

GENERAL TERMS AND CONDITIONS (GTC)

for Deliveries and Services of LÜDI SWISS AG (LSAG)

Version 1.0 | As of June 2026

1. Scope of Application

These General Terms and Conditions apply to all deliveries, services, work performances, and offers of LÜDI SWISS AG (hereinafter referred to as "LSAG"). They take precedence over the purchaser's sales and delivery terms.

2. Conclusion of Contract

Contracts are concluded through written or digital order confirmation or by execution of the delivery.

3. Prices and Price Adjustments

Only the prices stated in LSAG's order confirmation are binding. Unless otherwise agreed in writing, prices are ex works, excluding VAT, any additional taxes, duties, packaging, transport, and insurance. No deductions may be made other than those expressly stated in the order confirmation.

LSAG reserves the right to adjust prices at any time due to fluctuations in raw material costs, energy, wages, transport, or currency.

4. Payment Terms

Unless otherwise agreed, invoices are payable net within 30 days. In case of late payment, default interest and reminder fees will be charged.

5. Retention of Title

Goods remain the property of LSAG until full payment has been made.

6. Delivery Dates

Delivery dates are non-binding unless explicitly confirmed in writing as binding. Partial deliveries are permitted.

7. Transfer of Risk

Delivery is Ex Works (Schändrichstrasse 5, CH-9230 Flawil). Risk and benefit pass to the purchaser upon dispatch from the factory.

8. Force Majeure

Force majeure includes, in particular, natural events, pandemics, strikes, shortages of raw materials, energy shortages, and cyberattacks. LSAG shall not be liable for damages or delivery delays caused by force majeure.

9. Technical Documents

Drawings, CAD data, tools, and technical documentation remain the property of LSAG.

10. Quality and Testing

The agreed specifications as well as applicable standards and customary industry tolerances apply.

11. Incoming Inspection and Defect Notification

Defects must be reported in writing within 14 days of receipt of the goods. Failure to report defects shall be deemed acceptance of the delivery.

12. Warranty

The warranty period is 12 months and is limited to repair, replacement, or credit note. Any further claims are excluded.

13. Liability

Any liability for indirect damages, consequential damages, and loss of profit is excluded.

14. Product Liability

Mandatory statutory provisions shall apply to product liability claims.

15. Compliance and Sustainability

The customer undertakes to comply with all applicable laws and regulatory requirements, including REACH, RoHS, PFAS, and PPWR.

16. Data Protection

The processing of personal data is carried out in accordance with the Swiss Data Protection Act.

17. Confidentiality

Business and trade secrets must be treated confidentially.

18. Export Control

The customer undertakes to comply with all export control and sanctions regulations.

19. Applicable Law

Swiss law shall apply exclusively, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

20. Place of Jurisdiction

The place of jurisdiction is the registered office of LSAG.

21. Severability Clause

If individual provisions are invalid, the validity of the remaining provisions shall remain unaffected.