



General terms and conditions

Bechtle direct AG

Version 1.1 valid from 10 January 2023

1. Subject Matter

Bechtle direct AG (hereinafter referred to as Bechtle) sells goods listed in the print catalogue, online shop or in written offers exclusively to commercial end customers 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 send the Customer an automatically generated order confirmation. The order confirmation does not guarantee that the product is available or that it can be delivered; it merely confirms that BECHTLE has received the Customer's order. 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.

BECHTLE makes every effort to thoroughly update availability information and ensure accuracy. However, accuracy is not guaranteed and information may be subject to change without prior notice.

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), excluding 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. A transaction fee of CHF 9 will be charged for all orders under CHF 50. Different conditions apply to high-volume orders, projects, express and special deliveries. Payment is due net within 30 days of the invoice date, unless agreed otherwise. BECHTLE is authorised to invoice a CHF 20 administrative fee for overdue payments. If an invoice is not paid within the allotted time, the customer shall be in default without the need for Bechtle to send a further payment reminder. In this case, Bechtle reserves the right to charge a late-payment fee of 5%. New customers may pay by credit card or advance payment. BECHTLE reserves the right to require credit card or advance payment from existing customers. Bechtle does not charge credit card fees, however, as the transaction is carried out by an international acquirer, your credit card provider may charge a fee.

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. Delivery may be cancelled altogether if the product is no longer manufactured or delivered, resulting in cancellation of the contract.

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 Ownership

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, sealed 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 are out of stock when ordered and thus have to be ordered from a supplier. 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 licenses, OEM/SBV software or items that have been specially ordered or produced at the Customer's request.

8. Warranty for Defects and Liability

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 Zug, Switzerland. BECHTLE nevertheless reserves the right to move the venue to the courts with appropriate jurisdiction for the Customer's registered office.

1 1. 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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