

GENERAL TERMS AND CONDITIONS

Bechtle Schweiz AG, Branch office in German-speaking Switzerland As of February 2026

The following terms and conditions govern the mutual relationship between the customer or its legal successors (hereinafter referred to as the "customer") and Bechtle Schweiz AG, Branch Office German-speaking Switzerland (hereinafter referred to as "Bechtle"). Any differing written agreements between the parties are expressly reserved.

1 Quotes and Orders

Offers from Bechtle are valid for 30 days or, if this occurs earlier, until the expiry of the contract underlying the offer. Orders from the customer require express written confirmation from Bechtle to be valid.

2 Order Changes

If a delivery date is postponed due to a change in the customer's order, Bechtle reserves the right to adjust prices.

3 Delivery Times

The delivery periods specified by Bechtle will be adhered to as best as possible. Delivery delays not caused by Bechtle do not entitle the customer to withdraw from the contract or claim damages. Exceptions are delays due to force majeure, which entitle both parties to withdraw from the contract regarding the affected products only after 90 days.

4 Prices and Terms of Payment

Conditions are governed by the respective order documents (offer/contract). In the absence of other agreements, the payment term is 30 days, and travel expenses (time and kilometers) are not included in the prices. Delayed deliveries, complaints, or warranty claims do not entitle the customer to delay payment. The customer is not entitled to offset any counterclaims against claims from Bechtle.

5 Price Changes

Bechtle is entitled to pass on changes in price-determining factors to the customer, in particular changes in purchase prices, exchange rates, import and export duties (including customs duties), insurance premiums, transport and freight costs, other public charges or taxes, and increases in the national consumer price index (NCP(LIK)) published by the Federal Statistical Office (FSO(BFS)).

Prices may be increased by Bechtle at any time with immediate effect due to changes in suppliers' tariffs for products or services, which are passed on to the customer on a pro rata basis, without the customer having the right to terminate the contract.

If Bechtle increases prices in cases other than those described in this article, the customer is entitled to terminate the contract in writing with effect no later than the date on which the price increase takes effect.

6 Packaging

The costs for packaging are borne by the customer. Bechtle is not liable for transport damage; however, the transport risk is insured by Bechtle. Any transport damages must be reported to Bechtle by the customer in writing within 8 days of receiving the products, including a report from the transport company.

7 Payment Delay

In the event of late payment, Bechtle is entitled to suspend all services under existing contracts with the customer. In the event of late payment, administrative/reminder fees of CHF 20.- per reminder and default interest of 5% p.a. shall be payable.

8 Acceptance

The acceptance of all products delivered by Bechtle, including system software, is carried out in accordance with the test procedures specified by Bechtle. If the installation is carried out by Bechtle, acceptance takes place simultaneously with the installation. If the installation is performed more than 30 days after delivery due to reasons attributable to the customer, the product is deemed to be accepted on the 31st day after delivery. Products for which installation is not included in the purchase price are considered accepted 14 days after delivery, unless the customer asserts before the deadline that the product does not meet Bechtle's specifications.

9 Warranty

Bechtle guarantees the quality of its products within the scope of the warranty provided by the manufacturer. Any material or manufacturing defects that may occur must be reported to Bechtle by the customer immediately in writing. No further warranty or liability for damages is assumed by Bechtle. In particular, price reduction is excluded. This warranty does not cover consumables. Damages not covered by the warranty include those caused by improper preparation or maintenance of the installation site as well as by improper, non-compliant, or abusive installation, operation, or maintenance by the customer.

Claims for damages beyond the mentioned warranty services and any consequential damages cannot be asserted. Warranty claims must be made during the warranty period, which generally begins on the delivery date.

10 Liability

Both contracting parties mutually undertake to maintain the confidentiality of all facts, concepts, methods, documents, data and information (confidential information) that become known to them in the course of preparing and performing the individual contract, which relate to the business sphere of the other contracting party and in respect of which one of the parties has a particular interest in secrecy. The parties shall treat confidential information with the same care and discretion as their own confidential information.

The parties shall ensure that such confidential information is neither used for improper purposes or otherwise without authorisation by themselves, their agents or third parties engaged by them, nor made accessible to third parties in any manner for unauthorised use. The customer shall treat data relating to employees deployed by Bechtle as confidential in accordance with the provisions of data protection law. These confidentiality obligations shall continue to apply unchanged after termination of the contractual relationship between Bechtle and the customer, insofar as there is a legitimate interest.

11 Confidentiality

Both contractual parties mutually commit to maintaining the confidentiality of all facts, concepts, processes, documents, data, and information (confidential information) that come to their knowledge during the preparation and execution of the individual contract, which relate to the business sphere of the other party and for which there is a particular interest in confidentiality by one of the parties. The parties shall handle confidential information with the same care and discretion as they would their own confidential information.

The parties shall ensure that such confidential information is neither misused nor otherwise improperly used by themselves, their auxiliaries, or commissioned third parties, nor made accessible to third parties in any way for unauthorized use. The customer shall treat data regarding employees deployed by Bechtle confidentially in accordance with the provisions of data protection law. These obligations of confidentiality shall remain in full effect even after the termination of the contractual relationship between Bechtle and the customer, as long as a legitimate interest exists.

12 Data Protection

The customer agrees that Bechtle, as part of periodic reporting, processes product-related data such as sales prices and quantities as well as the names and addresses of customers, and transmits this data to its manufacturers/suppliers, potentially also abroad.

Furthermore, the customer agrees that Bechtle processes customer-related data to assess the customer's creditworthiness and, if necessary, discloses it to a credit insurance company commissioned by Bechtle or processes it to calculate credit and market risks. The customer also authorizes Bechtle to process and evaluate their data in order to offer the customer additional products and services, including those of third parties that may be of interest to the customer, or to send them information to their postal or email address. Bechtle may also transmit the aforementioned customer data to other companies within the Bechtle Group for the same purpose.

13 Assignment

Rights and/or obligations arising from the individual contract may only be transferred by one party with the written consent of the other party. Bechtle reserves the right to assign or sell financial claims against the customer to third parties, both domestically and abroad (e.g., factoring).

14 Retention of Title

Until the purchase price has been paid in full, the goods remain the property of Bechtle. However, this does not affect the risk borne by the customer. During this time, the goods may not be resold, rented, or pledged. If the customer is in default, Bechtle is entitled, among other things, to reclaim the products. Bechtle reserves the right to register the retention of title in the ownership register.

15 Re-Export

The delivered goods are subject to the export control regulations of the exporting countries, particularly those of the USA, as well as Swiss import regulations. Re-export from Switzerland is only possible with the approval of the Swiss Federal Department of Economic Affairs, Section for Import and Export in Bern, and the export control authority of the country of manufacture. In certain cases, approval from the U.S. export control authority in Washington may also be required. The customer is responsible for complying with all import and export regulations. Bechtle will assist the customer, at the customer's expense, in applying for the corresponding export permits.

16 Copyright

The customer acknowledges all attached copyright conditions and user licenses. All illustrations on the data sheets delivered by Bechtle are for reference purposes only and are non-binding. Changes in design and execution are reserved.

17 Non-Solicitation of Employees

The customer undertakes, unless otherwise agreed in writing, not to solicit, hire, or otherwise employ any of Bechtle's employees involved in the respective project, either directly or indirectly, during the project's duration and for one year after the termination of the contract or service agreement. In the event of a violation of this non-solicitation clause, the customer owes Bechtle a contractual penalty of CHF 50,000. Payment of the contractual penalty does not release the customer from the continued obligation to comply with the non-solicitation clause and their other contractual obligations.

18 Applicable Law and Place of Jurisdiction

The place of jurisdiction is Aarau, Switzerland. This contract is subject to Swiss law. Bechtle will make every effort to resolve disagreements with the customer amicably and consensually.