Fr. Sauter AG, 4058 Basel
SGR-AA-4.5-11-E / 28.10.2026

# General Conditions of Sale and Supply of Fr. Sauter AG, 4058 Basel

## 1. General information

These General Conditions of Sale and Supply (GCSS) apply to all offers, legal relationships, and transactions between Fr. Sauter AG or its subsidiaries (hereinafter referred to as SAUTER) on the one hand and third parties (hereinafter referred to as the Customer; regardless of whether they act as an interested party, ordering party, purchaser, principal, licensee, or recipient) in Switzerland and abroad on the other hand, to whom SAUTER submits offers, delivers products or software programs, or renders services.

All agreements and declarations of legal relevance must be made in writing in order to be valid. Declarations in the form of text conveyed by electronic media (such as e-mail, fax, etc.) are coequal to the written form.

### 1.1 Contract conclusion, divergent stipulations

A legally binding contract for a single transaction shall not come into being until SAUTER delivers a written order confirmation to the Customer.

These GCSS apply to each individual business transaction. Divergent stipulations contained in the order confirmation sent by SAUTER or in agreements made in writing between the parties (e.g. blanket orders, distribution agreements) shall override the stipulations of these GCSS.

Purchasing terms or other conditions of the Customer are not a component of the contract. Further regulations or divergent stipulations of the Customer must be confirmed in writing by SAUTER in order to be valid.

### 1.2 Delivery and performance

The type and scope of delivery and performance are defined in the order confirmation and any annexes thereto issued by SAUTER.

## 2. Prices

All prices quoted by SAUTER in tenders or price lists are not binding and subject to change. All prices quoted by SAUTER in any order confirmations may be adjusted in accordance with Section 2.3 (Price adjustment) of these GCSS.

### 2.1 Scope of application

Prices are quoted for deliveries ex works, regardless of any divergent stipulations on shipping, transport or insurance documents etc.

Any necessary special packaging (e.g. maritime containers), special packaging requested by the Customer and shipping and insurance costs will be charged to the Customer.

### 2.2 Invoices, default

Invoices must be paid within 30 days of the invoice date. The invoiced amount is strictly net with no discount whatsoever.

The Customer is responsible for all duties and taxes payable outside of Switzerland arising in connection with delivery and invoicing.

In the event of default of payment, the Customer shall pay a default interest rate of 5% p.a. as of the day the payment period defined on the invoice expires. SAUTER reserves the right to make claims for further damage.

### 2.3 Price adjustment

In the event of any Materially Adverse Effect before the completion of a transaction (dispatch of the goods), SAUTER reserves the right to adjust all prices, unless such prices are expressly confirmed as fixed prices by SAUTER. Materially Adverse Effect shall mean, in particular, and without limitation, the following events: (a) an increase in SAUTER's prime costs of more than 5%; (b) a change that results from conditions generally affecting the industry; (c) any events under Section 14; (d) shortages in materials (including, but not limited to, semiconductors) due to increased demand; (e) delivery difficulties generally affecting the procurement market; (f) any matter related to increased energy prices; and (g) a change that results from currency exchange rate developments.

Upon any price adjustment under this Section 2.3, the Customer shall have an extraordinary right to cancel the transaction, unless such transaction includes goods individually tailored or customized for the Customer.

### 2.4 Blanket orders, default in acceptance

Blanket orders should be processed within the agreed duration by means of call orders. In the event of a delay of six weeks or more in taking up the orders, SAUTER reserves the right to dispose of the goods as it sees fit and to set a new delivery date or to withdraw from the contract. SAUTER reserves the right to make claims for further damage.

In the event of default in acceptance, the Customer shall pay a default interest rate of 5% p.a. of the invoice value of the omitted call. SAUTER reserves the right to make claims for further damage.

## 3. Obligation to supply and withdrawal

Deliveries will be made on condition that outstanding invoices have been paid in full. SAUTER reserves the right to withdraw from the contract at any time, even after the order has been confirmed, should any doubt concerning the solvency of the Customer subsequently arise or if it is in arrears with payments for supplies already in its possession.

## 4. Delivery time

SAUTER shall endeavor to adhere to the stated delivery times; however, they are not binding unless agreed expressly to the contrary in writing. The delivery times indicated on any order confirmation are subject to change. A binding confirmation of the delivery times may be provided by SAUTER before the completion of a transaction (dispatch of the goods). In case of any delivery delays, the Customer shall not be entitled to cancel the transaction or to make any claims for delay or otherwise.

Events under Section 14 may delay or interrupt the completion of orders and shall not entitle the Customer to cancel a transaction or to claim any damages. This also applies to binding delivery times and to transactions for which contractual penalties have been stipulated. Section 14 shall apply accordingly.

The delivery time shall be reasonably extended if SAUTER has to interrupt or shorten its production processes due to a lack of or a reduced availability of energy sources (e.g. gas, electricity). SAUTER shall inform the customer immediately and in writing of such a situation. Any claim by the customer against SAUTER for compensation for delay or for compensation for direct and indirect damages due to such a delay shall be excluded.

## 5. Export controls

The Customer agrees to comply with all applicable national and international laws, regulations, and provisions, as well as standards and directives related to the performance of the contract, including all applicable laws, provisions, and regulations governing international trade, such as customs regulations, export bans, embargo provisions, trade restrictions, import and export controls, and Sanctioned Party Lists (“Customs and Foreign Trade Law”).

The Customer shall, to the extent possible, assist SAUTER in verifying the permissibility of the export of goods under export control laws. The Customer agrees to provide SAUTER with the required end-use documentation (intended use and end-user) as soon as possible (prior to shipment).

SAUTER will notify the Customer in a timely manner if the goods are subject to export control restrictions.

SAUTER reserves the right to delegate end-user verification (KYC) to the customer if the customer can ensure appropriate end-user verification. The customer shall grant SAUTER access to its end-user verification records upon two weeks' prior notice.

In the event of a breach of the provisions of this clause, the customer shall indemnify SAUTER against any damages, costs, expenses, and claims upon written request. Furthermore, in such cases, SAUTER reserves the right to terminate this contract and the affected orders without notice. Section 14 shall apply accordingly.

### 5.1 Continuous compliance with export control laws

The Customer acknowledges that the delivered goods may be subject to the applicable Swiss and/or foreign export control laws and may not be sold, leased or transferred in any other way, or used and/or provided for any purpose other than that which is agreed, without an export or re-export licence from the relevant authority.

The parties agree to comply with all applicable sanctions, embargoes and export control regulations related to these GCSS. These include all applicable standards that sanction, prohibit or restrict certain activities, such as (i) import, export, re-export, provision, transfer or handling of goods, services, technology (including know-how) or software; (ii) financing, investment in or direct or indirect transactions or business (collectively referred to as "goods") with certain countries, territories, regions, governments, projects or specifically named persons or organisations, including any future changes to these provisions; or (iii) any other standards issued, upheld or enforced by a sanctions authority before or after conclusion of the contract (collectively referred to as "export control laws").

Each party assures that, to the best of their knowledge and belief, neither they nor individuals acting for them are subject to sanctions at the time of contract conclusion. Each party shall promptly notify the other if they become a sanctioned person. A "sanctioned person" is any individual or entity listed under applicable export control laws (including EU and US lists), whose assets are frozen or who is subject to other restrictions. A sanctioned person can also be any legal entity that is directly or indirectly controlled by a sanctioned person.

### 5.2 Inspection obligations and duty to obtain official permits

SAUTER reserves the right to require the Customer to conduct thorough KYC (Know Your Customer) checks on end users and any associated shareholders or investors, for all parties/persons involved in the transaction chain. The Customer agrees to perform these checks as required and to provide SAUTER with the results of the delegated KYC checks within two weeks.

The parties agree to obtain all necessary official permits for the import, export, re-export or shipment of goods. Goods and their "direct products" originating from the United States are subject to the U.S. Export Administration Regulations (EAR) and may not be exported, re-exported or transferred (domestically) without obtaining the required valid permits from the relevant U.S. authorities. At the request of SAUTER, the Customer must provide SAUTER with a letter of assurance and an end-use declaration in the form required by SAUTER or the relevant authorities. SAUTER reserves the right to withhold delivery of goods until receipt of these documents.

The Customer agrees to assist SAUTER in verifying that the export of goods is admissible under export control law. This includes informing SAUTER of the conclusion of the contract of the intended end use and end user of the goods by means of a formal, accurate and complete end-use declaration as well as any necessary modifications or updates. The end-use declarations must be prepared and the originals submitted in their original form at the time the contract is concluded. This is required for the transaction review that is mandatory under export control law and serves as evidence if SAUTER needs to demonstrate the end use, end user and final destination to the relevant export control authorities.

SAUTER will inform the Customer within a reasonable period if the goods are subject to export control restrictions.

### 5.3 Transfer to third parties

The Customer warrants that it will not sell, export, re-export, release, transmit or otherwise transfer the goods received from SAUTER either directly or indirectly to (i) sanctioned persons or (ii) contracting parties for use or end-use in sanctioned countries, territories, regions, governments or projects.

If the Customer transfers rights and obligations from the contract to third parties, it must ensure that they also comply with the obligations from Section 5 of these GCSS and ensure that other business partners do the same. To this end, the Customer must establish and maintain an appropriate monitoring mechanism in order to detect any conduct of third parties in the subsequent business chain, including resellers, which would violate the purpose of Section 5 of these GCSS.

In the event of a breach of a provision of Section 5 of these GCSS by the Customer or by a third party, the Customer must notify SAUTER in writing without delay. On request, the Customer must provide SAUTER with information on compliance with the obligation in Section 5 of these GCSS within two weeks.

### 5.4 Consequences of non-compliance

Any breach of this export control clause is considered a material breach of contract and entitles SAUTER to: (i) Withdraw from the contract with immediate effect; and (ii) enforce a contractual penalty amounting to at least the contract value or the price of the exported goods, whichever is higher. Such a withdrawal does not affect any other legal or contractual rights and claims of SAUTER and excludes any liability of SAUTER for claims, losses or damages of the Customer, regardless of their nature and legal basis. The contractual penalty will be offset against claims for damages. The Customer also agrees to indemnify SAUTER in full against any claims of any kind that may arise in connection with violations of this export control clause.

SAUTER will report any violations of these GCSS to the relevant authorities in accordance with the applicable export control laws.

If SAUTER has justified doubts about compliance with this clause, it may refuse delivery to the Customer until these doubts are resolved to its satisfaction. Claims by the Customer against SAUTER for delays or non-performance due to the resolution of such doubts are excluded to the extent permitted by law.

SAUTER may check the whereabouts of the delivered goods at any time and demand the necessary documentation from the Customer. SAUTER is entitled to carry out on-site inspections at the Customer's location or commission third parties to do so. If the information is not provided or the on-site inspection is refused, SAUTER may terminate the contract in whole or in part in writing, unless the Customer provides written justification that supplying the information or allowing the inspection is impossible or unreasonable. In the event of termination under this clause, SAUTER is entitled to reimbursement for expenses already incurred. Claims for damages by the Customer against SAUTER arising from or related to the termination of the contract are excluded.

SAUTER shall not be considered in default if timely delivery is prevented due to an official application or approval process. In such cases, the agreed delivery period is extended appropriately to account for the delay caused by this process and any related legal actions.

SAUTER may suspend performance or terminate the contract in whole or in part if export control laws subsequently require it, if an export licence is not obtained, or if performance becomes illegal or impossible for SAUTER or its affiliated companies. SAUTER will not be held liable for costs, expenses or damages due to suspension or termination. Section 14 shall apply accordingly.

## 6. Property, usage and risk, transport, insurance, packaging

All technical documentation and software programs remain the intellectual property of SAUTER and shall not be copied or duplicated or made available to third parties in any form or be used to manufacture the product or its components.

The Customer assures that the production and supply of products or software programs by SAUTER on the basis of instructions, templates, drawings, samples, etc., provided by the Customer, will not infringe third party rights.

The delivered goods shall remain the property of SAUTER until full payment has been made.

Usage and risk shall pass to the Customer on the date on which the consignment is shipped or on which SAUTER informs the Customer beforehand and in writing that the goods are ready for shipping, but, at the latest, on dispatch of the goods. In the event of delivery delays for which the Customer is responsible, usage and risk shall pass to the Customer when the delivery is made available by SAUTER.

SAUTER shall decide on the type of packaging. Shipment and insurance cover against damage of any kind is the responsibility of the Customer. Even if SAUTER is charged with the responsibility of organising shipment and insurance cover by agreement or due to current practice, they are considered to be obtained on behalf of and at the expense of the Customer (cf. Section 2.1 of these GCSS).

## 7. Packaging

Packaging items (boxes, crates etc.) are non-returnable.

## 8. Ambient conditions for transport and storage

If no written agreement specifies otherwise, the following ambient conditions apply for transport and storage:

- Storage and transport temperature: -25-70°C.
- Humidity: 10-85% rh, no condensation.

## 9. Inspection of delivery and reprimand duty

The recipient shall raise any complaints with regard to damage, loss or delay during transport with the shipping company immediately on receipt of the goods.

The Customer is obligated to immediately inspect the delivered goods carefully and to raise any objections regarding deficiencies in a written complaint to SAUTER within 8 days of receipt. The delivery shall be deemed as accepted if the Customer fails to do so. Should such deficiencies be discovered later that were not detectable during a careful inspection, the written complaint must be made immediately after their discovery, otherwise the delivery shall be deemed as accepted even with regard to such deficiencies.

## 10. Warranty (hardware)

For all delivered products and their components, SAUTER provides a one-year warranty starting from the manufacture date. If the delivered goods are utilised by the customer for personal or family use, the warranty is valid for two years from delivery. After the decisive period has elapsed, all warranty claims on SAUTER are time-barred.

SAUTER undertakes to remedy demonstrated deficiencies in material, design or manufacture - at the discretion of SAUTER - free of charge in SAUTER workshops or to replace the product or its defective components on condition that the items in question are sent to SAUTER free of all charges. If the delivered goods are utilised by the customer for personal or family use, the warranty is valid for two years from delivery.

With regard to deficiency claims raised after expiry of the period defined under Section 9 of these GCSS, however, SAUTER shall be liable only if the deficiencies were undetectable at the time despite careful inspection and if they are made the specified subject of a written complaint to SAUTER within the one-year warranty period immediately after they are ascertained.

The warranty period for replaced or repaired components entitling the Customer exclusively to the repair or replacement performance described above shall start afresh and last for a period of 6 months from delivery of the replacement parts or the conclusion of repairs.

Warranty claims are completely excluded for deficiencies of products and components due to:

- Incorrect handling, storage or fitting;
- Non-compliance with fitting, operation and maintenance instructions;
- Excessive use or natural wear; and
- Force majeure or external influences that are not contractually stipulated or use outside of the normally assumed use.

If products or components are deficient that were not manufactured by SAUTER, SAUTER can free itself from any warranty by transferring its own warranty claims on the supplier to the Customer.

The warranty provided by SAUTER lapses if the agreed payment conditions are not fulfilled or if the Customer made changes or repairs to delivered products, or had these made, without permission from SAUTER.

All warranties of any kind that go beyond the scope described above are excluded.

## 11. Programs (software)

### 11.1 Definition

In the context of these GCSS, software programs are defined as specific computer programs consisting of a series of machine-readable instructions that SAUTER makes available to the customer to operate a product supplied by SAUTER or the contractually designated plant - such as a control centre - in exchange for a contractually-agreed fee.

### 11.2 Right of use

By paying the contractually-agreed fee the customer gains the non-exclusive and non-transferable right to use the contractually-specified software programs exclusively for the product supplied or for the designated plant (e.g. control centre).

In the context of these conditions, “use” means: To install and store the software programs in machine-readable form in a device to execute the instructions contained in the programs for the agreed purpose.

### 11.3 Copyright

The copyright on the software programs and the property rights on the data carriers provided shall rest with SAUTER. The Customer is not entitled to sell, pledge or make available to third parties the programs, copies of the programs or any parts of the programs, or to decode, change or publish the program code.

### 11.4 Warranty

Subject to the stipulations of other written agreements SAUTER warrants in the meaning described below that the supplied software programs will meet the specifications described by SAUTER as long as the programs are used in accordance with the instructions defined in the SAUTER documentation.

The warranty period is for 1 year as of the date of invoice. In the event of faults occurring in a valid version of the program, SAUTER shall provide the Customer either with information on how to rectify the fault, for instance in the form of a description on how to remedy the fault, or with a new version of the program (release). In the event that a new release is provided, the warranty period shall not start afresh.

This is on condition that the fault can be reproduced and that it occurs in the latest release provided to the Customer by SAUTER and that the Customer supplies SAUTER with all the documentation and information necessary for rectifying the fault within the one-year warranty period.

SAUTER does not warrant that the software programs can be operated without interruption or error in every combination requested by the Customer or in conjunction with all data, components and programs provided by it, nor that the correction of a program error excludes the occurrence of other errors.

The warranty shall become invalid if the Customer fails to comply with dialogue instructions issued by SAUTER or if the occurrence of errors is due to improper or prohibited installation,

modification or use by the Customer (including its helpers, sub-contractors or external service providers) or due to extrinsic causes.

All warranties of any kind that go beyond the scope described above are excluded.

## 12. Connected Products and Related Services

Some products contain modules or functions that continuously generate technical data as well as status data (hereinafter referred to as "Product Data"), which are accessible via an interface on the device or online. Which products are affected and further information can be found here [https://sauter.swiss/cpi]. Further details on the interface are contained in the product documentation in its currently valid version. SAUTER may change the interface from time to time.

Some of the products can only be used in conjunction with a digital service, such as a software or another application (because its absence would prevent the product from performing one or more of its functions), or they are updated, supplemented, or adapted via such a digital service (hereinafter referred to as "Related Services"). During the provision of Related Services, data about user actions or events related to the product may be generated (hereinafter referred to as "Related Service Data"). Information on which Related Services SAUTER provides, and further details can be found here [https://sauter.swiss/RSI].

SAUTER and the third parties engaged by it (e.g. service partners) may use this Product Data and Related Service Data to provide their contractual services.

In the event that the Customer has not already done so, by making the purchase or by agreeing to a contract about the use of a Related Service, they consent to SAUTER (and its affiliated companies) using the Product Data and Related Service Data free of charge and for any of its own purposes, in particular for statistical purposes, research purposes, for the improvement, provision and development of products and services and for maintenance work (i.e. also to third parties) as well as for the training of models, as long as the data that allows identification of the Customer or natural persons is treated confidentially and any personal data is anonymized or pseudonymized as soon as the purpose allows. Where this comprehensive and permanent consent, to the extent permissible, shall not apply to certain data categories, the Customer shall notify SAUTER of this in writing; this revocation only has effect for future data collected by SAUTER and does not affect the use in connection with the performance of the contract. The Customer undertakes to also obtain a corresponding consent from any subsequent buyers or other users of the product or the Related Service in favor of SAUTER and to pass this clause on to them before letting them use the product or the Related Service or selling it to them. This provision shall also apply beyond the term of this contract.

SAUTER's access to and use of data is governed by SGR-AA-45-12_E_Data Holder and User Agreement [sauter.swiss/dhua_e].

## 13. Liability and claims

### 13.1 General

The claims that the Customer can derive from delivery delays and deficiencies are fully laid down in these GCSS. Any further warranty and contractual and non-contractual liability on the part of SAUTER for damages suffered by the Customer on account of deficiencies or the infringement of contractual or non-contractual duties is excluded to the extent permissible by law. SAUTER’s liability is excluded in particular for: the cost of installing and removing defective devices; the cost of shipping replacement parts; loss of profit; consequential damage; consequential damage caused by the defect; damage caused by delay; damage arising from poor or non-fulfilment of the Customer’s contractual obligations towards its customers; third party claims etc.

SAUTER shall bear no responsibility whatsoever for damage caused by improper handling, storage, fitting or use of SAUTER products or software programs by the Customer or third parties or by strikes, acts of nature or similar cases of force majeure.

Furthermore, claims for damages arising in connection with advice and support provided by SAUTER during planning activities or the design, development and introduction of software programs are excluded. This does not include the services that form the subject of a

contract drawn up individually with the Customer, in which the extent of SAUTER's liability has been laid down exactly.

### 13.2 Customer obligations and safety precautions

The Customer undertakes to ensure reasonable technical and organisational measures in order to minimise the security risks associated with accessing SAUTER devices via the internet. This includes the following measures, in particular:

- The Customer must implement any security updates, patches, and recommendations provided without delay and in a professional manner.
- The connection of automation stations to the internet must always be secured via firewalls.
- Software updates must be carried out promptly.
- SAUTER products must not be operated with factory-set passwords.
- The Customer must select a suitable password at commissioning, keep this confidential and change it at regular intervals.

SAUTER may from time to time recommend to the Customer additional measures to protect SAUTER devices from unauthorised access. The Customer recognises, however, that it is beyond SAUTER's scope of influence and responsibility to implement security measures to this effect. Consequently, SAUTER excludes all liability whatsoever for unauthorised access to SAUTER devices connected to the internet by third parties and any data loss or damage to the Customer's systems occurring as a direct or indirect result of this.

## 14. Force Majeure and Regulatory Obstacles to Service Provision

Force majeure, operational disruptions, strikes, or other obstacles beyond SAUTER's control - whether on the part of SAUTER or on the part of its suppliers - shall release SAUTER from its obligation to deliver for the duration of the disruption and its effects.

Force majeure, governmental measures and interventions, in particular orders and requirements under security and KRITIS laws such as the KRITIS Framework Act (Germany), the BSI Act (Germany), or the NIS 2 Directive, the Information Security Act (ISG) (Switzerland), and the Cybersecurity Ordinance (Switzerland), cyberattacks and IT security incidents affecting control, IT, or OT networks despite appropriate protective measures, pandemics or epidemics, strikes, lockouts, operational or transportation disruptions, shortages of energy or raw materials, embargoes, as well as delays through no fault of SAUTER's own, non-deliveries, or failures on the part of upstream suppliers, or other unforeseeable obstacles to performance for which SAUTER is not responsible, shall release SAUTER from its obligation to perform for the duration of the disruption and to the extent of its effects.

An unforeseeable significant intensification, escalation, or expansion of crisis situations, conflicts, trade restrictions, shortages, or regulatory requirements, which, although they already existed in principle at the time the contract was concluded, had effects on the performance of the contract that could not have been foreseen, shall also be considered an event of force majeure.

SAUTER will immediately notify the Customer in writing of the occurrence, the expected duration, and the end of any such impediment. Performance deadlines and delivery dates shall be automatically extended by the duration of the impediment plus a reasonable restart period. For the duration of the impediment, the Customer's claims for damages, consequences of default, and contractual penalties are excluded, unless SAUTER is found to have acted with intent or gross negligence.

If the disruption continues uninterrupted for more than 90 days (or more than 60 days in the case of ongoing service, maintenance, or repair contracts), both parties are entitled to withdraw from or terminate the contract in whole or in part by providing written notice with 14 days' advance notice. In the event of termination of the contract, SAUTER is entitled to full payment for all services rendered up to that point, as well as reimbursement of verifiable upfront costs, non-cancelable purchase obligations, and costs for custom or special-order products already in production.

## 15. Cybersecurity and support

The provisions of this Section 15 apply exclusively to products supplied by SAUTER that qualify as products with digital elements within the meaning of Regulation (EU) 2024/2847 (Cyber Resilience Act, hereinafter “CRA”), i.e., hardware and software products (including firmware and digital services) whose intended function or reasonably foreseeable use involves a direct or indirect data connection to a device or network (hereinafter referred to as “products with digital elements”). SAUTER does not provide cybersecurity support for purely mechanical, passive, or other products without digital elements as defined by the CRA. To the extent that products are not placed on the market within the scope of the CRA, or the Customer or the product is not subject to comparable mandatory legal cybersecurity requirements, there is no entitlement to cybersecurity support pursuant to this Section 15, unless such support has been expressly agreed to in writing.

Unless otherwise specified in the applicable product documentation (data sheet, link to product list with support duration), SAUTER provides cybersecurity support for products with digital elements for a period of at least five (5) years from the date the respective product with digital elements is placed on the market, or for a longer period if required by applicable mandatory law. Cybersecurity support means that, to the extent required by law and in accordance with the following provisions, SAUTER will investigate cybersecurity vulnerabilities that come to light during the applicable support period and provide appropriate measures to remedy them or mitigate the associated risks.

During the applicable support period, SAUTER will assess cybersecurity vulnerabilities affecting products with digital elements and, to the extent technically feasible and economically reasonable, provide one or more of the following measures: security updates, patches, risk mitigation recommendations, secure configuration guidelines, compensatory protective measures, recommendations for disabling affected features, recommendations for component replacement, cybersecurity advisories, user notifications, or documentation of residual risks. SAUTER shall select the appropriate measure at its sole discretion based on the nature of the vulnerability, the associated risk, and technical feasibility. Security updates and patches are provided exclusively for the currently active, officially supported software or firmware version branch. There is no obligation to backport security updates to discontinued or obsolete versions.

If the remediation of a vulnerability or a regulatory order under the CRA requires the physical replacement of products or components after the warranty period specified in Section 10 of these GCSS has expired, SAUTER will offer appropriate replacement products at the then-current list prices. The Customer has no right to receive replacement products or hardware upgrades free of charge after the warranty period has expired.

SAUTER’s support obligation is limited—subject to mandatory statutory provisions—to the mere provision of the measures specified in this Section 15. The physical installation and removal, assembly, wiring, configuration, as well as testing, installation of updates, data migrations, or interface adjustments are the sole responsibility of the Customer and are carried out at the Customer’s expense and risk. The operation of products or software programs on publicly accessible network interfaces or on the Internet is permitted exclusively with the most current version and patch status approved by SAUTER, in accordance with the intended use. The continued operation of outdated or unpatched versions on such interfaces is considered improper use and is at the Customer’s own risk. Section 13.2 of these GCSS applies without restriction to the Customer’s obligations regarding implementation as well as to the legal consequences of unsecured or non-intended operation; any warranty or liability on the part of SAUTER for resulting damages or security incidents is excluded to the extent permitted by law.

## 16. Returning products against credit

The Customer generally has no right to return products which have been supplied by SAUTER in compliance with the order. In exceptional cases only, products can be returned after conclusion of a written agreement, quoting SAUTER’s reference number for the original delivery.

It is not possible to return: special versions; third-party products (i.e. products not manufactured by SAUTER); technically outmoded products; products delivered more than 6 months previously; and products that have already been installed or used.

Only credit notes which may be offset against further orders placed by the Customer will be issued for returned products as follows:

- Max. 80% of the net invoice value if the products are still in their original condition, the packaging has not been opened and the delivery was made within the last 6 months.
- Max. 70% of the net invoice value if the products are still in their original condition but the packaging has been opened and the delivery was made within the last 6 months.

Credit notes cannot be paid out to the Customer in cash or by bank transfer.

**17. Disposal**

Products for which the warranty period has expired cannot be returned to SAUTER.

**18. Costs of cancellation**

The Customer is not entitled to cancel ordered products or services. Cancellations are possible only in exceptional cases after prior written agreement.

In such cases, the Customer will be charged for the costs incurred in processing the order, and for the cost of any services already provided.

**19. Documentation**

All diagrams, such as dimension drawings, schemes and specifications contained in SAUTER catalogues, manuals and price lists, are not binding and serve only as a guide. SAUTER reserves the right to adjust or change them at any time. The Customer is obligated to observe the information and instructions contained in the documentation provided in conjunction with software programs and with the instructions for storage, fitting, use, operation and maintenance provided for products.

**20. Services**

SAUTER's hardware and software prices do not include any costs for services such as engineering, commissioning and servicing. These services will be invoiced separately at the rates applicable at the time.

**21. Retention of title**

Until the purchase price is paid in full, the delivered products remain, insofar as permitted by law, the property of SAUTER.

**22. Applicable law and place of jurisdiction**

All legal relations between SAUTER and the Customer are subject to Swiss substantive law under the exclusion of state treaties, namely the United Nations convention on contracts for the international sale of goods dated 11 April 1980.

Basel, Switzerland, is the sole place of jurisdiction and fulfilment for the services and performance of both parties. However, SAUTER is entitled to assert its rights at the domicile of the Customer or before any other responsible authority, whereby the preceding choice of law shall remain valid. The statutory places of jurisdiction of Customers that utilise the products for personal or family use remain reserved.