

General Terms and Conditions

1- SCOPE

These General Terms and Conditions (**GTC**) apply exclusively to business transactions between the Purchaser (the **Customer**) and LINE TECH AG (**LINE TECH**). By placing an order with LINE TECH, the Customer accepts these General Terms and Conditions. The Customer's General Terms and Conditions of Purchase or other General Terms and Conditions shall not become part of the Contract even if they are referenced in other documents or are not expressly excluded. These General Terms and Conditions are binding for all current and future business transactions, even if no specific reference is made to them, unless the confirmation from LINE TECH (see Section 2 below) or a written agreement between the parties expressly deviates from them. LINE TECH may also rely on verbal agreements, orders and delivery requests.

2- ORDER PROCESS

The Customer places an order with LINE TECH online via the LINE TECH website, in writing (including electronic communication via email and SMS, etc.) or verbally (by telephone). Upon receipt of an order by LINE TECH, the Customer shall receive an order confirmation.

3- ORDERS PLACED BY TELEPHONE OR VERBALLY

When placing an order verbally or by telephone, the Customer bears the risk of transmission errors until the confirmation described in Section 2 is received. LINE TECH assumes no liability for damages or delays resulting from incorrect or incomplete transmission.

4- VALIDITY OF CATALOGS / OFFERS

All catalogs and offers provided by LINE TECH are subject to change and non-binding. Orders are binding for LINE TECH only after written confirmation by LINE TECH. The confirmation shall be deemed approved by the Customer under the terms and conditions set forth in the confirmation unless the Customer objects within 3 (three) business days of receipt.

5- VALIDITY OF SPECIFICATIONS

Dimensions, weights, technical specifications, illustrations and descriptions as well as delivery periods and dates specified in catalogs, offers and written orders issued by LINE TECH shall only be binding for LINE TECH if they have been expressly agreed upon as such. Otherwise, they shall be considered merely as guidelines. LINE TECH shall be entitled to make changes to the Customer's order to the extent necessary for the proper fulfillment of the order.

6- PARTIAL DELIVERIES

LINE TECH shall have the discretion to deliver orders in partial shipments.

7- DELIVERY TIMES AND FORCE MAJEURE

Subsequent changes to the Terms and Conditions of Delivery, failure by the Customer to fulfill their contractual obligations or failure to do so in a timely manner, unforeseen events beyond LINE TECH's reasonable control, such as, in particular, force majeure, natural disasters, fire, war, terrorism, civil unrest, epidemics, and pandemics, government measures, sanctions, embargoes, energy or raw material shortages, transportation disruptions, labor disputes, cyberattacks, IT failures as well as delivery delays by subcontractors, provided that LINE TECH is not responsible for them, shall extend the delivery period to be complied with by LINE TECH by a reasonable period, even if they occur during a delay in delivery.

8- START OF THE DELIVERY PERIOD

With regard to delivery periods communicated by LINE TECH, the delivery period begins at the time the relevant item leaves the factory or LINE TECH explicitly notifies the Customer that the item is ready for shipment.

9- DELAY IN DELIVERY

If a delivery period or delivery date has been agreed upon as binding, the Customer shall still grant LINE TECH a reasonable grace period in the event of a delay in delivery. Even if LINE TECH fails to deliver within the additional period granted, the Customer may not claim damages for late delivery in addition to its claim for performance.

10- DELIVERY TERMS AND CONDITIONS

Unless otherwise communicated by LINE TECH, deliveries shall be made under FCA terms (LINE TECH AG, Europastrasse 19, CH-8152 Glattbrugg), in accordance with Incoterms 2020. This also applies if LINE TECH organizes and/or pays for the transportation. The interpretation of the Delivery Terms and Conditions shall be based on Incoterms 2020, unless otherwise provided for in these General Terms and Conditions.

11- PACKAGING

Packaging shall be billed to the Customer at cost and shall not be accepted for return.

12- LEGAL AND REGULATORY REQUIREMENTS

The Customer is required to inform LINE TECH in writing, no later than when placing the order and ideally already at the inquiry stage, of all legal, technical, and regulatory requirements applicable at the destination or relevant to the intended further use. This shall include, in particular, safety regulations, import and customs regulations, export control and sanctions provisions, re-export prohibitions, product approvals, documentation requirements, and special labeling or packaging regulations. Any additional expenses incurred by LINE TECH due to the Customer's failure to declare in a timely manner the legal, technical and regulatory requirements relevant to the destination or to the intended further use shall be borne by the Customer.

13- PRICES

All prices are quoted net under FCA terms (LINE TECH AG, Europastrasse 19, CH-8152 Glattbrugg), in accordance with Incoterms 2020, plus applicable value-added tax, packaging, shipping and insurance costs, levies and customs duties, etc.

14- ADDITIONAL DELIVERABLES AND SERVICES

Installation, commissioning, training, and user support shall be provided by LINE TECH at the Customer's request to the extent possible and are not included in the price. Instead, they shall be paid for separately in accordance with LINE TECH's standard rates.

15- MINIMUM INVOICE AMOUNT

The minimum invoice amount for orders is CHF 200 (two hundred) in all cases.

16- TERMS OF PAYMENT

Payments shall be due 30 (thirty) days after the invoice date. For larger orders or longer production times, LINE TECH may require a down payment upon confirmation.

17- DELAY IN PAYMENT

In the event of late payment, default interest of 8% (eight percent) shall be payable from the invoice date, without prejudice to LINE TECH's right to claim additional damages. The withholding of payments or set-off against any counterclaims the Customer may have against LINE TECH, of whatever nature, is not permitted.

18- SECURITY AND ADVANCE PAYMENT

In the event of late payment or indications of a deterioration in the Customer's solvency or insolvency, LINE TECH shall be entitled to invoice the full price, including estimated shipping and other incidental costs, prior to commencing fulfillment of the order and delivery, and to make acceptance and fulfillment of the order contingent upon security or advance payment.

19- RETENTION OF TITLE

LINE TECH shall retain title to the delivered goods until all claims against the Customer arising from the ongoing business relationship have been settled. LINE TECH may have a corresponding retention of title entry recorded in the retention of title register of the relevant canton. The Customer shall be obligated to notify LINE TECH of any changes that require an amendment to the retention of title entry.

20- WARRANTY

LINE TECH warrants compliance with the specifications expressly confirmed as binding in the order confirmation and, more generally, that orders will be executed with the level of care customary in the industry.

21- EXCLUSION OF WARRANTY

Defects and malfunctions for which LINE TECH is not responsible shall be excluded from the warranty, such as natural wear and tear, force majeure, improper handling, interference by the Customer or third parties, excessive or improper use, unsuitable operating materials or extreme environmental conditions, failure to comply with installation, instructions and maintenance instructions, etc.

22- NOTIFICATION OF DEFECTS

The Customer shall be obligated to conduct the necessary inspections within 30 (thirty) days of receiving the goods and to report any defects in writing. If notification of defects is not provided in a timely manner, the goods shall be deemed accepted. Hidden defects that were not detectable even upon careful inspection within the aforementioned period shall be reported to LINE TECH in writing immediately upon their discovery. If such immediate notification is not provided, the assertion of claims arising from this defect shall be excluded. Notwithstanding the foregoing provisions, any warranty for defects asserted after the expiration of one year from receipt of the goods shall be excluded.

23- REPAIR AND REPLACEMENT

In the event of any defect, the Customer shall only be entitled to demand that LINE TECH either repair the defect or provide replacement goods free of defects, with LINE TECH having the right to choose between repair and replacement. LINE TECH shall perform this service, at its discretion, either at its own premises or at the Customer's premises and the Customer shall grant LINE TECH unrestricted access to the relevant premises. Any incidental costs, such as transportation costs, travel and lodging expenses, costs for disassembly, assembly, and repair of parts free of defects, etc., shall be borne by the Customer.

24- PRICE REDUCTION AND RETURN OF GOODS

If LINE TECH fails to remedy the defect within a reasonable period of time, the Customer shall be entitled to demand a price reduction. In such cases, if the delivery is completely unusable for the Customer due to the defect, the Customer shall be entitled to demand rescission of the order. In this case, LINE TECH shall pay the Customer the full contract price concurrently with the return of the defective goods. The return of defective goods shall be at the Customer's expense.

25- LIABILITY

LINE TECH shall only be liable for damages incurred by the Customer that are directly related to a breach of contractual obligations and that were caused by LINE TECH itself through willful misconduct or gross negligence. Liability for slight negligence on the part of LINE TECH or for acts of its agents shall be excluded to the extent permitted by law.

26- CONSEQUENTIAL DAMAGES

Under no circumstances shall LINE TECH be liable for direct or indirect consequential damages arising from defects, damages to third parties or lost profits (e.g., resulting from lost sales or business interruptions).

27- ADDITIONAL LIABILITY

LINE TECH shall only assume additional liability within the scope and in accordance with the terms of the product liability insurance it has obtained, if and to the extent that coverage is provided.

28- PERSONAL LIABILITY

The exclusion or limitation of LINE TECH's liability shall also apply to the personal liability of its employees, workers, staff, representatives, and agents.

29- LIABILITY IN CASES OF FORCE MAJEURE

LINE TECH shall not be liable for any failure to perform or any delay in performing its contractual obligations to the extent that such failure or delay is attributable to events beyond LINE TECH's reasonable control. These include, in particular, force majeure, natural disasters, fire, war, terrorism, civil unrest, epidemics, and pandemics, government measures, sanctions, embargoes, energy or raw material shortages, transportation disruptions, labor disputes, cyberattacks, IT failures as well as delivery delays by subcontractors, provided that LINE TECH is not responsible for them.

30- CUSTOMER'S OBLIGATIONS

The Customer is required not to remove any notices concerning exclusions of liability affixed to the products and, where technically possible, to keep them visible, to pass on the instructions for use, and not to provide its customers with any warranties or assume any liabilities beyond those set out in these General Terms and Conditions. Otherwise, the Customer shall fully indemnify LINE TECH for any resulting damages.

31- INTELLECTUAL PROPERTY RIGHTS

All rights to the items provided by LINE TECH to the Customer (drawings, illustrations, calculations, descriptions, models, and other documents, information, and resources) shall remain with LINE TECH. The Customer is required to keep LINE TECH's manufacturing and trade secrets as well as any items entrusted to the Customer, confidential. The Customer shall neither use them without authorization nor make them accessible to third parties and shall return them to LINE TECH upon the first request.

32- SEVERABILITY CLAUSE

Should any provision of these General Terms and Conditions be or become invalid, in whole or in part, this shall not affect the validity of the remaining provisions of these General Terms and Conditions or of the contract.

33- APPLICABLE LAW

All legal relationships between LINE TECH and the Customer shall be subject to Swiss law, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 (Vienna Sales Convention) and the rules of private international law.

34- JURISDICTION

The ordinary courts at LINE TECH's registered office shall have jurisdiction over disputes arising from all business relationships between a customer and LINE TECH.

Effective Sept. 2026

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