

General terms and conditions

(As of 31.01.2026)

1. Scope and Applicability of the General Terms and Conditions

1.1 These General Terms and Conditions (the "GTCs") of the Absolut Group ("Absolut"), comprising Absolut Distribution AG and Absolut Service AG, apply to all Services, Products and Deliveries that Absolut offers, provides or distributes. The GTCs apply to the following Sales Channels:

- a) Direct Sales/Project Business: orders, quotations, order confirmations and individual agreements outside the Online Shop;
- b) Online Shop: orders with a delivery address in Switzerland or Liechtenstein (Ziff. 3.2, delivery only to Switzerland and Liechtenstein)

Absolut may amend these GTCs at any time. **The version in force at the time the Contract is concluded is decisive and applicable.** The current and binding version of the GTCs is published on Absolut's website at all times and replaces earlier versions without further notice.

1.2 A Contract is concluded as soon as (i) an Individual Agreement is signed or (ii) an Order Confirmation is received by the Customer. If Absolut corrects prices published in the Online Shop, Absolut's Order Confirmation constitutes an offer. The Contract is only formed if the Customer confirms the order at the revised prices by replying to the reply-to address stated in the Order Confirmation e-mail. **These GTCs form an integral part of every Contract. The Customer is deemed to accept them upon conclusion of the Contract and, in any event, upon accepting the Delivery or Service.**

Orders are binding on the customer. Absolut may, at its sole discretion, accept subsequent changes or cancellations and charge a handling fee of 20% of the cancelled order value, but at least CHF 60.00, as well as any loss in value of the cancelled product since the order was placed.

1.3. Absolut does not accept any terms of the contracting party (the "Customer") that conflict with or deviate from these GTCs, unless Absolut has expressly agreed to their validity in writing. Any amendments, supplements, arrangements or side agreements are only valid if made in writing. This also applies to any change to this written-form requirement.

2. Scope of Contract and Services

2.1 **Information on the website, in the Online Shop, in brochures, catalogues, technical documents and other pre-contractual information is non-binding.** It does not constitute a binding offer or quotation.

2.2 **The scope and modalities of the Services are governed by (i) the Individual Agreement and (ii) on a subsidiary basis, the written Order Confirmation.** Once the parties enter into a written Contract or Absolut issues an Order Confirmation, all previous express or implied agreements, assurances or offers are fully cancelled and replaced. All claims arising from the contractual relationship are governed exclusively by the Individual Agreement, and subsidiarily by the Order Confirmation, as well as by these GTCs.

3. Delivery and Services

- 3.1 Delivery dates and project deadlines are indicative only, unless Absolut expressly confirms them in writing as binding. Any delivery dates stated are based on information from the supply source and are given without warranty.** If delivery or performance with regard to delivery and project dates guaranteed in writing is delayed, the Customer must send Absolut a written reminder and grant a reasonable time limit for subsequent performance. The Customer may withdraw only if, after the time limit for subsequent performance expires unused, a material breach of Contract remains and Absolut is at fault, and only if Absolut can also cancel any order already placed with the supplier or manufacturer due to the late delivery. If the delay affects only certain Deliveries or parts of them, the right of withdrawal applies only to the affected partial Delivery. After commencement of installation work or other agreed services, withdrawal due to delay is only possible if, after a written reminder from the customer and expiration of a reasonable time period for subsequent performance, the service provision continues to be significantly delayed for reasons for which Absolut is responsible; mandatory law remains reserved. To the extent permitted by law, all other rights and claims of the Customer due to late delivery or late performance are excluded. In particular, the Customer may not claim any compensation for damage or consequential losses for late Deliveries or Services.
- 3.2 Information on availability and delivery times in the Online Shop is given without warranty.** For orders placed via the Online Shop, Absolut will inform the Customer of a provisional delivery date together with the Order Confirmation. **The Online Shop offer is aimed exclusively at Customers with their registered office in Switzerland or Liechtenstein. Deliveries for Online Shop orders are made only to addresses in Switzerland or Liechtenstein** that are accessible by lorry. Delivery is made to the front door. Absolut is not liable for delivery delays caused by suppliers or freight forwarders.
- 3.3 Unless the parties agree otherwise in writing, Deliveries, including any returns, are made at the Customer's expense and risk.** Absolut may make partial Deliveries and partial performance and invoice them accordingly. The unit prices stated in the Order Confirmation apply. If the Order Confirmation does not state unit prices, Absolut may invoice partial Deliveries in proportion to list prices. Partial Deliveries do not give the Customer any further rights, in particular no rights of withdrawal.
- 3.4** If the Customer does not accept the ordered Products at the agreed or notified delivery place and time, Absolut may invoice the delivery and interim storage costs incurred.
- 3.5 The Customer must inspect Deliveries immediately upon receipt for completeness and for compliance with the delivery documents and the Customer's order.** For freight deliveries, the Customer must note any irregularities or transport damage on the delivery documents. **The Customer must notify Absolut in writing without delay of any wrong delivery, defects or complaints of any kind. If the Customer fails to notify Absolut within 10 calendar days after receipt of the Product, the Customer is deemed to have approved the Delivery as compliant with the Contract.** In the event of transport damage, wrong delivery or incomplete delivery, the Customer must not put the Product into operation. The Customer must store it as received, in the original packaging, and follow Absolut's instructions. Any return of a Delivery requires Absolut's prior consent in all cases.

4. Preparatory Measures and Acceptance

- 4.1 If Absolut installs the Deliveries, the Customer must provide the relevant premises and access in good time in accordance with Absolut's instructions. The Customer must also, at its own cost, equip the premises in advance with all technical facilities required to operate the Deliveries (e.g. power supply, air conditioning, etc.). If installation is delayed because the Customer breaches this obligation, the delivery period is extended accordingly and the price agreed in the Individual Agreement becomes due for payment immediately and in full. In this case, Absolut may invoice the additional work and any extra costs to the Customer.
- 4.2 The parties will accept installation work and other Services immediately after completion. Each party will have a representative present. The parties will prepare a written acceptance report. Defects that do not materially impair functionality do not entitle the Customer to refuse acceptance. If the Customer does not attend the acceptance despite being requested to do so, acceptance is deemed to have taken place.

5. Warranty and Liability for Defects

- 5.1 Absolut warrants that, upon handover, the Deliveries and Services comply with the specifications agreed in writing. Absolut does not warrant uninterrupted operational readiness.
- 5.2 **The warranty period is 24 months. It starts on the day the Customer receives the Delivery or the day Absolut completes the Service (see Clauses 3.5 and 4.2).** The warranty and all related rights of the Customer lapse if the defect results from improper use, incorrect operation, interventions by the Customer or third parties, or circumstances for which Absolut is not responsible. Wear parts, in particular batteries, rechargeable batteries, power supplies, adapters and light sources, are excluded from warranty and guarantee. For software, the warranty covers only material, reproducible defects that materially impair the basic function agreed in the Contract at the time of provision. Absolut does not assume any further or ongoing warranty.
- 5.3 Discounted Products marked in the Online Shop as "Demo Product", "Refurbished", "Test Device", "Repair" or "Display Product" are used and refurbished Products and/or Products that may have minor cosmetic defects. Absolut excludes any guarantee and warranty for the cosmetic defects described in the item details. Otherwise, the warranty period for this Product category is one year from delivery. The Customer acknowledges that it purchases a used electronic Product that could contain personal data of the previous owner/user. Absolut excludes any liability in this respect.
- 5.4 **The Customer must inspect Deliveries and Services without delay after receipt. The Customer must notify Absolut in writing of any defects without delay, but in any event within 10 calendar days after receipt of the Delivery or Service. For hidden defects, the Customer must notify Absolut in writing within 10 calendar days after discovering the defect or after the defect could have been discovered.** If the Customer fails to comply with the inspection and notice obligations set out above and within the prescribed time limits, the Deliveries and Services are deemed approved and compliant with the Contract. All warranty and compensation claims lapse.

- 5.5 If the Customer gives notice of defects in time, in particular due to the absence of contractually warranted characteristics or demonstrably due to poor material, faulty design or defective workmanship, Absolut will meet its warranty obligations at its discretion by:

- **Repair/Amendment; or**
- **Replacement delivery**
- **Credit at the daily price rate**

To the extent permitted by law, any further warranty claims, in particular reduction in the price, rescission or withdrawal.

- 5.6 **If Products and Services originate from manufacturers and sub-suppliers, any warranty claims of the Customer are limited to the scope of the manufacturer's/sub-supplier's guarantee and warranty.** The Customer confirms that it has informed itself about the relevant guarantee and warranty provisions before concluding the Contract. **If the manufacturer/sub-supplier refuses a guarantee or warranty service, this does not create any performance obligation for Absolut.**

If the applicable guarantee and warranty provisions provide for a warranty period longer than 24 months under Clause 5.2, Absolut will provide a guarantee to the extent and until expiry of the warranty period provided by the manufacturers or sub-suppliers.

Absolut may, on behalf of the respective manufacturer, fulfil any warranty and guarantee claims either by:

- Repair free of charge;
- Replacement delivery
- Credit at the daily price rate

- 5.7 Absolut is liable for breaches of any ancillary contractual obligations arising from a Delivery (e.g. defective advice and the like) only in cases of wilful misconduct or gross negligence.

- 5.8 To the extent permitted by law, Absolut excludes liability for indirect, consequential or special losses, such as loss of profit, data loss, restoration of destroyed data, third-party claims, or losses arising from the Customer's non-performance of contractual obligations.

If the Customer hands over a data carrier or a Product containing a data storage device to Absolut, the Customer must expect complete data loss in any case. The Customer is responsible for proper data backups and for protecting its data. Absolut assumes no liability for any data loss.

- 5.9 **For defects of any kind in Deliveries and Services, the Customer has no rights or claims other than those expressly stated in Clauses 5.1 et seq. above. To the extent permitted by law, the parties exclude all other guarantee and warranty claims**

6. Prices, Payment Terms and Default Interest

- 6.1 All offers by Absolut are non-binding. Absolut may change prices at any time. **Prices become binding only after the parties conclude an Individual Agreement or after Absolut sends the Order Confirmation, or, for Online Shop orders, after Absolut issues a manual Order Confirmation.**
- 6.2 If an offer combines several Deliveries or Services, the total price (and not the individual prices) is binding. Absolut may invoice Deliveries and Services separately in whole or in part.
- 6.3 The sales prices published in the Online Shop are final prices. They include all taxes (in particular VAT), any advance recycling fees, packaging costs, delivery costs for the advertised delivery period, and any other duties, fees or costs. In addition to the final price, Absolut may charge a small-order surcharge of up to CHF 10.00 if the basket total is less than CHF 50.00. Products and prices in the Online Shop are non-binding. They depend on availability, delivery options and price adjustments. The price stated in the Order Confirmation is decisive. Ordered paid add-on Services, such as extended warranties, are shown separately in the basket and on the invoice.
- 6.4 The Customer must pay the prices set out in the Individual Agreement, Order Confirmation or Order Acknowledgement.
- 6.5 **Absolut may request prepayment.** If Absolut requests prepayment, it will reserve the Products in Absolut's central warehouse until expiry of the payment deadline of at least 14 calendar days. For Products delivered directly by a supplier, Absolut will place the external order only after it receives payment.
- 6.6 **If payment is due on invoice, the price is due within 14 calendar days after receipt of the Delivery or after Absolut performs the Service,** unless the parties agree otherwise in writing. Early payment does not entitle the Customer to any discount. The Customer may not set off or withhold the purchase price based on any counterclaims. A third party may issue invoices and carry out debt collection. This also applies to partial invoices. Notices of defects do not suspend payment deadlines. If the Customer requests longer payment terms, the following conditions apply:
- For a payment term of 30 days, Absolut charges a surcharge of 0.25% on the total purchase price.
 - For a payment term of 45 days, Absolut charges a surcharge of 0.50% on the total purchase price.
 - Longer payment terms or special conditions for large orders require an individual agreement and Absolut's express confirmation.
- 6.7. **If the Customer does not pay an invoice within the applicable payment term, the Customer is in default without any reminder. If the Customer still does not pay after a reminder and an additional grace period, Absolut may suspend all further Deliveries, Services, support services or maintenance services without liability, and without prior notice to the Customer.** In addition, Absolut has all rights under Art. 107 et seq. of the Swiss Code of Obligations ("CO"). If Absolut withdraws from the Contract under Art. 107 et seq. CO, the Customer must pay Absolut a **contractual penalty of 10% of the contract value.** The Customer must pay the contractual penalty regardless of whether it is at fault for the default. Claiming the

contractual penalty does not prevent Absolut from claiming additional damages exceeding the amount of the penalty.

- 6.8. **In deviation from Art. 104 CO, default interest is 10% per year from the due date.** If reminders remain unsuccessful, Absolut may assign the invoice amounts to a debt collection company. The Customer bears all costs associated with default in full, in particular reminder fees, debt collection costs, debt enforcement costs and legal enforcement costs

7. Retention of Title

For hardware Products, title remains with Absolut until the Customer has paid all claims arising from the relevant contractual relationship. By concluding the Contract, the Customer authorises Absolut to register the retention of title in public registers at the Customer's cost without further action.

Absolut does not transfer any ownership of software, licences or other intangible rights. The Customer receives only a simple, non-transferable right of use in accordance with the applicable licence terms. The grant of the right of use is subject to the condition precedent of full payment of the remuneration due.

8. Transfer of Benefits and Risks

Benefits and risk pass to the Customer when Absolut hands over the Delivery to the carrier. If Absolut delivers and has an agreed installation obligation, benefits and risk pass to the Customer once the Delivery has been unloaded at the delivery place. If dispatch is delayed for reasons for which Absolut is not responsible, the risk passes to the Customer at the original time intended for delivery or upon notification that the Delivery is ready for collection. The Customer is responsible for taking out transport insurance unless the parties agree otherwise in writing.

9. Re-export, Export, Import and Sanctions Rules

The delivery, transfer, re-export and other use of the delivered Products, software or technologies are subject to the applicable national and international export, import and sanctions rules. **The Customer must comply with all applicable export, import and sanctions laws and regulations of Switzerland, the European Union, the United States of America and any other relevant jurisdictions.** This applies in particular, but not exclusively, to Products, software or technologies that are subject to US export controls. The Customer is solely responsible for complying with rules on end-use, end-destination, re-export and onward transfer of the Deliveries. The Customer must also impose the relevant obligations contractually on its buyers.

If the Customer breaches export, import or sanctions rules, or if there is reasonable suspicion of such a breach, Absolut may, at its discretion and without any obligation to compensate:

- **immediately stop Deliveries, Services, support services or maintenance services;**
- **withdraw from the Contract in whole or in part with immediate effect, or terminate it extraordinarily; or**
- **demand the return of Products already delivered and prohibit the use of software or licences.**

Absolut assumes no liability for any damage, disadvantages or sanctions arising from a breach of export, import or sanctions rules, or anti-corruption provisions, by the Customer or third parties. The Customer indemnifies Absolut against all claims, official measures, fines, costs and damages in connection with such a breach, including the costs of legal representation in this context.

10. Assignment of Rights and Obligations

The Customer agrees that Absolut may transfer its rights and obligations under the Contract to a third party. The Customer may assign rights and obligations only with Absolut's written consent.

11. Exclusion of Further Liability of Absolut

All claims of the customer arising from or in connection with the contractual relationship, regardless of the legal basis on which they are made, are conclusively regulated in these general terms and conditions. All claims not expressly mentioned, in particular for withdrawal, termination, reduction and liability on the part of Absolut or claims by the customer for compensation for direct and indirect damages, lost profits, unrealised savings, damages resulting from delayed delivery, etc. are excluded to the extent permitted by law. Absolut is liable exclusively for direct damages caused by intentional or grossly negligent behaviour on the part of Absolut. Absolut shall only be liable for auxiliary persons and third parties involved within the scope of Art. 101 of the Swiss Code of Obligations and only in the event of intentional or grossly negligent conduct.

Absolut shall not be liable for damage attributable to any of the following causes:

- Improper, non-contractual or unlawful storage, adjustment or use;
- Use of incompatible replacement parts or accessories
- Failure to perform maintenance or improper modification or repair by the customer or a third partyForce majeure, in particular
- damage caused by natural forces, moisture, falls and impacts etc., as well as official orders.
- The service provider is liable for defects, delays in performance and damage arising from the work of service providers (e.g. on-site installations).

12. Data Protection

For data protection, please refer to the privacy policy published on Absolut's website.

13. Severability Clause

Should individual provisions of these General Terms and Conditions be or become invalid, void, ineffective or unenforceable in whole or in part, this shall not affect the validity of the remaining provisions. In place of the invalid, void, ineffective or unenforceable provision, a provision shall be deemed to have been agreed which comes closest to the economic purpose of the provision concerned in a legally permissible manner (reduction to maintain validity). The same applies to any contractual loopholes. The parties also agree to the above provision in the event that a provision is only partially permissible due to excessiveness or legal restrictions; in this case, it shall apply to the maximum extent permissible.

14. Applicable law and jurisdiction

The contractual relationship between Absolut and the customer, including these General Terms and Conditions and their validity and applicability, is governed exclusively by substantive Swiss law, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG). The exclusive place of jurisdiction for all disputes in connection with Deliveries and Services provided by Absolut, and the related contractual relationships, is **6214-Schenkon, Switzerland**.

- For all legal disputes relating to contracts with and deliveries and services provided by **Absolut Distribution AG**: the ordinary courts in **6214 Schenkon**, Switzerland.
- For all legal disputes relating to contracts with and deliveries and services provided by **Absolut Services AG**: the **District Court of Dietikon**, Switzerland.

These General Terms and Conditions are drawn up in German with an English translation. The German version is authoritative.

Absolut Distribution AG, Absolut Services AG

Schenkon/Urdorf 31.01.2026