



Bechtle direct AG

Version 1.0 valid from 12 January 2021

1. Subject of the Contract

Bechtle direct AG (hereinafter referred to as BECHTLE) sells goods listed in the print catalogue, in the online shop or in written offers exclusively to commercial end customers (no resellers, sole proprietors or small entrepreneurs) and public-sector customers (hereinafter referred to as Customer). All sales are subject to the following terms and conditions (T&Cs) of sale and delivery.

2. Contract Conclusion

The contract between the Customer and BECHTLE is considered concluded only once BECHTLE has accepted an order placed by the Customer. The Customer's order can be placed by telephone, in writing or over the internet. BECHTLE will accept the order by (a) sending an acceptance confirmation (by fax, e-mail or post) or (b) delivering the ordered goods (incl. delivery note) to the Customer. Requests for advance payment or credit payment do not automatically constitute acceptance of the order by BECHTLE.

3. Products

All product information received by the Customer during the order process is non-binding. Product design and technology is subject to change to improve functionality. Errors or omissions in descriptions, pictures and prices are excepted. All technical information for individual products is based on manufacturer data and is, within this scope, binding.

4. Payment Terms and Conditions

All prices are non-binding and continually updated to reflect current market prices. They are stated in Swiss francs (CHF), including value-added tax and SWICO fees (recycling fees), for products made available ex warehouse. They do not include packaging or shipping fees, which are charged separately. Phone and written orders under CHF 1,000 are subject to a handling fee of CHF 15. Online orders are exempt from this fee. (Special conditions apply for registered public-sector customers.) Payment is due net within 10 days of the invoice date, unless agreed otherwise. BECHTLE is authorised to invoice a CHF 20 administrative fee for overdue payments. The Customer is considered to be in default once the payment due date has been exceeded, even if no payment reminder was issued. BECHTLE reserves the right to require credit card or advance payment.

5. Delivery Terms and Conditions

Ordered products can only be shipped to addresses in Switzerland or Liechtenstein. Products in stock are dispatched immediately to the address indicated by the Customer. If products are out of stock, a written order acceptance confirmation will be issued with the expected delivery date. Products are delivered ex loading ramp at the Customer's expense and risk, even for partial deliveries. Claims arising from visible external damage to products require written confirmation from the carrier. If an ordered product is no longer available at the time of delivery, BECHTLE explicitly reserves the right to exchange it for an equivalent product.

The delivery dates indicated by BECHTLE are based on the assumption that suppliers and manufacturers will provide accurate and prompt delivery. Delivery dates are therefore not guaranteed. BECHTLE cannot be held liable for any damages resulting from inaccurate or delayed deliveries.

6. Retention of Title

Delivered goods remain the property of BECHTLE until payment has been received in full. BECHTLE is authorised to make a corresponding entry in the retention of title register. If the Customer defaults on payment, BECHTLE has the right to withdraw from the contract (by means of a withdrawal notice) and re-possess the products.

7. Right to Return

The right to return products is subject to the following conditions: Products must be returned within 14 days of receipt. Products must be returned in their original packaging, unopened and in perfect condition (undamaged, without markings or adhesives). The Customer must contact the Returns Management department, which will issue a returns authorisation number once it has approved the return. An authorisation number does not guarantee that returned products will be accepted. Products must be returned to BECHTLE within 7 days after the authorisation number was received. Return delivery costs are borne by the Customer. BECHTLE may refuse returned products if the above conditions are not met. The Customer may be charged for any expenses incurred as a result of its failure to follow proper returns procedure. BECHTLE will issue a credit note for products returned properly and within the specified time period.

Even if the above criteria are met, the general right to return products does not

apply to items that the supplier did not have on stock at the time of the order and therefore which had to be ordered separately. BECHTLE may refuse such products if they cannot be returned to the supplier.

The right to return products does not apply to video projectors, headphones and other items that cannot be resold for reasons of hygiene, software licences, OEM/SBV software or items that have been specially ordered or produced at the Customer's request.

8. Liability and Warranty for Defects

Manufacturer warranty conditions apply to all products sold to business customers. Defective products will be repaired or replaced free of charge during the warranty period. Products that cannot be repaired or replaced will be exchanged for an equivalent successor product. Alternatively, a credit note may be issued with a maximum value of the purchase price. All final warranty decisions are taken by the manufacturer. BECHTLE will not provide loan devices during repairs. BECHTLE reserves the right to invoice costs incurred if the manufacturer decides that products exchanged by BECHTLE under warranty do not qualify for warranty services. Warranties cover only material and/or manufacturing defects and therefore do not apply to consumables subject to normal wear and tear. BECHTLE is authorised to invoice cost estimates for repair orders not covered by a warranty. BECHTLE can only provide limited product repairs within the warranty period and may therefore refer the Customer directly to the manufacturer's authorised repair sites. Warranties are invalidated if the Customer modifies or repairs products without the written consent of BECHTLE. To the extent permitted by law, BECHTLE cannot be held liable for damages, in particular for those arising from improper use or natural wear and tear, or for damages not affecting the product itself (consequential loss due to defect). The Customer is responsible for backing up data. Under no circumstances will BECHTLE be liable for any data loss. Shipping costs will be borne by the sender.

9. Intellectual Property

BECHTLE reserves all rights to all designs, texts and graphics on its website. Copying or otherwise reproducing all or parts thereof is permitted only for the purpose of placing an order with BECHTLE. The name BECHTLE, all page headings, navigation bars, graphics and icons are registered trademarks or brands of BECHTLE. All other trademarks, product names or company

names/logos on the website are the exclusive property of their owners. BECHTLE reserves the ownership rights and copyrights to images, drawings, calculations and other documents. This document may not be transmitted to a third party without prior written consent by Bechtle.

10. Place of Jurisdiction and Applicable Law

These T&Cs and all contracts concluded on the basis thereof are subject to Swiss law, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG). Place of jurisdiction is Morges/VD, Switzerland. BECHTLE nevertheless reserves the right to move the venue to the courts with appropriate jurisdiction for the Customer's registered office.

11. Final Provisions

Sales contracts for products featured in BECHTLE's print catalogue and online shop are subject to the T&Cs in effect when the contract was concluded. These T&Cs supersede any deviating Customer terms and conditions. Software is also subject to the manufacturer's licensing conditions, enclosed with and/or included on the data media. By opening sealed media, the Customer explicitly acknowledges the applicability of these conditions. The nullification or invalidity of any clauses in these T&Cs will not affect the validity of remaining provisions. BECHTLE reserves the right to modify these T&Cs at any time.

The current, applicable T&Cs can be found at www.bechtle.com/ch.

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