

GTC – Business Customers and Institutions

General Agreements

Seller: Brytec AG, headquartered in Allschwil, Ringstrasse 13, CH-4123 Allschwil, registered in the commercial register of the canton of Basel-Landschaft under number CH-280.3.008.369-4, VAT number CHE-112.227.290 (hereinafter referred to as "Brytec") or **Brytec GmbH**, based in Salzburg, Viertelgasse 5, AT-5020 Salzburg, registered in the commercial register of Salzburg under FN 264673 a, VAT number ATU61810507, **DUNS** number 30-134-1611 (also referred to as "Brytec").

1. General Terms and Conditions for Contracts with Businesses, Legal Entities under Public Law, or Public Law Special Funds

1.1. For all contracts concluded between the customer and Brytec, the following General Terms and Conditions shall apply. These may only be amended by written agreement between an authorized Brytec employee and the customer. The General Terms and Conditions (T&Cs) are available at www.brytec.com.

Brytec's business activities are limited to Switzerland and the territory of the EU as well as large parts of Europe. Ordered goods are delivered exclusively within the EU, Switzerland, and large parts of Europe.

1.2. General terms and conditions proposed by the customer that conflict with or deviate from these T&Cs will not be accepted unless Brytec explicitly agrees to them in writing. Such terms are not part of the purchase agreement between Brytec and the customer, even if Brytec does not explicitly object to them. General terms used by the customer, particularly pre-formulated terms or shortened T&Cs, will only be valid if explicitly accepted by Brytec. For ongoing business relationships, conditions that have not been expressly accepted by Brytec in each individual case shall not be deemed agreed.

1.3. If the customer remains in an ongoing business relationship with Brytec, acceptance of these T&Cs shall also apply to all subsequent contracts – including those concluded by registration as a Brytec customer or by placing an order and its acceptance – unless a separate agreement has been made with Brytec for a specific order regarding the terms of order processing. In the event of any changes to the T&Cs, Brytec will inform customers before accepting a new order. Acceptance of the modified T&Cs applies to all future contracts once confirmed. .

1.4. The German version of the GTC is legally binding.
All other translations are for informational purposes only.

2. Prices

2.1. For customers purchasing from the EU or Great Britain, prices apply only in EUR as listed. All prices are understood as excluding VAT, and delivery is always made under the Incoterms: ex Works.

2.2. In case of advance payments for the purchase of certain goods, the prices stated on the pro forma invoice apply. The prices listed on the pro forma invoice are valid only until the final day of the payment deadline specified on the invoice.

Seller:

Brytec AG, Ringstrasse 13, CH-4123 Allschwil, Switzerland, registered in the Commercial Register of the Canton of Basel-Landschaft under number CH-280.3.008.369-4, VAT number CHE-112.227.290 (hereinafter referred to as "Brytec") or

Brytec GmbH, Viertelgasse 5, AT-5020 Salzburg, registered in the Commercial Register of Salzburg under FN 264673 a, VAT number ATU61810507, DUNS number 30-134-1611 (hereinafter also referred to as "Brytec").

2.3. If there are reasonable doubts about the customer's solvency or creditworthiness (e.g., suspension of payment), Brytec may make delivery contingent upon prepayment or prior provision of security. Brytec may also withdraw from the contract in whole or in part and demand repayment for partial services rendered if the customer does not provide security or fulfill obligations within a reasonable deadline after being requested to do so.

2.4. In the event of insolvency, payment default, or asset deterioration, Brytec is entitled to terminate all active contracts with immediate effect for just cause.

3. Retention of Title

3.1. The delivered goods remain the property of Brytec until all payment obligations from the purchase contract have been fulfilled by the customer.

3.2. If goods are exchanged under warranty, ownership of the initially delivered goods transfers back to Brytec, and the replacement goods become the customer's property—or vice versa, depending on the nature of the transaction. The return shipment to Brytec must be made properly, or the customer receives the exchange delivery from Brytec.

3.3. The customer is permitted to resell the goods delivered by Brytec in the ordinary course of business. The customer hereby assigns all claims against their own customers or third parties arising from the resale up to the invoice amount owed to Brytec.

4. Offers and Conclusion of Contract

4.1. All information about products is exclusively an invitation to make an offer and does not constitute a legally binding offer.

4.2. Inquiries and orders placed with Brytec can be made by phone, mail, email, or via the online form at www.brytec.com.

4.3. If an inquiry or order is submitted via the online form at www.brytec.com, the customer is redirected to a webpage confirming receipt (e.g., "Thank you for your inquiry"). However, this confirmation does not constitute acceptance of the offer. Acceptance of the inquiry or order by Brytec is communicated separately in writing.

4.4. All information relating to the customer's order will be sent to the email address provided by the customer.

4.5. Failure to respond to an inquiry or order by Brytec does not constitute implicit acceptance.

4.6. A contract is only concluded when the ordered goods are sent to the address specified by the customer. Seller: Brytec AG GmbH with registered office in Allschwil, Ringstrasse 13, CH-4123 Allschwil, registered in the commercial register of the Canton of Baselland under the number CH-280.3.008.369-4, tax number CHE-112.227. 290, (hereinafter referred to as "Brytec") or Brytec GmbH with registered office in Salzburg, Vierthalerstrasse 5, AT-5020 Salzburg, registered in the Salzburg company register under number FN 264673 a, tax number ATU61810507, DUNS number 30-134-1611 (hereinafter referred to as "Brytec")

4.7. The delivery of ordered goods can also be scheduled for future dates.

4.8. Verbal promises made by Brytec, its employees or sales representatives prior to the conclusion of the contract are not legally binding and are replaced by the written contract, unless otherwise agreed. Insofar as Brytec, its employees or commercial agents make additions or amendments to the contract after conclusion of the contract, these must be made in writing to be effective. Verbal declarations by persons who are fully authorized to represent Brytec remain unaffected by the above provision.

4.9. Depending on the nature of the customer's order - the quantity of goods, the purchase price of the goods, the transport costs, the distance, etc. - Brytec is always entitled to request additional confirmation (authorization) of the order from the customer. This must be done in the appropriate form, e.g. in writing or by telephone. If the customer does not provide this additional confirmation (authorization) in the required manner and within the period specified by Brytec, Brytec will be entitled to refuse to execute the order. (missing confirmation of technical data sheets)

4.10. Brytec's performance obligation is strictly limited to its duties as the seller under the purchase agreement. The customer may submit an inquiry or place an order without creating an account.

5. Delivery of Goods / Shipping Costs

5.1. Customers from countries of the European Union are required to provide a valid EU VAT identification number in order to make purchases with a 0% VAT rate. The customer may be charged VAT for goods and services if no valid EU VAT number is provided to Brytec on the contract date or if the number is no longer valid at that time.

5.2. The product catalog accessible on Brytec's website functions as a product directory. However, Brytec does not guarantee that all goods listed online are actually in stock. Availability may be limited due to customer inquiries or current stock levels.

5.3. Shipping costs are borne by the customer unless otherwise agreed in a separate contract between the customer and Brytec.

5.4. Shipping costs are added to the order and charged together with the first delivery. Delivery from a previous order is possible upon customer request. Additional items ordered later are treated as a new order and incur separate shipping charges.

5.5. Shipping costs depend on the weight of the packages, dimensions, destination country, selected shipping company/carrier, and payment terms.

5.6. Delivery times listed in offers are estimates. The definitive delivery date is specified in the order confirmation.

5.7. Brytec decides which transport company or courier service to use unless otherwise agreed in an individually negotiated contract with the customer.

5.8. If not otherwise agreed, the place of delivery is the location specified in the order confirmation.

5.9. It is not possible to collect the goods from Brytec's registered office. It is also not possible to make payment in cash at Brytec's registered office.

5.10. Brytec reserves the right to reject orders or postpone order fulfillment or shipment of goods if the customer is in arrears with payments or if a financial situation is foreseeable that could cause issues with fulfillment or payment.

5.11. The customer is obliged to inspect the delivery and packaging immediately upon receipt for any visible mechanical damage. It must also be verified whether the goods deviate from the expected characteristics and whether the correct items have been delivered. If damage appears to have occurred during transportation, the inspection must take place in the presence of the carrier, and a written report describing the damage must be completed. This report must be signed by the carrier. Only such a protocol serves as the basis for any damage claims.

5.12. Regarding the shipping of goods, the following applies (Transfer of Risk):
If shipment is delayed at the customer's request, the risk transfers to the customer once notice of readiness for shipment has been given. Any warranty claims from the customer require that the customer, if a merchant, has fulfilled their legal obligations of inspection and notification of defects. The customer must notify Brytec of any defects without undue delay, no later than one week after receiving the delivery. If defects are not immediately detectable, they must be reported in writing to Brytec within 7 days of discovery.

6. Sales Confirmation Document

6.1. Brytec issues a sales confirmation document for every completed transaction.

7. Currency

7.1. Invoices for customers are always issued in EUR or CHF.

8. Zahlungsbedingungen

8.1. The following payment method is accepted by Brytec: bank transfer.

8.2. Granting a deferral of a payment due date requires the approval of Brytec's accounting department. This may depend on the submission of additional documents or the conclusion of an additional agreement with Brytec.

8.3. In the event of late payment by the customer, Brytec is entitled to charge default interest.

8.4. All bank charges related to the transfer are to be borne by the customer.

9. Quality and Warranty

9.1. The goods sold by our company are of high quality. The method of transport, storage, and packaging ensures protection against both mechanical and electrical damage.

9.2. The products comply with RoHS guidelines.

10. Warranty / Statute of Limitations

10.1. If the delivered goods show quality defects or the customer service does not meet your expectations, please notify us of such issues promptly and in writing to our sales department: sales@brytec.ch

10.2. The customer may submit complaints in the following ways:
by mail, email, or via the contact form on www.brytec.com.

A complaint must include a precise description of the reason for the complaint, a copy of the sales confirmation, and the preferred method of complaint handling.

Brytec reserves the right to choose between rectification, replacement delivery, or refund of the purchase price paid by the customer.

10.3. The return of defective or wrongly delivered goods is only permitted with prior approval by a Brytec employee and only at the customer's expense. Returns of unpaid parcels will not be accepted, and the customer will bear any additional costs. The Brytec employee may propose pick-up by a specified transport company or courier in specific cases. The goods must be returned in complete condition, including all accessories such as cables, manuals, detachable parts, or other items.

10.4. A reason for returning goods may exist if the delivered goods significantly deviate from parameters described in the Brytec catalog.

10.5. After receiving a complaint and the relevant goods (if Brytec determines that return of the goods is necessary), the complaint will be reviewed to determine whether it is justified. If the complaint is found to be valid, Brytec will, at its discretion, either refund the amount or provide a replacement. Offsetting against other claims or delivery of replacement items is possible.

10.6. Complaints regarding delivery defects must be made within 7 days of receiving the goods.

Warranty claims and statute of limitations for claims against Brytec are limited to one year, unless intentional misconduct or gross negligence can be proven.

10.7. Other contractual claims of the customer due to breach of duty also expire within one year after delivery. This also applies to warranty claims unless Brytec has expressly granted a longer warranty.

11. Liability

11.1. To the extent permitted by law, Brytec's liability for the delivery of defective goods is limited to the replacement of the goods or the refund of the purchase price paid.

11.2. The companies of the Brytec group assume no liability for damages resulting from non-compliance by the supplier, delivery of products with parameters other than those listed in the catalog or online catalog, failure to deliver the product, or changes in prices. In particular, Brytec shall not be liable for production interruptions, loss of profit, or indirect damages caused by the delivery of incorrect goods at a specific time. These limitations do not apply if the delivery of a specific product was contractually agreed between Brytec and the customer and the delivery terms and consequences of non-fulfillment were clearly defined.

11.3. Brytec accepts no liability for consequences arising from improper use of the delivered goods. Furthermore, Brytec assumes no liability for the lawful use of goods purchased from Brytec.

11.4. Brytec assumes no liability for printing errors in the catalog or errors in documents made available online.

11.5. Brytec reserves the right to deliver products with different parameters than those listed in the catalog. The customer is responsible for checking upon delivery that the characteristics of the goods meet their requirements. The parameters and descriptions in the catalog serve only as guidance and do not constitute grounds for damage claims. The customer is responsible for the correct use and application of the products.

11.6. Brytec shall be liable for damages resulting from breaches of duty, delay, impossibility, or unlawful acts as well as other legal grounds (excluding pre-contractual obligations) only in cases of intent or gross negligence.

11.7. Liability under the Product Liability Act remains unaffected.

11.8. The above provisions represent the full scope of liability of Brytec, its management, and employees.

12. Force Majeure

12.1. Brytec shall not be liable for the full or partial non-performance of contractual obligations if such non-performance is due to external circumstances referred to as "force majeure" over which Brytec has no control. "Force majeure" refers to all unforeseeable events not caused by Brytec that occur after the conclusion of the contract, including war, riots, catastrophes, floods, transport disruptions, and strikes.

13. Miscellaneous

13.1. The reproduction of any information and technical specifications contained in the catalog or on the website, or otherwise made available by Brytec, requires prior written consent from Brytec.

13.2. The legal relationship between Brytec and its customers is governed exclusively by Swiss law. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded. The exclusive place of jurisdiction is Arlesheim or another court location designated by Brytec.

13.3. The customer may not assign any rights or claims arising from contracts concluded with Brytec or transfer any of their obligations to third parties without prior written consent from Brytec. The customer shall have no right to offset or withhold payments unless otherwise agreed.

13.4. Should any provision of this contract be or become invalid or unenforceable, the remaining provisions shall remain unaffected. The invalid or unenforceable provision shall be replaced or supplemented by a valid provision that reflects as closely as possible the original intent of the parties. If no agreement can be reached, the statutory provision shall apply in place of the invalid one.

13.5. The customer acknowledges that the goods sold by Brytec, unless otherwise guaranteed by the manufacturer of a particular product, shall not be liable for any use of the goods sold for which they are not designed and intended, which may lead to defects and/or situations dangerous to health and/or life and/or disasters involving damage to property.

13.6. The customer undertakes to comply with the customs, import, and export regulations of the country to which the goods purchased from Brytec are to be delivered. This includes obtaining all necessary permits or licenses for the sale, export, re-export, or import of goods from the country of origin, provided that such permits are required by applicable laws in those countries and to comply with their customs regulations.

13.7. The customer acknowledges that the laws of certain countries and international organizations may restrict trade in certain goods and associated technologies and documentation with specific countries, organizations, or individuals.

13.8. The customer undertakes to comply with all official documents, in particular laws, regulations, orders, and decisions as well as resulting sanctions related to goods acquired from Brytec (collectively referred to as "Export Regulations"), including but not limited to: the U.S. Export Administration Regulations; the U.S. International Traffic in Arms Regulations; economic sanction laws and regulations, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury; the export control and sanctions regulations of the European Union; and the sanctions policy of the United Nations; as well as any relevant laws enacted in accordance with the above and all applicable economic sanctions, export control, or import control laws.

13.9. The customer declares that the goods will only be used for civilian purposes and not for unauthorized military end uses as defined by the Export Regulations; that the goods will not be made available to sanctioned end users, persons, or entities as prohibited by the Export Regulations; and that the goods will not be used in connection with any prohibited end use such as (but not limited to) the design, development, or production of nuclear, missile, chemical, or biological weapons or for use in the development or maintenance of so-called supercomputers. The customer also confirms that the goods will not be made available to persons or entities listed on the U.S. Specially Designated Nationals List, Denied Persons List, Entity List, or equivalent EU sanctions lists.

13.10 The customer will not knowingly re-export, resell, transfer, or otherwise make the goods available to third parties if such actions would contradict the provisions set forth in clause 13.

13.11. The use of the website www.brytec.com is only possible if the user's system meets the following minimum requirements:

- a) The system has a current browser version; and
- b) Cookies and JavaScript are enabled.

14. Data Protection

14.1. Your personal data is or will be stored in our IT system to enable quick and error-free processing. The handling of the data provided will be in accordance with the applicable legal provisions.

14.2. For the purpose of credit checks, we may obtain information from a database operated by a company specialized in credit assessments, including address and creditworthiness data relating to you. These assessments are based on mathematical-statistical methods.

14.3. By agreeing to these Terms and Conditions, the customer consents to the processing of their personal data by Brytec for the purpose of fulfilling purchase contracts for the ordered goods. No transfer of personal data to third parties will take place except in the cases specified under clause 14.4. If you do not agree to this, simply send us a brief informal message to: info@brytec.com

14.4. The data provided by the customer during registration or when submitting an inquiry or order will be used within the scope of the services provided by Brytec.

14.5. The website uses so-called cookies in some areas. Cookies are used to make our offerings more user-friendly, efficient, and secure. Cookies do not cause any damage to your device and do not contain viruses. Cookies are small text files stored on your device and saved by your browser.

Most of the cookies we use are so-called “session cookies,” which are automatically deleted after your visit. Other cookies remain stored on your device until you delete them. These cookies allow us to recognize your browser on your next visit.

You can configure your browser so that you are informed when cookies are set, allow cookies only in individual cases, block cookies in certain cases or in general, and activate the automatic deletion of cookies when the browser is closed. Disabling cookies may limit the functionality of this website.

14.6. The provider of the pages automatically collects and stores information in so-called server log files, which your browser automatically transmits to us. These include:

- Browser type and version
- Operating system used
- Referrer URL
- Host name of the accessing computer
- Time of the server request

These data cannot be assigned to specific individuals. This data will not be merged with other data sources. We reserve the right to check this data retrospectively if we become aware of specific indications of unlawful use.

14.7. This website uses Google Analytics, a web analytics service provided by Google Inc. ("Google"). Google Analytics uses so-called "cookies," text files that are stored on your computer and that enable an analysis of your use of the website. The information generated by the cookie about your use of this website is generally transmitted to and stored on a Google server in the USA.

On this website, IP anonymization has been activated, so that your IP address is shortened by Google within member states of the European Union or in other states that are parties to the Agreement on the European Economic Area before transmission. Only in exceptional cases will the full IP address be transmitted to a Google server in the USA and shortened there. Google will use this information on behalf of the operator of this website to evaluate your use of the website, to compile reports on website activity, and to provide other services related to website usage and internet usage to the website operator.

The IP address transmitted by your browser as part of Google Analytics will not be merged with other Google data. More information on how user data is handled by Google Analytics can be found in Google's privacy policy:

<https://support.google.com/analytics/answer/6004245?hl=en>

You can prevent the storage of cookies by selecting the appropriate settings in your browser; however, please note that in this case you may not be able to use all the features of this website to their full extent.

You can also prevent the collection of the data generated by the cookie and related to your use of the website (including your IP address) by Google and the processing of this data by Google by downloading and installing the browser plugin available under the following link:

<https://tools.google.com/dlpage/gaoptout?hl=en>

This website may use the product Google Maps from Google Inc.

By using this website, you consent to the collection, processing, and use of the data automatically collected by Google Inc., its representatives, and third parties.

The terms of use for Google Maps can be found at:

["Google Maps Terms of Use"](#)

Final Provisions

15. The legal relationship between Brytec and the customer, as well as the respective terms and conditions, shall be governed by Swiss or Austrian law.

16. Brytec reserves the right to amend the present terms and conditions. The obligation to provide information regarding changes to the applicable terms and conditions is fulfilled by publishing the new version on the Brytec website: www.brytec.com.

17. The above-mentioned terms and conditions apply from January 1, 2025, until their amendment is published on the website www.brytec.com, in official business documentation and Brytec offers.

Brytec AG, headquartered in Allschwil, Ringstrasse 13, CH-4123 Allschwil

Brytec GmbH, headquartered in Salzburg, Viertelalterstrasse 5, 5020 Salzburg

Note:

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