reseller to the extent that Gremotool or a third-party company commissioned by Gremotool incurs such costs.

Immediately after delivery of the contractual goods from Gremotool to the place of delivery or destination (Clause 2) in accordance with this agreement, the customer shall carry out a comprehensive incoming goods inspection for damage or quantity deviations. Quantitative deviations do not constitute a defect and do not entitle the customer to assert warranty claims. The customer will inform Gremotool immediately of any shortfall in quantity and Gremotool will, as a rule, provide a replacement delivery at no extra cost to the customer with the next delivery, at the latest, after production of the shortfall has been completed. If Gremotool does not receive written notification from the customer within 5 working days of the delivery date, the delivered batch of contractual goods is deemed to have been approved. Notification of defects after this period shall be deemed late. In the event of a defect in the delivery recognized by Gremotool, Gremotool shall remedy the defect in accordance with Clause 9 et seq. of these General Terms and Conditions. Further claims by the customer, in particular for compensation for consequential damages, loss of profit, etc., are excluded.

Gremotool does not assume any obligation to take back packaging. The customer or reseller must dispose of the emptied packaging in accordance with the regulations applicable in the country of



destination. Where necessary for operational reasons, Gremotool reserves the right to make partial deliveries and/or render partial services at any time.

6. Documents / assembly

Upon receipt of the order, Gremotool will provide the Customer with certain information about the technical specifications and product characteristics of the Contract Products.

At the same time as the delivery pursuant to Section 5 et seq., Gremotool shall provide the customer or a third party authorized by the customer (e.g. forwarding agent) with the following documents for the contractual goods: Commercial invoice (including certificate of origin) and, in the case of more complex contractual goods, the respective operating instructions. The reseller is responsible for the procurement and processing of error-free, complete and customs-certified documents, in particular for the export of the contract goods.

If the reseller requires further documents for the transport of the contractual goods (e.g. export certificates, dual-use declarations, etc.), Gremotool will support the customer to the extent possible in completing the relevant documents to a reasonable extent.

Unless expressly agreed otherwise in the contract, the assembly of the contractual goods shall be carried out solely by the customer or by a third-party company commissioned by the customer. In the event that, by way of exception, delivery, assembly or installation services by Gremotool are part of the contract based on a written agreement, the customer undertakes to make all arrangements (e.g. electrical connections, hydraulic connections, compressed air connections, adequate lighting, etc.) for the assembly at the assembly site. The customer shall be solely responsible for any delays or cost increases resulting from the failure to fulfil this obligation.

If the customer is in default of acceptance or violates other duties to co-operate, Gremotool is entitled to demand compensation from the customer or reseller for the resulting damages, including any additional expenses. In this case, the risk of accidental loss or accidental deterioration of the purchased goods shall also pass to the customer at the point in time at which the customer is in default of acceptance.

7. Prices and payment

With the publication of the price list (RRP) for resellers, all previous price lists lose their validity after 30 days. The price list applies together with our General Terms and Conditions of Business valid at the time of the order, which apply exclusively.

The prices stated in the order confirmation (plus VAT, if applicable) shall apply to the delivery of the contractual goods. Invoicing shall be in Swiss francs (CHF), unless otherwise agreed in the order confirmation. Insofar as the customer's or reseller's terms and conditions of purchase contain deviating provisions, these are expressly rejected.

In the event that the supply relationship between the customer / reseller and Gremotool extends over a period of more than two months and invoicing is exceptionally not in Swiss francs in accordance with the order confirmation, Gremotool reserves the right to adjust the delivery prices for its product range, including the contractual goods, at any time and at short notice (price escalation clause). Insofar as there are discrepancies between the customer's or reseller's terms and conditions of purchase and the order confirmation, the individual conditions contained in the order confirmation, in particular the prices, shall apply.

The net minimum invoice amount per order is CHF / EUR 120.00. For deliveries of goods below this value, the difference will be invoiced.



If services (e.g. concept studies, test devices, system trials, etc.) are carried out at the request of the customer or at the mutual recommendation of Gremotool, these shall become contractual goods subject to a charge.

The deduction of discounts and/or rebates from the delivery price by the customer or reseller is not permitted, unless expressly agreed in writing between the parties in individual cases. The prices quoted apply only to the delivery of the contractual goods ex place of delivery/headquarters Gremotool. Further delivery and/or assembly, if agreed in individual cases, shall be invoiced additionally according to time spent, unless a lump sum price has been agreed in individual cases.

Unless otherwise stated in the order confirmation, the following terms of payment apply: The agreed delivery price (plus VAT, etc.) is due for payment to Gremotool in full and without deduction on the invoice date. Invoices will be issued at the same time as Gremotool informs the customer that the contractual goods are ready for collection at the place of delivery. Transfer charges shall be borne by the customer. If the amount due is not credited to Gremotool's account within the above-mentioned periods, the customer or reseller is automatically in default.

If the customer or reseller is in default of payment, Gremotool is entitled to demand at least the statutory default interest. Payment is deemed to have been made as soon as Gremotool can dispose of the amount. A single or multiple granting of a payment term applies only to the respective invoice amount and not to other claims (in particular claims from other or future services).

Gremotool is entitled to rights of set-off and retention vis-à-vis customers or resellers to the extent permitted by law. Gremotool shall only be entitled to offset payments to customers / resellers or to withhold payments in the same way as offsetting payments if Gremotool has recognized, undisputed, or legally established legal claims of the customer. Furthermore, the customer or reseller is only authorized to exercise a right of retention to the extent that his counterclaim is based on the same contractual relationship.

Gremotool is entitled to offset payments against older debts first, even if the customer's or reseller's terms and conditions do not provide otherwise, and will inform the customer or supplier of the type of offsetting that has taken place. If costs and interest have already been incurred, Gremotool is entitled to offset the payment first against the costs, then against the interest and finally against the principle claim.

8. Retention of title / default of payment / cancellation rights

Gremotool remains the owner of the delivered contractual goods ('reserved goods') until receipt of the full invoice amount.

The customer or reseller is obliged to notify Gremotool immediately in the event of seizure, confiscation, damage or loss of the goods subject to retention of title; in the event of a breach of this obligation, Gremotool has the right to rescind the contract.

The customer or reseller is obliged to cooperate in measures necessary to protect Gremotool's property; in particular, he authorizes Gremotool, upon conclusion of the contract, to enter or register the reservation of title in public registers, books or the like, in accordance with the laws in force in the country of destination, and to fulfil all formalities in this regard.



The customer or reseller shall insure and maintain the goods subject to retention of title at its own expense against theft, breakage, fire, water and other risks at replacement value for the duration of the retention of title in favour of Gremotool. Furthermore, the customer shall take all measures to ensure that Gremotool's title to the goods subject to retention of title is neither impaired nor cancelled. If maintenance and inspection work is required, the customer must perform such work in a timely manner and at his own expense.

In the event of breach of contract by the customer, in particular in the event of default in payment, Gremotool is entitled to demand the return of the goods subject to retention of title from the customer. Gremotool's taking back of the goods does not constitute a cancellation of the contract, unless Gremotool has expressly declared this in writing. Gremotool's seizure of the goods subject to retention of title from the customer or reseller always constitutes a cancellation of the contract.

After taking back the contractual goods, Gremotool is authorized to dispose of them. The proceeds of the realization shall be set off against the customer's liabilities, less reasonable realization costs.

The reseller shall ensure that the advertising and sales activities do not damage the good reputation of Gremotool and/or the contract goods, which has been built up over many years in the precision tool market. If the reseller violates this obligation and a corresponding warning does not help within a period of 10 working days, Gremotool is entitled to terminate the supply business relationship with the customer or reseller without notice. The same shall apply in the event of repeated breach of another principal obligation of the reseller, in particular the obligation to pay, which is not remedied despite a warning. The right of either party to terminate the contract for good cause shall remain unaffected.

9. Notice of defects / warranty for defects

The customer or reseller must report defects of any kind in the contractual goods at writing without delay - hidden defects, however, only after discovery. Otherwise, the delivered goods shall be deemed approved. The customer's warranty rights presuppose that he has duly fulfilled his statutory and/or contractually agreed inspection and complaint obligations.

If the delivered goods have a not insignificant defect and this defect has been reported in a timely manner, the customer or reseller may, at Gremotool's discretion, demand either the elimination of the defect (rectification) or the delivery of a defect-free item (replacement delivery) as subsequent fulfilment. In the event of rectification of the defect, Gremotool is obliged to bear all expenses necessary for the purpose of rectifying the defect, in particular transport, travel, labour and material costs, insofar as these are not increased by the fact that the purchased item has been taken to a place other than the place of performance.

If the subsequent fulfilment fails, the customer is entitled, at his discretion, to declare his withdrawal or to demand a corresponding reduction of the purchase price (reduction). Liability for insignificant defects is excluded.

10. Limitations on warranties

Gremotool shall comply with the mandatory statutory provisions applicable in the country of origin (Switzerland) for the manufacture and delivery Ex Works (Incoterms 2020) in the country of origin. Furthermore, Gremotool shall comply with the applicable safety, accident prevention and other mandatory technical regulations in the manufacture of the contractual goods.



If, at the time of the order, the customer or reseller expressly informs Gremotool of additional legal requirements for the contract goods in certain recipient countries and Gremotool confirms compliance with these additional requirements in writing, Gremotool will also make corresponding modifications in the manufacture of the contract goods for a corresponding additional charge. Unless expressly agreed otherwise, the customer or reseller is solely responsible for ensuring that the contract goods comply with all applicable requirements in all countries in which the customer or reseller uses the contract goods and/or supplies them to third parties.

Gremotool does not assume any further obligations and/or warranties in connection with the contractual products. In particular, unless expressly agreed in writing, Gremotool assumes no warranty for the commercial and/or technical suitability of the contractual goods.

11. Liability / limitation of liability

The Customer shall indemnify Gremotool against all claims of third parties arising in connection with the international distribution of the contractual goods, except for such claims which are solely attributable to the breach of a warranty or material contractual obligation assumed by Gremotool hereunder with respect to the contractual goods.

In all cases of established contractual or non-contractual liability on the part of Gremotool, Gremotool shall pay damages exclusively in accordance with the following limits:

- I. liability for simple negligence is limited to 30% of the net invoice value and for financial losses to a maximum of 10% of the net invoice value.
- II. in addition, Gremotool shall be liable, to the extent that Gremotool is insured against the damages incurred, within the scope of the insurance coverage and subject to the condition precedent of the insurance payment.
- III. Gremotool is not liable for loss of profit.
claims due to negligent failure to provide information about negative characteristics of the contractual goods are excluded, insofar as this does not constitute a material defect.

The limitations of liability pursuant to paragraph 2 do not apply in the case of liability for fraudulent concealment of a defect, in the case of intent, gross negligence and injury to life, body or health, or in the case of liability under the Product Liability Act or the Machinery Ordinance. This applies accordingly if the customer claims damages in lieu of performance due to the absence of a guaranteed quality of the item, or if Gremotool has breached a material contractual obligation which is essential for the fulfilment of the purpose of the contract. Gremotool's liability is in any case limited to the damage typical for the contract. A breach of an 'essential' contractual obligation within the meaning of these General Terms and Conditions is deemed to have occurred if Gremotool culpably breaches such obligations, the proper fulfilment of which the customer relied on and was entitled to rely on because they characterize the contract. Gremotool reserves the right to plead contributory negligence on the part of the customer.

12. Total liability

Unless otherwise provided for in the above provisions, claims of the customer - or reseller - are excluded, regardless of the legal grounds. In particular, Gremotool shall not be liable for damages that have not occurred to the delivery item itself, nor for loss of profit or other financial losses of the customer.



The provision in paragraph 1 does not apply to claims under the Product Liability Act or the Machinery Ordinance. It also does not apply if Gremotool is liable for bodily injury or damage to health on other legal grounds. Insofar as the customer is entitled to claims against Gremotool under product liability for property damage, Gremotool's liability is limited to the amount covered by its business liability insurance.

The provision in paragraph 1 shall also not apply in the event of initial incapacity, or impossibility for which the customer is responsible.

To the extent that Gremotool's liability is excluded or limited, this shall also apply to the extent permitted to the personal liability of employees, representatives and vicarious agents.

The reseller undertakes to maintain sufficient public liability insurance for the duration of the contract for all types of damage that could arise from the customer's business activities in connection with the advertising and distribution (including internationally) of the contract goods. Upon request, Gremotool must be provided with written proof of insurance coverage.

13. Place of jurisdiction, place of fulfilment, applicable law, relationship between the parties

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

If the customer is a merchant, legal entity (including under public law), the courts of the Canton of St. Gallen (SG), Switzerland, shall have jurisdiction over all disputes arising from the contract and these General Terms and Conditions. However, Gremotool is also entitled to sue the reseller or customer at his place of business.

Unless otherwise stated in the order confirmation, the place of fulfilment is Gremotool's place of business.

All agreements made by the Customer or Reseller and Gremotool in the execution of the respective order and/or these General Terms and Conditions must be made in writing to be effective.

Gremotool and the reseller or customer are independent contracting parties. The co-operation under the respective order or framework agreement, as well as under the applicability of these General Terms and Conditions, does not constitute an employment or agency relationship or a joint venture or a corporate or fiduciary relationship between the parties. Neither party shall have the right to act on behalf of or for the account of the other party. In particular, neither party shall have the right to enter into obligations at the expense of the other party or to make promises, guarantees, warranties or other declarations on behalf of the other party.

This is a translated version of the German document. In the event of a legal dispute, the German version shall prevail.



14. Data protection

The customer and reseller agree that the data provided by him may be collected, stored and used by Gremotool for the purpose of establishing, managing and processing the contractual relationship. Gremotool undertakes to comply with the applicable data protection regulations.

15. Severability clause

In the event that the above General Terms and Conditions do not form part of the contract in whole or in part or are or become invalid, these General Terms and Conditions and the contract between Gremotool and the customer or reseller supplemented by these General Terms and Conditions shall otherwise remain valid. Insofar as individual provisions of these General Terms and Conditions have not become part of the contract or become invalid, the content of the contract shall be governed by the statutory provisions.

9200 Gossau, 01. January 2024

Management of Gremotool GmbH

