

General Terms and Conditions

Online shop

These General Terms and Conditions govern the contractual relationship between **business customers** (B2B) of the online shop of maxon Switzerland ag (hereinafter referred to as "Customer") and

maxon Switzerland ag, Eichstrasse 3, 6055 Alpnach, Switzerland

Phone: +41 41 662 95 96

Email: shop.ch@maxongroup.com

(hereinafter referred to as "maxon").

1. Scope

These General Terms and Conditions govern all purchase agreements concluded between the Customer and maxon via the online shop. The applicable version of the General Terms and Conditions is the one in force at the time of contract conclusion.

The Customer is advised to read these General Terms and Conditions before placing an order and to print them out or download and save them as a PDF document.

Provisions that conflict with or deviate from these General Terms and Conditions shall become part of the contract only if maxon expressly agrees to them in writing.

2. Contracting Parties

maxon concludes purchase agreements via the online shop exclusively with business customers, i.e., with companies. By placing an order, the user declares that they are acting on behalf of a business customer and are authorized to place the order.

Should maxon mistakenly or due to false information enter into a contract with a private individual, a customer lacking legal capacity, or a customer outside maxon's distribution area, these General Terms and Conditions remain applicable, however, maxon expressly reserves the right to withdraw from the contract.

3. User Account

To conclude purchase agreements with maxon via the online shop, the Customer must register as a user.

The Customer is obliged to provide complete and truthful information during registration and keep their login credentials confidential, not disclosing them to third parties. maxon reserves the right to delete a user account or block access to a user account at any time without stating reasons.

The Customer is obligated to inform maxon immediately if they have reason to believe that their account has been or is being misused by third parties. The Customer is liable for all orders placed through their user account unless they can demonstrate that they promptly informed maxon and did not breach any duty of care in managing their account.

4. Order Volume

For each order, the order quantity for individual products via the online shop is limited to a maximum of 49 units per order item.

Should the Customer wish to order 50 or more units of a single product, they are requested to contact maxon. Alternatively, the Customer can still place the order via the online shop; however, only those order items whose quantities do not exceed 49 units will be processed via the online shop and in accordance

with these General Terms and Conditions. Order items exceeding 49 units are treated by maxon as a request for a quotation. maxon will then contact the Customer regarding their quotation request.

5. Contract Conclusion, Correction Options

All information available in the online shop about products, such as technical data, images, dimensions, areas of use, and specifications, is non-binding and may be modified at any time unless expressly designated as binding.

The offering in the online shop is non-binding. The Customer selects the goods to be ordered from those offered and adds them to the shopping cart. The Customer can modify the content of the cart, or empty it entirely or in part, at any time before submitting the order. By clicking the order button, the Customer submits a binding offer for the products contained in the shopping cart. At the same time, the Customer accepts these General Terms and Conditions.

maxon confirms receipt of the order by means of an automated email. This confirmation of receipt does not yet constitute acceptance of the offer by maxon. The contract is concluded only upon provision of an order confirmation, a shipping confirmation, or upon dispatch of the products.

The Customer explicitly consents to maxon delivering digital content not provided on a physical medium immediately after the order is received.

maxon stores the order data and additionally sends the Customer an overview of the order by email as part of the order receipt confirmation. The Customer can also view the order data in their user account.

6. Terms of Delivery and Delivery Periods

maxon delivers within Switzerland and the Principality of Liechtenstein. The products are delivered to the delivery address specified during the order process. maxon dispatches goods exclusively via shipping service providers. Pickup of goods by the Customer is not permitted.

Product availability is indicated in the online shop if such information is available. Products marked as available in the online shop and which are not configured or combined with other components are – subject to acceptance of the order by maxon – usually shipped within 24 hours of receiving the order or, for pre-payments, within 24 hours of receiving payment. For all other products, the Customer is usually informed of delivery times within 48 hours, and shipping may take up to 11 working days after receipt of the order. maxon is entitled to make partial deliveries.

The delivery time depends on the shipping method. If a delay is not exclusively at the fault of maxon, the deadlines and/or delivery periods shall be extended reasonably but at least by the duration of the delay. A missed delivery deadline does not entitle the Customer to cancel the order. No liability is assumed for any delay in delivery.

maxon reserves the right to withdraw from the contract if the ordered goods are no longer available after order confirmation. In such a case, the Customer will be informed immediately of the unavailability of the ordered goods. Any payment already made by the Customer at that time will be refunded without delay.

If the Customer is in default of acceptance or breaches other cooperation obligations, maxon is entitled to invoice the Customer for any resulting damage incurred, including additional expenses.

The Customer is required to inspect deliveries immediately upon receipt. The Customer must report obvious defects to maxon immediately, but no later than seven days after receipt of the delivery; hidden defects must be reported no later than seven days after their discovery. If the Customer fails to do so, the delivery is deemed to have been approved as free of defects.

Products that are the subject of a complaint must be returned to maxon upon request. Returns should be made in the original packaging whenever feasible. If a return in the original packaging is not possible, the products must be packaged in such a way that they are safeguarded against loss and damage. Where products are replaced, the exchanged items become the property of maxon unless maxon waives the transfer of ownership.

maxon is entitled to demand reimbursement from the Customer for all costs incurred in investigating reported errors or malfunctions if these cannot be found or reproduced.

7. Prices and Shipping Costs

The price is determined at the time of the order.

The prices stated in the online shop (item overview and item details) exclude VAT as well as delivery and shipping costs. Before completing the order process, the Customer is provided with an order summary showing the total price including shipping costs and VAT.

8. Payment

Orders in the online shop may be paid by credit card, prepayment, or, up to a certain amount, via invoice. However, maxon reserves the right to refuse certain payment methods for any given order and refer the Customer to other payment methods.

Invoice: The invoice amount is due 30 days after receipt of the invoice and the goods, payable by bank transfer to the account specified in the invoice. After the payment period has expired, the Customer is automatically in default without further reminder, and maxon is entitled, without prejudice to further claims, (a) to charge annual default interest of 10 percentage points from the due date or (b) to withdraw from the contract. Additionally, and in all cases, maxon may claim damages from the Customer. If the Customer suspends payment or an application for insolvency proceedings is filed against the Customer, all claims—including claims for damages—that maxon has against the Customer from the business relationship become immediately due. In such a case, the Customer hereby irrevocably waives the right to plead any statute of limitations as defense, and maxon accepts this waiver. In addition, maxon may, at its discretion, terminate the business relationship in whole or in part without notice and claim damages.

Credit card: When placing the order, the Customer provides their credit card details. After the Customer is authenticated as the legitimate cardholder, the payment transaction is carried out automatically and the card is charged. The card is charged immediately after the order is placed.

Payment in advance: The account information for payment in advance can be found in the order receipt or order confirmation. As soon as payment is received by maxon, the goods will be delivered within the delivery periods specified in Section 6 above.

9. Customer Service

For all questions related to maxon's offering and the online shop, maxon is available to the Customer during normal business hours. The contact details are listed at the beginning of these General Terms and Conditions.

10. Warranty

maxon solely warrants that, at the time of passing of risk, the products correspond to the agreed technical specifications (in accordance with the maxon part number).

The warranty period is 12 months from the passing of risk. All claims for defects shall become time-barred within 12 months from the passing of risk. Repair or replacement shall not prolong the original warranty period.

maxon provides no warranty and gives no assurances of any kind (a) for software supplied by maxon; (b) for items which are delivered by maxon but are manufactured by third parties; (c) for faulty services where the fault is not solely caused by maxon; (d) for cases where (i) the deviation from the agreed specifications is insignificant or a defect impairs the usability only insignificantly; (ii) defects are due to natural wear and tear, unforeseeable events or damage occurring after passing of risk, faulty or negligent treatment, unusual physical strain or electronic load, excessive use, misuse, incorrect use, negligence, use with unsuitable accessories, improper assembly/installation or packaging, installation not carried out by maxon, unsuitable ground in the installation area, or particular external influences which are not explicitly stated in the contract, or repairs or modifications performed by others; or (iii) where, after delivery by maxon, products have been modified by the Customer, their customers or end users, or any warranty seals have been removed or altered by the Customer, their customers or end users. Defects identified by maxon will be communicated to the Customer.

maxon shall provide a warranty in its sole discretion and sole remedy by repairing or replacing the products or by crediting or refunding their price. The Customer's rights to cancellation, rescission, and termination shall be excluded. Further claims by the Customer shall be expressly excluded.

11. Exclusion of Liability

Except as required by mandatory law and as expressly provided in Section 10, all liability claims by the Customer—no matter the legal grounds—against maxon, its group companies, as well as its officers, shareholders, employees, proxies, or agents, subcontractors, suppliers, and representatives of maxon and its group companies are entirely excluded. Excluded in particular—but not exclusively—are claims based on loss of production, damage caused by delays, loss of use, loss of or damage to data or data storage media, costs for recovery of lost or damaged data, lost profit, and other direct or indirect damage, even if the possibility of such damage has been expressly pointed out to maxon.

12. Passing of Risk

Risk passes to the Customer upon delivery of the goods to the carrier, freight forwarder, or any other person appointed to execute the shipment. This applies even if delivery is free of freight charges or shipping costs are borne by maxon. The same applies if the Customer is in default of acceptance.

13. Forfeiture

Unless contrary to mandatory law or otherwise regulated in these General Terms and Conditions, all claims and rights of the Customer shall be forfeited within 12 (twelve) months of their occurrence.

14. Indemnification of maxon

If third parties assert claims against maxon and/or other maxon group companies in connection with the products delivered to the Customer, the Customer must indemnify maxon and the other maxon group companies concerned of all claims on first request.

15. Force Majeure

maxon shall not be liable for any faults and/or delays in performance with regard to its contractual obligations if the fault and/or delay is caused by an event or circumstance, whether due to natural causes or human actions, which is beyond maxon's reasonable control, could not reasonably have been foreseen at the time the contract was concluded, or the effects could not reasonably have been avoided or overcome

by maxon ("Force Majeure"). If maxon cannot fulfill its contractual obligations due to Force Majeure, in particular in the event of a shortage of raw materials, components, and/or energy, war, flood, fire, epidemics and pandemics, earthquakes, damage or disruptions to the operations of maxon, its group companies or suppliers, government measures, embargoes, trade sanctions, transport interruptions, labor disputes, strikes, etc., maxon shall not be deemed in breach of contract and the Customer shall not be entitled to damages or other claims arising from breach of contract.

With regard to embargoes and/or trade sanctions, it is at the sole discretion of maxon to decide whether the fulfillment of its contractual obligations is permissible and also reasonable for maxon and whether or not this is a case of Force Majeure.

If the Force Majeure incident lasts longer than six months, maxon may cancel the affected orders in whole or in part at any time and at no cost to maxon.

16. Intangible Property Rights

All intangible property rights, meaning all registered and unregistered industrial property rights and other intellectual property rights as well as similar rights worldwide, including but not limited to patents, designs, trademarks, semiconductor topography rights, copyrights, and know-how, as well as applications for these rights and rights to these rights (collectively "Intangible Property Rights") to and in connection with the products are the exclusive property of maxon or the respective maxon group company.

Use of the PDF and DXF files and other information provided in the online shop is generally permitted for development and planning purposes relating to the integration of maxon products. Any copyright notices, logos, etc. must in all cases be retained. Any use beyond this is prohibited and requires prior written consent from maxon. Any additional third-party rights remain reserved.

Should, through use of the websites, the Customer acquire any intellectual property rights, the Customer irrevocably and at no cost assigns all such rights to maxon to the fullest extent legally possible or, where assignment is not permissible, immediately grants maxon an irrevocable, free, and exclusive right of use and fully and permanently waives the exercise of such rights.

The end-user license provisions accompanying the software products made available with the products shall apply in addition. By installing and/or using the software products, the Customer expressly accepts their applicability.

With regard to maxon's liability, Section 11 of these General Terms and Conditions applies.

17. Offsetting, Assignment and Pledging

The Customer is not entitled to offset any claims against maxon or against any companies of the maxon Group. The Customer is not permitted to assign its claims against maxon to third parties or have them collected by third parties. The Customer hereby waives any and all rights of lien and retention. maxon is entitled to transfer its rights and obligations under the contract to third parties.

18. Export Control

The Contracting Parties undertake to comply with all applicable sanctions, embargoes, and export control regulations (hereinafter collectively "Export Control Laws"). These include all applicable rules (including any future amendments) that sanction, prohibit, or restrict certain activities, including but not limited to:

(i) sale, import, export, re-export, provision, transfer or transshipment of goods, services, technology (including know-how) and/or software (hereinafter collectively "Goods");

- (ii) the financing or investment in direct or indirect transactions or business with certain countries, territories, regions, governments, projects, or specially designated persons or organizations; as well as
- (iii) any other rules issued, maintained, or enforced by a sanctions authority before or after conclusion of the contract.

Each Contracting Party warrants that, to its best knowledge and belief at the time of entering the contract, neither it nor the persons acting on its behalf are subject to sanctions. Each Contracting Party shall notify the other Contracting Party immediately if it becomes a Sanctioned Person. "Sanctioned Person" means any natural or legal person who is on a list adopted pursuant to applicable Export Control Laws (including EU and US lists), whose assets are frozen, or who is subject to other restrictions. Any legal entity directly or indirectly controlled by a Sanctioned Person is also deemed a Sanctioned Person.

maxon reserves the right to delegate (comprehensive) end-user and, if applicable, related shareholder and ownership checks (KYC) of all parties/persons involved in the transaction chain to the Customer. The Customer undertakes to carry out such checks as required and to provide maxon with the results of the transferred KYC checks after two weeks at the latest.

The Contracting Parties undertake to obtain all necessary governmental licenses for the import/export/re-export or transfer of Goods. Goods may not be exported, re-exported, or transferred (domestically) without obtaining the necessary valid licenses from the responsible authorities. At maxon's request, the Customer must provide maxon with an end-use certificate in the form required by maxon or the responsible authorities. maxon reserves the right to make the delivery of Goods dependent on receipt of the relevant documents.

The Customer warrants that it will not, directly or indirectly, sell, export, re-export, release, transfer, or otherwise pass on Goods received from maxon to (i) Sanctioned Persons or (ii) contracting parties for use or end-use in sanctioned countries, territories, regions, governments, or projects. The Customer's obligation also includes refraining from supplying or using Goods for any applications in connection with anti-personnel mines, cluster munitions, nuclear, biological, and chemical weapons, and/or carrier systems for the transport of such weapons.

If the Customer's rights and obligations under the contract are transferred to third parties, the Customer shall ensure that these third parties also comply with the obligations of Section 18 and pass them on to further business partners. To this end, the Customer shall set up and maintain a suitable monitoring mechanism to identify any behavior of third parties in the further commercial chain, including potential resellers, that violates the purpose of Section 18.

In the event of a breach of any provision of Section 18 by the Customer or a third party, the Customer shall be obliged to notify maxon immediately in writing. Upon request, the Customer shall provide maxon with information on compliance with the obligation under Section 18 within two weeks. A breach of any provision of Section 18 by the Customer shall be deemed a material breach of contract and shall in particular entitle maxon to rescind the contract, including all delivery obligations, with immediate effect. Such cancellation shall be without prejudice to any other rights and claims of maxon under law or contract and shall exclude any liability of maxon for claims, losses, or damages of the Customer of whatever nature and on whatever legal grounds. Moreover, in case of a violation of Section 18, the Customer undertakes to compensate maxon and its group companies for all damages and to indemnify in full and upon first request maxon and the maxon group companies. maxon will report violations to the responsible authorities within the framework of the applicable Export Control Laws.

If maxon has justified doubts about compliance with Section 18, maxon may refuse delivery to the Customer until these doubts have been resolved to maxon's satisfaction. Claims of the Customer against maxon for delay or non-performance due to such doubts, shall, also after the elimination of such doubts, be excluded to the extent permitted by law.

maxon may at any time verify the whereabouts of the delivered Goods and request the necessary supporting documents from the Customer. maxon is authorized to carry out on-site inspections at the Customer's premises or to commission third parties to carry out such inspections. If the Customer, without reasonable justification, refuses to provide the requested information or to allow an on-site inspection, maxon may terminate the contract in whole or in part without any liability, and the Customer shall reimburse maxon for the costs incurred up to that point.

If maxon is prevented from making timely delivery by governmental application or approval procedures (including all possible legal recourse), the delivery period shall be reasonably extended by the duration of the delay. maxon shall not be deemed in default due to the delay.

maxon may, without liability, suspend performance of the contract or terminate the contract in whole or in part if Export Control Laws subsequently require it, an export license is missing, or performance becomes unlawful or impracticable for maxon or for maxon group companies or if, at maxon's discretion, performance could damage the reputation of maxon or of maxon group companies.

19. Legal Compliance

The Customer undertakes to comply with all statutory provisions and regulations, in letter and in spirit, in every country where the Customer's company operates. Furthermore, the Customer is expected to conduct business with integrity and social responsibility.

20. Severability Clause

Should individual provisions of these General Terms and Conditions ultimately prove to be legally invalid or unenforceable, this shall not affect the validity of the rest of these General Terms and Conditions. In such a case, the Contracting Parties shall reach an agreement that replaces the affected provision with an effective provision that comes as close as possible in economic terms, and commit to such.

21. Applicable Law and Place of Venue

These General Terms and Conditions and any contracts concluded on their basis shall be governed by Swiss law, excluding conflict-of-law provisions referring to foreign law under the Swiss Federal Act on Private International Law (PILA) or international treaties.

For the adjudication of any disputes arising out of or in connection with this contract, the Contracting Parties submit to the jurisdiction of the courts competent for Zurich / Switzerland.

22. Concluding Provisions

maxon reserves the right to amend these General Terms and Conditions at any time. The amended General Terms and Conditions will be made available in the online shop. The version of maxon's General Terms and Conditions in effect at the time of contract conclusion shall apply.

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