

General Terms and Conditions

This English version is provided for information purposes only.

In the event of any discrepancies, the German version shall prevail.

1 General provisions and scope of application

These General Terms and Conditions (hereinafter referred to as "GTC") apply to all services and deliveries provided by Waterjet AG, with its registered office in Aarwangen (Canton of Bern).

Any deviating agreements between the parties or terms and conditions of the customer shall apply only if they have been agreed in writing and confirmed by both parties.

These GTC shall also apply to future agreements, even if they are not expressly referred to again.

2 Contract and scope of services

A contract shall be deemed concluded as soon as the customer has received an order confirmation from Waterjet AG. The order confirmation does not require signature by the customer. Any amendments or additions to contracts must be made in writing. Declarations in text form (e.g. by e-mail) shall be deemed written notices. The sender bears the responsibility of proving receipt of the declaration by the recipient.

The scope and execution of all services and deliveries shall be governed exclusively by the order confirmation and its specifications. Waterjet AG provides precise waterjet cutting services in accordance with customer specifications and technical drawings. The customer is responsible for the accuracy of the data provided (drawings, dimensions, material specifications, etc.).

Waterjet AG may either receive the required material supplied by the customer or procure it itself. In the latter case, material procurement shall be carried out by mutual agreement and in accordance with the customer's specifications. Alternatively, depending on the initial situation, material may also be sourced from Waterjet AG's own material stock.

Services or expenses not included in the offer or in the order confirmation but which become necessary during the execution of the order shall be charged additionally based on actual costs. The customer shall be informed thereof in advance.

Any additional material or time expenditure resulting from incomplete or incorrect customer data, as well as from subsequent changes, shall be borne by the customer. In such cases, Waterjet AG may adjust prices and delivery times accordingly.

3 Prices and payment terms

Unless otherwise agreed, the prices stated in the order confirmation issued by Waterjet AG shall apply. All prices are stated in Swiss francs (CHF) and are exclusive of value-added tax (VAT). VAT is shown separately on the invoice.

For larger orders, an advance payment may be required, generally amounting to 30% of the order value for orders of CHF 10,000 or more.

Invoices are payable within 30 days from the invoice date without deduction. After expiry of this period, the customer shall be in default without the need for a reminder and shall be charged default interest at a rate

of 5% per annum. In addition, Waterjet AG may charge reminder fees of CHF 20 per reminder.

In the event of late payment, Waterjet AG is entitled to suspend all deliveries and services without the customer being entitled to any compensation.

4 Execution and delivery

Delivery dates are generally non-binding unless they have been expressly agreed as binding. Delays resulting from technical issues, material shortages, force majeure or incomplete customer data do not entitle the customer to withdraw from the contract or to claim damages.

Risk and benefit shall pass upon handover of the processed parts to the carrier or to the customer collecting the goods. Unless otherwise agreed, delivery shall be made ex works (EXW Incoterms 2000).

Transport is at the customer's risk. Any transport insurance shall be arranged by the customer.

The transport costs and all related costs (such as customs duties, taxes, fees, insurance, etc.) shall be borne by the customer.

Title to the goods shall remain with Waterjet AG until full payment has been received.

5 Customer's duty to cooperate

The customer shall provide all required documents (drawings, CAD data, material specifications, tolerances, etc.) in a timely and complete manner.

If the material is supplied by the customer, the customer shall be responsible for its suitability and quality. Any damage or scrap resulting from material defects shall be borne by the customer.

Where material is supplied by the customer, Waterjet AG assumes no liability for material properties, surface quality or internal stresses in the material that may lead to deviations or damage during processing.

6 Warranty and liability

Waterjet AG warrants proper execution in accordance with the agreed specifications. The customer shall inspect the delivered parts immediately upon receipt and notify any defects in writing within five working days. If the customer fails to carry out a timely inspection or notification, the deliveries shall be deemed approved.

In the event of justified defects, Waterjet AG shall, at its own discretion, either remedy the defect or provide a replacement. Any further claims, in particular claims for consequential damages (such as production downtime, loss of profit, etc.), are excluded to the extent permitted by law.

Waterjet AG assumes no liability for customer-supplied material or for improper further processing. The liability of Waterjet AG for indirect or consequential damages, in particular in connection with the use of the delivered parts in medical devices, is excluded to the extent permitted by law.

The customer bears sole responsibility for the suitability of the delivered parts for the intended medical purpose.

7 Medical devices and regulatory obligations

If Waterjet AG carries out an order in which the manufactured parts are components of a medical device or are intended for such use, the regulatory and factual responsibility for compliance with all applicable legal requirements, in particular medical device legislation, lies exclusively with the customer.

Waterjet AG acts as a contract manufacturer according to customer specifications and assumes no responsibility for the intended purpose, classification, clinical evaluation or conformity assessment of the final product.

The customer undertakes to inform Waterjet AG in writing about the use of the parts in a medical device if special requirements apply, in particular with regard to traceability, material selection, biocompatibility or purity standards.

When manufacturing parts for medical devices, production and batch data are retained and can be documented at the customer's request. Liability for the completeness or accuracy of such data exists only insofar as this has been expressly agreed in writing.

Waterjet AG does not perform cleaning or sterile packaging. The delivered parts are technically clean but not sterile. Any further processing, cleaning or sterilisation is the responsibility of the customer.

8 Termination of the contract

If the performance of the contract is materially hindered or rendered impossible by unforeseen events (e.g. machine breakdowns, material shortages, force majeure), Waterjet AG may withdraw from the contract without any obligation to compensate the customer. In such cases, services already rendered shall be paid for by the customer.

9 Governing law and place of jurisdiction

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

The place of jurisdiction for all disputes shall be Aarwangen, Canton of Bern, Switzerland. Should any provision of these General Terms and Conditions be invalid or unenforceable, the validity of the remaining provisions shall remain unaffected.

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