

## General Terms and Conditions of the Online-Shop of maxon Switzerland ag

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These General Terms and Conditions govern the contractual relationship between customers (private and corporate customers) of maxon Switzerland ag's Online Shop (hereinafter referred to as the "customer") and

maxon Switzerland ag  
Eichstrasse 3  
CH-6055 Alpnach  
Switzerland

Contact for customers with domicile / residence in Switzerland or Liechtenstein

Phone: +41 41 662 95 96

Fax: + 41 41 666 16 16

E-Mail: shop.ch@maxongroup.com

Contact for customers with domicile / residence outside Switzerland or Liechtenstein

Phone: +41 41 662 95 96

Fax: + 41 41 666 16 16

E-Mail: e-shop@maxonmotor.com

Commercial Register no. CHE-287.668.922

VAT no. CHE-287.668.922 MWST

Management: Robin Camenzind

(hereinafter referred to as "maxon").

### 1. Subject of the General Terms and Conditions

These General Terms and Conditions govern all Online Shop purchase contracts concluded between the customer and maxon. The version of the General Terms and Conditions that is valid on the date the contract is concluded shall apply.

The customer is advised to read through these General Terms and Conditions before submitting an order and to print a copy thereof or to download and save a copy in the form of a PDF document.

Any conflicting or deviating terms and conditions of the customer will not form part of the contract, unless this has been approved explicitly and in writing by maxon.

### 2. User account

Insofar as the customer wishes to conclude purchase contracts with maxon via the Online Shop, he/she must register and set up a "my maxon" user account.

The customer must provide truthful information about his/her personal particulars and also keep the access data secret and refrain from disclosing them to third parties. Insofar as the customer sets up a user account for business customers, he/she confirms that he/she is entitled to open a "my maxon" user account in the name of the business customer. maxon reserves the right to delete a user account at any time and without stating reasons or to block access to the user account.

The customer must contact and inform maxon immediately if he/she has reason to suppose that his/her user account is being or has been misused by third parties. The customer is responsible as a matter of principle for all orders placed or contracts concluded using his/her user account. His/her responsibility lapses if he/she is able to prove that he/she has informed maxon immediately and has not breached any obligations of diligence in relation to the operation of his/her user account.

maxon stores the order data and additionally sends the user a summary of the order by email as part of the confirmation of receipt of the order. The customer can also view the order data in the "my maxon" user account.

### 3. Contracting parties and sales territory

maxon concludes purchase contracts via its Online Shop with private customers (in their capacity as "consumers") who have the capacity to act and are at least 18 years old, as well as with corporate customers. By submitting an order, the private customer confirms that he/she has reached the age of majority and is entitled to conclude a contract with maxon. The customer who places an order in the name of a business customer likewise declares that he/she has authority to place orders in the name of the business customer.

If maxon concludes a contract with a customer who does not have the capacity to act and conclude contracts, or who is domiciled or resident outside the sales territory of maxon, owing to a mistake or because the customer provided inaccurate information, maxon reserves the right to withdraw from the contract.

### 4. Order volume

The order volume for certain Online Shop products is limited to a maximum of 49 units per product, per order.

If the customer wishes to order 50 or more units of an individual product, he/she is requested to contact maxon or the maxon representative in his/her country of residence. Alternatively, the customer can still place the order via the Online Shop, but only those orders with a volume not exceeding 49 units will be processed in accordance with these General Terms and Conditions. Orders with a volume exceeding 49 units will be processed by maxon as a request for a quotation. maxon will then contact the customer regarding the request for a quotation.

If the customer is domiciled or resident outside of Switzerland or Liechtenstein, the request for a quotation will be forwarded to the maxon representative in the customer's country of domicile or residence, who will follow up the request and contact the customer.

## 5. Conclusion of contract

All product information available from the Online Shop, such as technical data, pictures, measurements or information on the field of application and specifications etc. is non-binding and subject to change at any time unless it is explicitly described as binding.

The range of products available from the Online Shop is non-binding. The customer selects the required products from this range and adds these to the shopping cart. The customer can change the contents of the shopping cart or empty the shopping cart partly or entirely before the order is submitted. The customer orders the products in the shopping cart by clicking on the "Order with obligation to pay" button, thereby submitting a binding offer for the conclusion of a contract to maxon. At the same time, the customer accepts these General Terms and Conditions.

maxon confirms receipt of the order with an automatic e-mail. However, this confirmation of receipt does not serve as maxon's acceptance of the offer.

The contract is not concluded until an order confirmation or a dispatch confirmation is sent or the product is delivered.

The customer explicitly agrees and consents to the fact that the delivery of digital contents which are not supplied to the customer on a tangible medium can be made by maxon immediately after receipt of the order; in that case, a possible right of withdrawal pursuant to Sec. 6 below lapses.

## 6. Right of withdrawal

If the customer is a consumer and has his/her place of residence in Switzerland, Liechtenstein or in a Member State of the EU, he/she may withdraw his/her order under the following conditions:

### Right of withdrawal

You have the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods or – in the case of a contract relating to multiple goods ordered by the consumer in one order and delivered separately – on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last good.

To exercise the right of withdrawal, you must inform us

maxon Switzerland ag  
Eichstrasse 3  
CH-6055 Alpnach  
Switzerland

Contact for customers with domicile / residence in Switzerland or Liechtenstein

Phone: +41 41 662 95 96

Fax: + 41 41 666 16 16

E-Mail: shop.ch@maxongroup.com

Contact for customers with domicile / residence outside Switzerland or Liechtenstein

Phone: +41 (41) 662 95 96

Fax: +41 (41) 666 16 16

E-Mail: e-shop@maxonmotor.com

of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model withdrawal form, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

### Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

You shall send back the goods or hand them over to us, either to maxon Switzerland ag, Eichstrasse 3, CH-6055 Alpnach (CH und FL), or to maxon's representative in the customer's country of residence pursuant to the list provided at "maxon worldwide" or the information given in the order confirmation (EU Member States), without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired. You will have to bear the direct cost of returning the goods. You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

## 7. Exceptions from the right of withdrawal

You will not have any right to cancel for:

- Contracts for the supply of goods that are made to the consumer's specifications, i.e. non- prefabricated goods made on the basis of an individual choice of or decision by the consumer or are clearly personalized.
- Contracts for the supply of sealed audio or sealed video recordings or sealed computer software, which were unsealed after delivery.

## 8. Delivery deadlines and delivery

Provided that the required information is available, the Online Shop description of the product will contain information on its availability. Products which are designated as being available in the Online Shop and are not configured or combined with other components shall be dispatched by maxon – subject to acceptance of the order by maxon – within 24 hours of receipt of the order or, in the event of advance payment, within 24 hours of receipt of the payment. For all other products, the customer shall be informed within 48 hours of the delivery lead times or, respectively, dispatch may take up to 11 working days after receipt of the order. The delivery lead time is likewise dependent upon the country of destination and the duration of such customs clearance as may be required. For delayed deliveries for which the customer or our logistics partner is responsible, or which are caused by cases of force majeure, maxon accepts no liability. If the delivery is delayed by more than 30 days after conclusion of the contract, the customer is entitled to withdraw from the contract. The customer may notify maxon of withdrawal from the contract by letter, fax or e-mail sent to customer service (see Sec. 12 below).

In the event of non-availability of the ordered goods, maxon reserves the right to withdraw from the contract after the order has been confirmed. In that case, the customer shall be notified immediately of the non-availability of the ordered goods. Any payments made by the customer before this time shall be refunded immediately.

If the customer fails to accept the delivery or violates any other obligations to cooperate, maxon is entitled to invoice the customer for the resulting loss and any additional costs caused by the default of acceptance.

The customer must check the delivered products at the time of delivery for damage caused during transport and manifest defects which must be documented. In addition, the customer must make sure, upon receipt of the delivery, that the latter is complete and contains the ordered products. Any variations, transport damage and manifest defects must be notified to maxon without delay, but no later than within 7 days of delivery, in writing (by e-mail, fax or letter) to customer service (see Sec. 12 below).

A breach of the above obligation to notify does not influence any mandatory statutory warranty claims of the consumer.

## 9. Prices and dispatch costs

The price is determined by the date of the order.

The prices provided by the Online Shop (product overview and details) are exclusive of VAT and of delivery and dispatch costs. The customer receives an order overview before finalizing the order which states the final price of the order including delivery and dispatch costs and – depending on the place of business or residence of the customer – inclusive of value added tax and of any applicable import duties. The delivery and dispatch costs together with taxes, customs duties and other charges and levies are determined by the nature of the delivery and the address for delivery.

For deliveries abroad (outside Switzerland), billing may be effected without stating value added tax and without including any customs duties and other charges; the customer's attention shall be drawn to this fact in the ordering procedure. These taxes, duties and other fees and charges are to be settled by the customer, on the basis of the statutory provisions applicable at his place of residence, directly to the responsible entity or authority at his place of residence.

Business customers with registered office in the EU (except for Germany) also have the possibility of tax-free intra-Community delivery if they indicate the value added tax identification number during the ordering procedure.

If in the case of deliveries abroad (outside Switzerland) the withdrawal pursuant to Section 6 involves taxes or charges, associated with the return of the goods across a border, for which maxon is liable and which cannot be otherwise refunded, maxon may ask the customer to pay such costs or deduct them from the purchase price which is to be refunded.

## 10. Payment

Online Shop orders can be paid by credit card, Postfinance, PayPal or advance payment. Customers who are entitled to make use of this option and have activated this option in the user account can also request an invoice. maxon reserves the right to make deliveries to such customers only after receiving payment by credit card, Postfinance, PayPal or in advance.

Invoices must be settled within 30 days of the date of the invoice. After the expiry of the payment date, the customer shall automatically be deemed to be in arrears with payment without any further warning.

Credit card and Postfinance payments are processed by Datatrans AG, Stadelhoferstrasse 33, 8001 Zurich ([www.datatrans.ch](http://www.datatrans.ch)). The credit card information provided by the customer when placing the order is transmitted to Datatrans AG via an SSL-encrypted



connection. The customer is aware of the fact that maxon may verify creditworthiness or card cover as part of the ordering procedure before confirming the order.

The account details for advance payments are provided on the order receipt or order confirmation. When payment is received by maxon, the goods will be delivered within the delivery lead times stipulated in Section 8 above.

#### **11. Reservation of ownership**

The delivered goods remain the property of maxon until the customer pays all outstanding invoices.

#### **12. Customer service**

maxon can be contacted at the following address if you have any questions regarding our products and our Online Shop:

maxon Switzerland ag  
Customer Service  
Eichstrasse 3  
CH-6055 Alpnach  
Switzerland

Contact for customers with domicile / residence in Switzerland or Liechtenstein

Phone: +41 41 662 95 96

Fax: + 41 41 666 16 16

E-Mail: shop.ch@maxongroup.com

Contact for customers with domicile / residence outside Switzerland or Liechtenstein

Phone: +41 41 662 95 96

Fax: + 41 41 666 16 16

E-Mail: e-shop@maxonmotor.com

Alternatively, the customer can contact the maxon representative in his/her country of residence pursuant to Sec. 13 below.

#### **13. Warranties**

maxon provides the statutory warranty of quality and title for all newly manufactured goods for a period of two years from the date of delivery. This does not apply to the following cases of improper use or for defects deriving from non-compliance with the standard specifications for maxon products No. 100 to No. 103. The standard specifications form an integral part of these General Terms and Conditions. The customer has the following alternative rights under the warranty.

- a) Removal of defects or delivery of a replacement,
- b) Reduction of the purchase price,
- c) Cancellation of the contract

maxon can choose whether it wants to remove the defects or deliver a replacement. A reduction in the purchase price and the cancellation of the contract can only be claimed after maxon has been unsuccessfully requested to remove the defects and has also been sent a reminder in this regard. The payment of damages instead of the delivery of a replacement is excluded. Warranty claims must be asserted against maxon by way of declaration. The customer has to notify all warranty claims to maxon's representative in the customer's country of residence pursuant to the list provided at "maxon worldwide" or the information given in the order confirmation.

maxon does not provide any warranties for defects deriving from improper use (in particular: the use of force; wrong cabling; use counter to the specifications, in particular the standard specifications No. 100 to No. 103; electrical or mechanical overloading; etc.) or from natural wear and tear, unless the customer can prove that the defects resulted from misleading user instructions. maxon's liability is excluded if any repairs or other manipulations are done by someone other than maxon or its authorized representatives.

#### **14. Liability**

maxon is liable vis-à-vis private customers within the limits of the law.

There is no liability for minor negligence. The amount for which maxon is liable is limited to the typically foreseeable damage at the time the contract was concluded. If material contractual duties are violated, maxon will be liable for the culpable conduct of its legal representatives, employees and third parties whose negligence must be attributed to maxon. There is no liability for any damage to items other than the purchased product. maxon is only liable for indirect damage, in particular loss of profits, caused intentionally or through gross negligence by maxon, its legal representatives, employees and third parties whose negligence must be attributed to maxon.

These liability exclusions and restrictions do not apply where maxon has provided an explicit warranty of a quality, fraudulently concealed a defect, or accepted a guarantee. They also do not apply to loss or damage arising out of injury to life, body or health and where imperative provisions of the law apply, in particular product liability

#### **15. Intellectual Property**

The use of the pdf and dxf files and other information made available in the online shop is allowed as a matter of principle for the purpose of development and planning with regard to integration of maxon's products. Copyright notices, logos etc. must be retained under all circumstances. Any use beyond that is forbidden and requires the prior written consent of maxon. Any further intellectual property rights of third parties shall remain reserved.

If any intellectual property rights should arise for the user from the use of websites, the user shall directly, irrevocably and free of charge cede to maxon all the aforementioned rights to the extent that is legally permissible. If cessation is not legally permissible, the

user shall directly and irrevocably grant maxon a free and exclusive usage right and shall once and for all fully relinquish use of these intellectual property rights.

With reference to the software products made available with the purchased objects, the end user license provisions of those software products shall likewise apply. By installing or using the software products, the customer specifically acknowledges their validity.

## 16. Special provisions for corporate customers

The warranty period for corporate customers is 12 months.

maxon is only liable to corporate customers for the violation of material contractual duties (cardinal obligations). Liability for minor negligence and the violation of immaterial contractual duties is excluded.

The reduction of the warranty period and the warranty and liability exclusions do not apply where maxon has accepted a guarantee, provided a warranty of a quality or fraudulently concealed a defect, or to loss or damage arising out of injury to life, body or health and where imperative provisions of the law apply.

## 17. Export Control

The parties undertake to comply with all applicable sanctions, embargoes and export control regulations (hereinafter collectively "Export Control Laws") in connection with the contract. These include all applicable standards (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 "Items");

(ii) financing and/or investment in or direct or indirect transactions or business with certain countries, territories, regions, governments, projects or specially designated persons or organisations; and

(iii) any other standards issued, maintained or enforced by a sanctioning authority before or after the conclusion of the contract.

Each party warrants that, to its best efforts, neither it nor the persons acting on its behalf are sanctioned at the time of the conclusion of the contract. Each party shall notify the other 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. A Sanctioned Person also includes any legal entity that is directly or indirectly controlled by 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 parties undertake to obtain all necessary governmental licences for the import/export/re-export or transfer of Items. Items may not be exported, re-exported or transferred (domestically) without obtaining the necessary valid licences 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 Items 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 transmit the Items received from maxon to (i) Sanctioned Persons or (ii) contracting parties for use or end-use in sanctioned countries, territories, regions, governments, projects. The customer's obligation also includes not to deliver and/or use any Items for any applications in connection with antipersonnel mines, cluster munitions, nuclear, biological, and/or chemical weapons, and/or carrier systems for the transport of such weapons.

If customer's rights and/or obligations under the contract are transferred to third parties, the customer shall ensure that these third parties also comply with the obligations under section 17 and pass them on to other business parties. To this end, the customer shall set up and maintain an adequate monitoring mechanism to identify any behaviour by third parties in the further commercial chain, including possible resellers, which would frustrate the purpose of section 17. In the event of a breach of a provision of section 17 by the customer or by 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 17 within two weeks. A breach by the customer of a provision of section 17 shall be deemed a material breach of contract and shall in particular entitle maxon to rescind the contract (including any 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. Furthermore, the customer undertakes to compensate maxon and the maxon group companies for all damages and to indemnify in full and upon first request maxon and the maxon group companies against claims of any kind that may arise in connection with violations of the provisions of section 17. 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 this section 17, 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 check the whereabouts of the delivered Items at any time and request the necessary supporting documents from the customer. maxon is authorised to carry out on-site inspections at the customer's premises or to commission third parties to carry out such inspections. If the customer refuses to provide the information or the on-site inspection without comprehensible justification, 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.

maxon shall not be in default of performance, if maxon is prevented from timely delivery due to an application or authorisation procedure under foreign trade law. In such case, the agreed time for delivery shall be appropriately extended in accordance with the delay incurred by this procedure and all potential legal remedy procedures.

maxon may suspend performance of the contract or terminate the contract in whole or in part if Export Control Laws subsequently require it, an export licence 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. maxon shall not be liable for any costs, expenses or damages caused by suspension or cancellation.

## 18. Applicable law and place of jurisdiction

These General Terms and Conditions and contracts concluded on the basis of these General Terms and Conditions shall be governed by Swiss law, to the exclusion of the norms of Swiss International Private Law Act (IPLA) which make reference to conflicts with foreign law and of international treaties.

The place of jurisdiction is the customer's domicile in Switzerland. If the customer is not a consumer and/or does not have a place of business or a domicile in Switzerland, the registered office of maxon shall be the place of jurisdiction.

National legal stipulations at the domicile of the customer which depart from the above provision and apply with binding force to consumers or to consumer contracts and hence to the customer as a consumer are reserved.

## 19. Final provisions

If individual provisions of these General Terms and Conditions should be legally invalid or lose their legal validity at a later date, or if there are any gaps in these provisions, the validity of the other provisions and the General Terms and Conditions themselves will not be affected. In such a case the invalid or missing provision(s) must be replaced or supplemented by a provision that comes as close as possible to the original economic and legal purpose of these General Terms and Conditions.

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 contract is governed by the version of the General Terms and Conditions of maxon that applies on the date that the contract is concluded.

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## Model cancellation form

If you want to cancel the contract, please fill out the form below and send it back to us:

To either maxon Switzerland ag, Eichstrasse 3, CH-6055 Alpnach (CH und FL), or to maxon's representative in the customer's country of residence pursuant to the list provided at "maxon worldwide" or the information given in the order confirmation (EU Member States).

I / We[\*] hereby give notice that I /We[\*] cancel my/our [\*] contract of sale of the following goods [\*]/for the supply of the following service[\*]— Ordered on [\*] / received on [\*]

- Name of consumer(s)
- Address of consumer(s)
- Signature of consumer(s) (only if this for is notified on paper)
- Date

[\*] Delete as appropriate