

General Terms of Conditions, valid from 01.01.2026

1. Scope

- a. These Terms and Conditions ("GTC") of Schmid Elektronik ("SEAG") apply to all orders placed by the customer. Deviations from these GTC are only valid if confirmed in writing by SEAG.
- b. If these GTC are provided to the purchaser in a language other than German, the German text shall prevail in case of translation or interpretation discrepancies. The translation into another language is solely for ease of understanding.

2. Offers and Orders

- a. Our offers are always non-binding. Unless otherwise agreed in writing, our offers are valid for 30 days.
- b. Price changes for components and withdrawal of the offer by SEAG before acceptance of the order are permitted.
- c. Customer orders become binding upon written order confirmation by SEAG. If the order and the order confirmation differ, only the order confirmation is binding.
- d. All offers, illustrations, technical drawings, diagrams, or similar documents remain the property of SEAG. They may only be reused or disclosed to third parties with written consent. Violation of this provision entails liability for damages.

3. Prices, Payment Terms, and Payment Default

- a. Unless otherwise agreed in writing, our prices are ex works in Swiss francs plus VAT.
- b. Payment shall be made according to the payment terms specified in the sales agreement. If not specified, the purchase price is due without deduction within 30 days from the invoice date.
- c. If payment is not made within the deadline, the customer is in default, and we are entitled to charge interest from the date of default at the usual bank discount rate at our place of business, but at least 6% of the invoice amount.
- d. In case of default, we may withhold delivery until full payment including default interest is made. Furthermore, we may make delivery of further orders dependent on advance payment or security or cancel the orders.
- e. Claims asserted by the buyer for warranty or alleged defects do not release him from the payment obligation.

4. Delivery Times and Conditions

- a. The stated delivery dates are neither deadlines nor fixed dates unless expressly agreed otherwise in writing.
- b. For call-off orders, we reserve the right to determine the delivery date only upon receipt of the call-off.
- c. We are entitled to make partial deliveries.
- d. In the event of operational disruptions of any kind, including delayed or non-delivery of raw materials by our suppliers, strikes, shortages of raw materials and energy, and all other cases of force majeure, we are entitled to unilaterally set a new delivery date or withdraw from the contract in whole or in part without cost consequences.
- e. If we exceed the delivery period due to our fault, the purchaser may assert claims for damages according to section 7 after setting a reasonable grace period of at least 30 days in writing.
- f. Unless otherwise agreed in writing, delivery is EXW (ex-Works, Incoterms 2020) from our factory in 9542 Münchwilen, Switzerland.

5. Framework Agreements

- a. For framework agreements, there is an obligation to accept within 12 months from the first delivery or as separately agreed.
- b. If the agreed quantity is not accepted, the prices for the accepted quantity apply. The difference will be charged subsequently.
- c. Orders for special devices must in any case be accepted within the period specified at the time of order.

6. Warranty and Complaints

- a. The purchaser must inspect the goods immediately upon receipt.
- b. If the inspection reveals defects, the purchaser must notify us in writing of the exact complaints within 8 working days (including the day of delivery and Saturday) after receipt. Any evidence (damage photos, etc.) must be attached to the complaint.
- c. Unless otherwise agreed in writing, the warranty period is 24 months from the day of delivery for all defects demonstrably due to material defects or faulty manufacturing.
- d. Defects caused by improper handling during transport or by the purchaser, as well as by incorrect application, are excluded from our warranty.
- e. Our warranty consists, at our discretion, of free replacement, maintenance, compensation for reduced value, or withdrawal from the contract.
- f. In no case does the purchaser have claims for compensation for damages not caused to the delivered goods themselves.

7. Limitation of Liability

- a. We are liable for intent and gross negligence according to statutory provisions. Any further liability, especially for consequential damages, is excluded to the extent permitted by law.

8. Retention of Title

- a. The goods remain the property of SEAG until full payment is made.
- b. We reserve the right to register delivered goods in the retention of title register at the purchaser's place of business or residence.
- c. In case of mixing and processing our products, co-ownership arises.

9. Applicable Law and Jurisdiction

- a. Swiss law and corresponding Swiss jurisprudence apply. Place of performance and jurisdiction for both parties is 9542 Münchwilen TG.

Münchwilen, 01. Januar 2026