

Terms & Conditions of Supply

EMC PARTNER Group

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1 Scope

These General Terms and Conditions of Supply of the EMC PARTNER Group set out the regulations governing the directly or indirectly sales of goods and services by EMC PARTNER AG as parent company and its subsidiaries.

EMC PARTNER Group			
Parent Company	EMC PARTNER AG		
	Headquarters		
	Baselstrasse 160		
	4242 Laufen	hereinafter referred to as	
	SWITZERLAND		EMCP
Subsidiary	EMC PARTNER Services GmbH		
	Corunnastrasse 1		
	58636 Iserlohn	hereinafter referred to as	
	GERMANY		EMCPS

These Terms and Conditions of Supply apply to all goods and services listed in the current price lists. Customers, representatives and resellers are hereinafter referred to as "Purchaser".

1.1 Supply

Only goods and services as described

- in the current price lists or
- in quotations provided by EMCP/EMCPS and
- as detailed on order confirmations issued by EMCP/EMCPS

are covered by these General Terms and Conditions of Supply.

2 Prices

2.1 Currency

The lead currencies for each entity of the EMC PARTNER Group are as follows:

- EMCP Swiss Francs (CHF)
- EMCPS Euro (EUR)

2.2 Pricing

Prices announced by EMCP or EMCPS are generally exclusive taxes, duties, shipping costs, insurance or other levies. Such additional expenses will be shown separately on the order documents if required. Taxes and other government imposts should always be paid by the Purchaser.

2.3 Price Changes

EMCP or EMCPS may at any time change product pricing without notice or liability, but any order accepted and confirmed before a price change takes effect shall be invoiced at the previous price. Quoted prices shall be honoured within the validity of the quotation.

2.4 Handling Fee

EMC PARTNER AG

Sales Products

A special handling fee (excl. shipping costs) will be collected for each named Purchaser whenever accessories have to be shipped separately, because:

- Only the price of the generator includes packing because the accessories can very often be included. Accessories ordered separately needs to be packed individually.
- Before shipment EMCP checks if ordered accessories are compatible with equipment already owned by the customer. This provides greater security for the end user.
- The accessories, manuals, instructions etc. must all be specially prepared for each customer specific order.

Spare Parts and Services

A special handling fee (excl. shipping costs) will be collected for each purchase of spare parts or services. This is required because:

- The spare parts must be specially collected and prepared for each customer specific order.
- Spare parts and services are offered at an extremely competitive price structure which does not cover administration costs.

The handling fee must be applied, even if service and spare parts are ordered together with sales products.

EMC PARTNER Services GmbH

If necessary EMCPS is also authorised to collect a handling fee under the same conditions as EMCP.

3 Quotations

3.1 Validity of Quotations

Sales Quotations

Sales quotations issued directly by EMCP or EMCPS are usually valid for 3 months only, except where specified otherwise.

Service Quotations

Service and component quotations issued directly by EMCP or EMCPS are valid for 30 days only.

Thereafter reconfirmation of pricing, estimated delivery and conditions of supply must be reconfirmed in writing by EMCP or EMCPS.

4 Contract/Orders

4.1 Acceptance of Orders

Purchaser can send orders to EMCP or EMCPS for goods and services as described in the current price lists or in especially provided quotations. The written purchase order from the Purchaser shall include:

- End user name and address
- P.O. number
- Product number (PN) and product name
- Quantity
- Price
- Quotation reference if applicable
- Bill to address
- Delivery address, contact and phone number
- Requested delivery date
- Conditions of payment
- Forwarder

The acceptance of such orders is exclusively effected by the issuance of an order confirmation by EMCP or EMCPS.

EMCP and EMCPS reserves the right to reject, refuse or request amendments to the content of Purchaser's order.

Sales and service orders have to be treated separately.

4.2 Cancellation of Orders

Cancellations made within 2 weeks of an order being received by EMCP or EMCPS will be accepted at no charge.

Cancellations made after 2 weeks of an order being received by EMCP or EMCPS, will only be accepted on payment of the following cancellation fees:

Order value up to CHF/EUR 1'000.00	fixed cancellation fee of CHF/EUR 100.00
Order value between CHF/EUR 1'000.00 and 5'000.00	fixed cancellation fee of CHF/EUR 250.00
Order value CHF/EUR 5'000.00 and above	variable cancellation fee of 5% of contract value

For customised products 100% of the costs incurred will be invoiced. This is to cover production and material costs that have been caused.

5 Delivery

An estimated delivery is given at time of quotation. A definite delivery date will only be shown on the EMCP or EMCPS order confirmation. Deviations from any quoted delivery may occur due to order intake level and sub-supplier deliveries.

Normally equipment will be shipped to the Purchaser's address. In co-ordination and agreement with Purchaser, the goods can be shipped to a third party whereas the invoice will be sent to the Purchaser.

5.1 Shipping Terms and Costs

Title and risk of loss or damage shall pass from EMCP or EMCPS to Purchaser according to the Incoterms at the point of delivery as defined in the order confirmation.

EMC PARTNER AG, Switzerland

Deliveries of

- all new product sales,
- any accessories when ordered separately,
- return shipments of service cases
- or spare parts

from EMCP are generally made FCA CH - 4242 Laufen according to Incoterms 2020.

The Purchaser is therefore responsible for payment of all shipping costs and fees caused by the delivery of goods.

Exceptions:

Deliveries of new purchased equipment within Switzerland are made DAP (free house).

EMC PARTNER Services GmbH, Germany

Deliveries of

- return shipments of service cases
- or spare parts

from EMCPS are generally made EXW DE - 58636 Iserlohn according to Incoterms 2020.

The Purchaser is therefore responsible for payment of all shipping costs and fees caused by the delivery of goods.

Special Incoterms may be agreed by mutual consent and defined in advance at the time of quotation.

All goods should be checked upon arrival at the Purchaser facility to determine if any transit damage has occurred. To avoid transport damage to products supplied by EMCP or EMCPS, pallets are used to protect the goods and to facilitate transportation. Removing the pallet(s) exposes the goods to potentially damaging shocks. Consequently, transportation by shipping companies that do not allow the use of pallets are not recommended.

5.1.1 Shipping Agents for Airfreight

EMCP is registered as a Known Consignor by the Swiss Federal Office of Civil Aviation (BAZL). Companies can only be certified as a Known Consignor if they have submitted an air cargo security program and have been audited by the relevant authority.

For airfreight shipments EMCP will only work with shipping companies likewise accredited under the same scheme and registered in the Union Database on Supply Chain Security of the European Commission.

The certification as a Known Consignor only applies to EMC PARTNER AG in Switzerland and is not valid for EMC PARTNER Services GmbH in Germany.

5.2 Export of Products & Export Declarations

5.2.1 Export Shipments from EMCP

To qualify for Swiss Value Added Tax (VAT) exemption, products shipped outside Switzerland require an export declaration. This can only be provided by a Swiss shipping company. Products that cross Swiss national boundaries without the correct export declaration having been issued will be subject to Swiss Value Added Tax (VAT).

The Swiss VAT will be automatically invoiced by EMCP on products collected by visitors at EMCP when no customs clearance is done.

5.2.2 Export Shipments from EMCPS

If the Purchaser has a Value-Added-Tax-Identification-Number, EMCPS will not charge any VAT on exports within the European Union. In case the identification number is not applicable or invalid, the VAT needs to be invoiced.

Export shipments from EMCPS outside the European Union are exempt from VAT if the Purchaser can present a valid export declaration.

5.3 Deliveries Delayed by Purchaser

Should the Purchaser delay shipment of goods beyond 4 weeks from the confirmed delivery date as stated in the EMCP or EMCPS order confirmation, a late delivery penalty equivalent to 0.5% per month of the total order value up to max. 6% will be automatically invoiced.

6 Services on Equipment

6.1 Warranty

6.1.1 Standard Warranty

Standard Warranty Period

2 years from date of invoice for manufacturing defects,

1 year from date of invoice for consumable parts e.g., relays, capacitors, variac, connectors, etc.

The fulfilment of legitimate warranty claims within the standard warranty period can be carried out either by EMCP or by EMCPS, depending on the scope of services. The decision on the place of fulfilment is the sole responsibility of EMCP.

Warranty repairs are generally scheduled to be completed within two working weeks at the service centre in Laufen (CH) or Iserlohn (DE). However, due to excessive work load or component supplier deliveries this repair time may be extended.

A product's warranty is not automatically extended following repair and/or calibration.

a Calibration along with Standard Warranty Repair

Any instrument needing warranty repair within the first year will be returned to the customer with the same calibration type (factory or accredited calibration) as at time of first delivery.

For example:

An accredited SCS calibrated instrument that requires warranty work within the first year after delivery, will be repaired and SCS re-calibrated free of charge.

ISO 17025 accredited calibration is only valid for one year. For warranty repairs in the second year after delivery, the SCS calibration is therefore just included if the customer has purchased a further one before expiry of the initial SCS calibration period.

b Expenses for Shipments within the Standard Warranty

Shipping expenses for warranty shipments from Purchaser's location or from a third party back to the EMCP or EMCPS service centre must be paid by the Purchaser.

Return shipments from the service centre back to the Purchaser after completed warranty repair are sent as follows:

■ Road Transport within Europe	DAP Delivery Address	Incoterms 2020
■ Airfreight for Overseas Destinations	CIP Destination Airport	Incoterms 2020

These return shipments back to Purchaser are carried out by EMCP or EMCPS nominated freight forwarders. Any VAT and import charges in the recipient country must be covered by the Purchaser.

6.1.2 **Extended Warranty**

Warranty Extension Period

- The standard warranty of 2 years can be extended up to a maximum of 5 years from the date of the initial invoice.
- Further extension is not possible once the warranty period has started.

The fulfilment of legitimate warranty claims within the extended warranty period can be carried out either by EMCP in Switzerland or by EMCPS in Germany, depending on the scope of services. The decision on the place of fulfilment is the sole responsibility of EMCP.

Extended warranty is only available for a complete test system including all accessories. The equipment ordered must have a minimum value of CHF/EUR 7'000.00.

Standard warranty conditions apply also for an extended warranty. Access to replacement modules for IMU systems continues with an extended warranty.

Extended warranties are not transferable!

a Calibration along with Warranty Extension Repair

ISO 17025 accredited calibration can be purchased during the warranty period at a reduced rate dependant on the calibration interval.

b Exclusions from Warranty Extension

Extended warranty covers normal usage in a testing laboratory. Production testing is explicitly excluded from any warranty extension.

The warranty on demo equipment is limited in all cases to the standard warranty. Also, for sales by sub-resellers or rental companies, the warranty will not be extended.

c Expenses for Shipments within the Warranty Extension

All shipping costs for shipments in connection with the warranty extension shall be borne by the Purchaser.

6.1.3 Warranty on repaired Components and separately supplied Spare Parts

The warranty period on repaired components and separately supplied spare parts is 6 months from the date of the initial service/delivery invoice.

6.2 Repair and Calibration outside Warranty

No repair will be made without a calibration. Any repair carried out at EMCP or EMCPs must be accompanied by a purchase order for standard or accredited calibration. As already described in section 6.1.1, the warranty period is not automatically extended after repair and calibration.

6.3 Return Material Authorisation (RMA)

Return of equipment for service is at the sole discretion of the customer service of EMCP and/or EMCPs.

A Return Material Authorisation (RMA) Number has to be requested before sending any equipment back to the service centre. This applies to both warranty returns and regular returns without warranty claims.

Please note that return shipments without such RMA authorisation given by EMCP or EMCPs may be put on hold or rejected.

7 Invoice and Payment Terms

Payments shall only be made in the currency specified in the order confirmation or invoice issued by EMCP respectively EMCPs.

Payment terms can be agreed between EMCP and/or EMCPs with the Purchaser in advance in different forms depending on the business case. They are also bindingly stated in the order confirmation and invoice.

Payment by Letter of Credit (normally reserved for EMCP only)

A draft of the letter of credit shall be submitted by the Purchaser to EMCP for checking. EMCP must approve the content of the draft in writing before the final letter of credit can be issued by the Purchaser's bank. Non submitted LC's with unrealistic clauses may be refused. Any amendment fees charged by the issuing bank shall be borne by the Purchaser.

EMCP and EMCPs provide the shipping documents (packing list & commercial invoice) by email to the Purchaser immediately after their issuance. Generally, invoices are issued - and therefore dated - when the goods are ready for shipment at the premises.

7.1 Late Payment

Late or delayed payment beyond the agreed period will automatically result in an addition of 2% per month to the invoice with a minimum of 100.00 Swiss Francs (CHF) or Euro (EUR).

8 Technical Affairs / Product Characteristics

8.1 Technical Specifications

Definitive technical data for all products and accessories are described in the current Technical Specifications (TS), User Manuals (UM) or Instruction Sheets (IN). The responsibility for the creation and maintenance of these documents remains with EMCP only.

The short descriptions used in the price lists, quotations, website or other marketing documents to illustrate capability are not binding.

8.2 Changes to Products

As the parent company, EMCP holds the sole right to enforce changes to the scope of products offered.

EMCP reserves therefore the right to make changes and modifications in specifications, construction or design of the products or any of them at any time, and any products so modified shall be accepted as standard construction in fulfilment of an order.

EMCP and/or EMCPs shall not be required to retrofit any product previously delivered with any modifications.

9 Corporate Governance

9.1 Ethical Standards

9.1.1 Impartiality

The employees, supervisors and directors of EMCP and EMCPs undertake to act impartially and to maintain impartiality towards internal and external bodies that could exert pressure.

9.1.2 Corruptibility

Neither EMCP nor EMCPs tolerate the direct or indirect provision of improper benefits to individuals, companies, public organisations, government authorities or other entities to promote the sale of EMCP/EMCPs products and/or services.

This applies to all EMCP and EMCPs staff as well as to everyone associated with the business of EMCP and/or EMCPs, regardless of whether such benefits are permitted under local law.

9.2 Environmental Standards

9.2.1 Durability of Products

As manufacturer of testing equipment, EMCP and EMCPs take care to ensure the longest possible lifetime when developing products and services.

9.3 Social Standards

9.3.1 Diversity

EMCP and EMCPs are traditionally proud to have a culturally diverse workforce. This is reflected in the fact that the current staff of over 50 employees have roots in over 15 different nations.

9.3.2 Working Safety

EMCP and EMCPS are continuously working on safety measures to protect employees from accidents and health damages. These measures are developed with the strong involvement of the own staff and within the guidelines of the official accident insurance.

9.4 Confidentiality

Documents and drawings supplied to a Purchaser in pursuance of a sales contract marked as

- Confidential,
- Proprietary,
- Strictly Private,
- Internal Data, or
- which, though not marked, could reasonably be construed as confidential or sensitive, such as the terms of any sales agreement,

shall not be copied, shared or distributed to third parties without the prior explicit written consent of EMCP or EMCPS.

Conversely, EMCP and EMCPS also assure the Purchaser and all other stakeholders that sensitive documents will be handled confidentially.

10 Legal Aspects

10.1 Limitation of Liability

Any liability of EMCP and/or EMCPS is expressly limited to the price paid by the Purchaser for the products and services involved. Purchaser's sole remedy in any dispute shall be to seek recovery of that amount, upon payment of which EMCP and/or EMCPS shall be released from all further obligations and liability to Purchaser.

No liability is accepted for incorrect installation, improper or inappropriate use of the equipment and any damage that may result from such actions.

10.1.1 Force Majeure

EMCP and/or EMCPS shall not be liable for any failure to perform due to causes beyond its control, including but not limited to:

- Fire
- Flood
- Earthquake
- Explosion
- Accident
- Acts of public enemy
- War
- Rebellion
- Insurrection
- Sabotage
- Epidemic
- Quarantine
- Labour disputes or short-ages

- Transportation embargoes, failures or delays
- Inability to secure raw materials or machinery
- Acts of God or government (including denials of or onerous restrictions on export licences)
- any such event of force majeure affecting third party suppliers or judicial action

10.2 Copyright

10.2.1 Trademarks and Trade Names

EMCP in Switzerland as the parent company is the sole and exclusive owner of the names "EMC PARTNER AG" and "EMC PARTNER Services GmbH".

This property explicitly includes all registered and unregistered abbreviations, variations, trademarks, trade names, service marks, logos, trade dress and similar which have been initiated, are currently used or have been used in the past by EMCP, EMCPS or authorised third parties. As the owner, EMCP may unilaterally amend these at any time.

Purchasers and/or other business partners do not acquire any right or title to the names and trademarks.

10.3 Protection of Personal Data

10.3.1 General Personal Data

General personal data provided by customers, suppliers and other stakeholders in the normal course of business and/or obtained by EMCP and/or EMCPS will only be processed to the extent necessary to provide the products and services offered and to ensure business operations.

If necessary, the required personal data can also be obtained within the legal framework by consulting publicly accessible sources (e.g., commercial register, land register, etc.).

10.3.2 Sensitive Personal Data

EMCP and/or EMCPS only collects particularly sensitive personal data, such as health status or administrative and criminal backgrounds, in explicitly security-relevant circumstances by making a personal and discreet enquiry to the person concerned.

10.4 Jurisdiction

10.4.1 Applicable Law

The following legal regulations apply to these General Terms & Conditions and all other legal transactions, depending on the entity between which a contract is concluded and the Purchaser.

For EMC PARTNER AG, Switzerland	<ul style="list-style-type: none"> ■ Applicable law of the Swiss Confederation ■ International law, insofar as this is officially accepted by the Swiss Confederation
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For EMC PARTNER Services, Germany	<ul style="list-style-type: none"> ■ Applicable law of the Federal Republic of Germany and the European Union
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10.4.2 Place of Jurisdiction

The following courts shall have exclusive jurisdiction to judge all disputes arising in connection with these General Terms and Conditions and all other legal transactions between EMCP/EMCPS and the Purchaser.

For EMC PARTNER AG, Switzerland	Courts of Canton Basel-Landschaft Switzerland
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For EMC PARTNER Services GmbH, Germany	County Court (Amtsgericht) Iserlohn North Rhine-Westphalia Germany
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Both EMCP and EMCPS are, however, also entitled to file suit at the headquarters of the Purchaser. Mandatory legal provisions regarding exclusive jurisdiction remain unaffected by this regulation.

10.4.3 Export Controls

Within the internationally coordinated export control legislation, EMCP and EMCPS are authorised to carry out export control examinations during the order handling process and to request the necessary cooperation from the Purchaser.

In the course of these checks, EMCP and EMCPS may share order details such as customer information and other contract contents with the responsible authorities and other relevant parties for clarification purposes. Furthermore, EMCP and EMCPS are also authorised to withdraw from contracts already concluded on the basis of its own audit results or at the instruction of the authorities without any obligation to pay compensation.

Due to the current sanction measures in connection with the situation in Ukraine, all contractual partners of EMCP and/or EMCPS are strictly prohibited from re-exporting goods supplied by EMCP and/or EMCPS to the Russian Federation. Any violation of this prohibition may be penalised by EMCP and/or EMCPS with the cancellation of the contract without compensation, immediate termination of the cooperation and notification to the relevant export control authority.

11 Final Provisions

11.1 Severability Clause

Should one or more provisions of these General Terms and Conditions be or become invalid or unenforceable, this shall not affect the validity and/or enforceability of the remaining provisions.

11.2 Deviations from General Terms and Conditions

Please note that, if necessary, provisions deviating from the General Terms and Conditions can be made with the agreement of all parties involved.

Laufen, Switzerland, 31 January 2025