

T&CS FOR THE ONLINE SHOP OF EUROTECH NEOVAL AG

§ 1 Area of validity:

- (1) These General Conditions of Sale & Delivery apply to all orders placed in the online shop of EUROTECH NEOVAL AG. They shall apply in relation to consumers to the extent permitted by mandatory law.
- (2) The range provided in this online shop is intended solely for purchasers who are at least 18 years of age, who are consumers and are resident in Switzerland or in Lichtenstein.
- (3) The contract and correspondence language is German.
- (4) You do not have to set up a customer account to place orders in the online shop.

§ 2 Contractual partner, conclusion of contract:

- (1) Your contractual partner is EUROTECH NEOVAL AG, Unterlettenstrasse 14, CH-9443 Widnau, T +41 (0)71 555 0170, F +41 (0)71 555 0174, E office@eurotech-neoval.ch, VAT ID CHE-107.781.103 (hereinafter referred to simply as EUROTECH).
- (2) The presentation of the goods in the online shop does not constitute an offer. Instead, it is only an invitation for you to place an order.
- (3) By clicking the 'Order with obligation to pay' button, you submit a binding offer to EUROTECH for the purchase of the ordered goods.
- (4) EUROTECH confirms the receipt of your order with an automatically generated e-mail that is sent to the e-mail address you stated in your order. This confirmation of receipt does not yet constitute acceptance of the contract.
- (5) The contract only enters into force if EUROTECH expressly accepts your offer or sends the goods to you without issuing express acceptance of this kind.
- (6) EUROTECH is entitled to accept orders only in part.

§ 3 Prices:

- (1) All prices in the online shop are in Swiss Francs, including value-added tax at the statutory rate and including customary packaging but excluding additional shipping

costs.

(2) Shipping costs are determined on the basis of the country of delivery and will be known to the customer before a chargeable order is placed.

§ 4 Payment, default and retention of title:

(1) The place of fulfilment for the payment is EUROTECH's headquarters.

(2) The payment can be made via credit card, PayPal or direct transfer.

(3) In the case of payment via credit card, the purchase price at the time of the order is reserved on your credit card ('authorisation'). Your credit card account will be charged at the time that EUROTECH sends the goods to you.

(4) If you should enter into default of payment, you will owe default interest at the statutory rate. For reminders, EUROTECH invoices a reminder fee of CHF 3.50 unless a lower or higher level of damages can be proven in an individual case.

(5) Until full payment of the purchase price, the title to the goods shall remain with EUROTECH (retention of title).

§ 5 Place of fulfilment, delivery:

(1) The place of fulfilment for the delivery is EUROTECH's headquarters.

(2) Shipping and transport are performed on your account and at your own risk. All risk is transferred to you once the goods are sent.

(3) The delivery will take place between 8 am and 7 pm on working days at the delivery address you have stated in the order. If the goods cannot be delivered because you are not present and if this should result in additional costs, these shall be borne by you.

(4) If you do not accept the delivery without justification, you shall enter into default of acceptance. EUROTECH is also considered to have rendered its delivery in such cases and shall be entitled to place the goods in storage at your expense.

EUROTECH is to be compensated immediately for the resulting storage costs.

(5) EUROTECH is entitled to perform partial deliveries; these conditions shall apply in their entirety for such deliveries.

(6) If unforeseen circumstances beyond EUROTECH's control (force majeure, delivery delays on the part of suppliers, disruptions or interruptions to operations for

which EUROTECH is not responsible, transport delays, lack of raw materials or energy for which EUROTECH is not responsible, etc.) render it unable to perform delivery by the agreed date, EUROTECH shall have the right to perform delivery at the next possible date provided that you can still be expected to accept the delivery at that point in time. EUROTECH shall otherwise be entitled to withdraw from the contract. For any other delayed delivery, EUROTECH shall only be liable in the event of gross negligence and intent on its own part.

§ 6 Warranty and liability:

- (1) EUROTECH warrants that the goods correspond to the contract.
- (2) In the event of a defect, you shall be entitled to invoke the statutory warranty claims with the exception of withdrawal from the contract.
- (3) EUROTECH does not assume any warranty for specifications relating to products in catalogues, promotional letters, brochures, etc.
- (4) The warranty period for discounted goods (used goods) is 1 year.
- (5) EUROTECH shall only be liable for damage if it is charged with intent or gross negligence. EUROTECH shall not be liable for consequential damages, especially lost profits and retrieval costs. The level of EUROTECH's liability is limited to CHF 100,000.00. All these limitations of liability apply only to the extent that they are permitted by mandatory law.

§ 7 Applicable law and place of jurisdiction:

- (1) The purchase contract is subject to substantive Swiss law.
- (2) Where permitted by mandatory law, the sole place of jurisdiction is the court responsible for EUROTECH's headquarters.
- (3) EUROTECH is neither obligated nor prepared to participate in dispute settlement proceedings in front of a consumer arbitration board.

§ 8 Final provisions:

- (1) You are not entitled to offset any claims against EUROTECH with the claim for payment of the purchase price. You do not have any right of retention.
- (2) You are not entitled to assign your claim for delivery of the goods to others.

- (3) Any challenges to the contract resulting from error are excluded.
- (4) If provisions in the contract should be or become invalid or unenforceable, the remainder of the contract shall be unaffected. These invalid or unenforceable provisions shall be deemed to be replaced by valid and enforceable provisions that are closest to the intended commercial purpose (severability clause).
- (5) Ancillary agreements, changes and additions must be made in writing to become effective. This also applies to the removal of this requirement for submissions in writing.

§ 9 Special conditions only for sales to customers in Lichtenstein:

- (1) For contracts with customers in Lichtenstein substantive Lichtenstein law shall apply, in particular the Liechtensteinische Gesetz über Fern- und Auswärtsgeschäfte (Act on Distance Contracts and Off-Premises Contracts (FAGG)).
- (2) Delivery will take 2-4 calendar days.
- (3) The statutory warranty regulations shall apply.
- (4) Right of rescission as a consumer:

You have the right to withdraw from this contract within 14 calendar days without stating reasons. The period starts on the day when you, or a third party appointed by you who is not the carrier, take(s) possession of the goods.

In order to exercise your right of rescission you must inform Neoval by an unambiguous declaration (e.g. letter sent by post, fax or e-mail) about your decision to cancel this contract. The easiest way to do this is to use this [cancellation form](#) which you can complete and send electronically. If you declare withdrawal electronically using the form provided, Neoval will immediately send a confirmation of receipt of your withdrawal to the e-mail address you have provided. The withdrawal period is complied with if you send your declaration of withdrawal within the period.

If you cancel this contract Neoval must refund you all payments received from you immediately and at the latest within fourteen days from the day on which the notification about your cancellation of the contract is received by Neoval. Repayment

will be made to the account specified by you for this. You will not be charged any fee for this repayment.

If you have decided on a delivery other than the most favorable standard delivery offered by Neoval, you will have no entitlement to reimbursement of the additional costs that you incur.

Neoval may refuse to repay it until it has received the goods back or until you have provided proof that you have returned the goods, whichever is the earlier.

If you withdraw from the contract in due time, you must return the goods to Neoval at your own expense without delay, but no later than 14 days from the date of submission of the declaration of withdrawal.