

## GENERAL TERMS AND CONDITIONS

Swiss Wood Solutions AG

### 1. Scope of Application

These General Terms and Conditions (hereinafter referred to as 'GTC') shall apply to all contracts concluded by Swiss Wood Solutions AG, CHE-286.140.073, (hereinafter referred to as 'SWS') with persons or companies (hereinafter referred to as 'Customer') for products (hereinafter referred to as 'Products') offered in the Sonoplec Webshop of SWS (hereinafter referred to as 'Webshop') and others products offered by SWS. By placing an order in SWS' webshop, the customer accepts these GTC.

Deliveries, services, offers etc. from SWS via the webshop must be made exclusively in accordance with these GTC. The GTC apply in the version current at the time of conclusion of the contract. SWS reserves the right to amend these GTC at any time without prior notice. The currently valid GTC also apply to additional and/or follow-up orders by the customer.

General terms and conditions of the customer do not apply, even if the customer refers to them. Changes and/or additions to these GTC must be made in written form.

### 2. Conclusion of Contract

The representation of the products in the webshop is not a legally binding offer, but an invitation to order. By clicking the button "Order" the customer places a binding order for all products listed on the order page. Immediately after reception of the order, SWS confirms the order by e-mail. A binding contract is concluded upon reception of the order confirmation by the customer.

### 3. Prices and Shipping Costs

For the ordered products, the prices in Swiss francs including value added tax, excluding shipping and customs costs are valid as stated in the webshop on the order date. The shipping costs are shown separately during the ordering process and in the order confirmation.

## **4. Terms of Delivery**

SWS delivers to addresses worldwide. The shipping route and type of packaging are determined by SWS. Delivery dates and periods stated or communicated by SWS are non-binding. SWS shall, however, endeavour to meet them. All claims of the customer, including withdrawal from the contract due to late delivery, are denied. Partial deliveries are permissible and shall be accepted by the customer.

Deliveries of products are made from CH-8600 Dübendorf, Switzerland, at the expense and risk of the customer, even in the case of partial deliveries. In the event of delivery by third parties, any transport damage is to be reported exclusively to the respective third party or to the carrier.

Under no circumstances shall SWS be liable for delays in delivery caused by manufacturers, suppliers, authorities or transport companies. In this case, the customer shall be informed of this fact. If the goods are subsequently unavailable, the customer shall be reimbursed immediately for any payments already made.

## **5. Terms of Payment**

Payment for all orders must be made in advance in Swiss francs, Euros or US dollars. SWS invoices must be paid within 30 days. From the second reminder onwards, SWS charges a compensation for expenses of CHF 40.00.

## **6. Testing, Warranty and Liability**

The customer must immediately check the delivered products for correctness, completeness and potential damages. SWS exclusively warrants that the products ordered have no defects at the time they are handed over to the forwarding agent or post office. Any defects must be reported to SWS in written form, providing a detailed description of the defects and accompanied by the complete, defective product and dated proof of purchase within 7 calendar days of the date of purchase in the webshop.

SWS shall have no warranty obligation after this period. The shipment must be sent to the following address: Swiss Wood Solutions AG, Überlandstrasse 129, CH-8600 Dübendorf, Switzerland. Costs of packaging, shipping and customs are at the expense of the customer.



Wear and tear as well as the consequences of improper or careless use of the product and attempts by the customer or third parties to repair the product do not constitute defects.

The warranty obligation may be fulfilled by SWS at its own discretion by repair, replacement (by an identical or similar product), reduction of the purchase price or refund of the purchase price. Other services, in particular compensation for damages, shall be excluded if a defect is present. With the purchase, the customer undertakes to use the products solely in accordance with their intended purpose.

Any further liability on the part of SWS in connection with SWS products shall be excluded to the extent permitted by law.

## **7. Obligation to inform**

SWS and the customer timely inform each other about special technical requirements as well as legal, official and other regulations at the place of destination, given that they are important for the execution of the delivery and use of the products. Furthermore, SWS and the customer inform each other about potential obstacles that threaten the fulfilment of the contract or lead to unsuitable solutions.

## **8. Data Security and Privacy**

The data transfer takes place via the Internet. The Internet is an open network that is accessible to everyone and is therefore generally not considered a secure environment. All payment transactions are processed in accordance with the security standard customary at the time of the transaction. SWS accepts no liability for the security of data during transmission via the Internet. Personal data shall be processed in accordance with and in compliance with the applicable Swiss data protection regulations for the purpose of processing the contract and maintaining relations with the customer (including marketing measures).

The transfer of personal data of the customer to third parties occurs exclusively to the service partners involved in the contract processing, such as the logistics company commissioned with the delivery. In such cases, the scope of the transmitted data is limited to the minimum required for the execution of the contract. A further passing on of customer data to third parties does not take place. By making a purchase, the customer agrees to the



collection, processing and use of his personal data in accordance with the aforementioned instructions.

Furthermore, the conditions for the use of the webshop's website apply, which can be accessed under the following data protection guidelines.

## **9. Partial Invalidity**

Should any provision of these General Terms and Conditions be invalid or become legally ineffective, the remaining provisions shall continue to apply. Invalid or legally ineffective provisions shall be replaced by valid provisions which come as close as possible in their economic effect to the invalid provisions.

## **10. Applicable Law and Place of Jurisdiction**

The contractual relationship, including these General Terms and Conditions, shall be governed exclusively by Swiss law, excluding the conflict of laws provisions of Swiss international private law, in particular excluding the United Nations Convention on Contracts for the International Sale of Goods (Vienna Sales Convention). The place of jurisdiction shall be Dübendorf, Canton of Zurich, Switzerland, whereby SWS shall also be entitled to take legal action against the customer at the customer's general place of jurisdiction. The original text in German is binding for all documents of SWS.

## **Privacy Policy**

The protection of your data and privacy is important to Swiss Wood Solutions and is regulated by this privacy policy.

### **Area of Application**

This data protection declaration applies to all SWS websites. SWS cannot guarantee compliance with the data protection provisions of third-party websites to which our websites contain links.

### **Linked Websites**

On our websites you will find links to other websites. SWS has no influence whatsoever on the design and content of the linked sites. We dissociate ourselves from all contents of these sites.

### **Use of Information**

You can visit our websites without having to provide personal information. However, we would like to point out that impersonal usage data such as your IP address, the last page you visited, the browser used, date, time, etc. are evaluated anonymously in order to identify trends and improve our online service. No conclusions about your person are drawn from the evaluated data. In order to be able to contact you if you are interested, we ask you to voluntarily provide data (name, e-mail address etc.) in certain areas. For online orders and the purchase of certain products, the provision of your data is essential.

### **No passing on of Information**

Your personal data will not be sold or shared with third parties outside SWS. An exception is made for external service providers who handle your enquiry or order on our behalf and process the data that is absolutely necessary for this purpose.

### **Cookies**

In certain cases we use so-called "cookies". You can set your browser so that a warning appears on the screen before a cookie is saved.

## **E-mails and Newsletters**

We take the liberty of sending you e-mails and/or newsletters from SWS. You can have yourself excluded from receiving further communications at any time. Please remember that data transmitted without encryption may be read or altered by unauthorised third parties.

## **Storage and security**

SWS takes reasonable precautions to protect your data and uses appropriate security technology to safeguard your data. This data will only be kept for as long as it is necessary for the purpose for which it was collected or as required by law.

## **Google Analytics**

The websites of SWS use Google Analytics. Google Analytics is an analysis service of Google and uses cookies that are stored on your computer and which enable an analysis of your use of the websites. The information generated by cookies about your use of this website, including your IP address, is transferred to a Google server in the USA and stored there. Google will use this information for the purpose of evaluating your use of the website, compiling reports on website activity and providing other services relating to website activity and internet usage. Google may also transfer this information to third parties where required to do so by law, or where such third parties process the information on Google's behalf. Google will not associate your IP address with any other data. You can prevent the installation of cookies by setting your browser software accordingly. We would like to point out that in this case not all functions of our websites can be used to their full extent. By using our websites, you agree to the processing of the data collected about you by Google in the manner and for the purpose described above.



## **Legal Notice**

### **Trademarks and copyright**

The word and figurative marks of SWS are registered and protected. Any use not expressly authorised by SWS is prohibited. All texts, images, files, and information contained on our websites are subject to the copyright of SWS. These contents must not be used in any way without written permission.

### **Logos and product designations**

The logos and product designations used on our websites are the property of the respective owners.

### **No warranty and exclusion of liability**

SWS does not guarantee the completeness, accuracy, quality, and topicality of the content published on our websites. SWS excludes all liability claims for material or non-material damage caused by the use or non-use of the published content or by the use of incorrect or incomplete information. Our offers are subject to change and non-binding. We also reserve the right to change or delete the contents and offers at any time and without prior notice.

Dübendorf, 4 May 2020