

General Terms and Conditions (T&Cs) of Segen Switzerland GmbH ("SegenSolar"), c/o BDO AG, Hodlerstrasse 5, 3011 Bern

(Updated: February 2025)

I. General provisions, scope of application

1. The T&Cs apply to contracts for the sale of movable goods (hereinafter also referred to as "goods" or "object of purchase"), regardless of whether SegenSolar manufactures the goods itself or purchases them from suppliers.
2. These T&Cs shall apply exclusively. SegenSolar does not recognise any terms and conditions of the buyer that conflict with or deviate from the contractual terms and conditions.

II. Conclusion of contract

1. SegenSolar's offers are subject to change and non-binding. This also applies to all information on the internet platform and in SegenSolar's catalogues, technical documentation (e.g. price lists, drawings, plans, calculations, references to SN standards), other product descriptions or documents.
2. The order of goods by the buyer shall be deemed a binding contractual offer. Unless otherwise stated in the order, SegenSolar shall be entitled to accept this contractual offer within 14 days of its receipt.
3. Acceptance of the offer shall be confirmed by an order confirmation.

III. Delivery Period, Partial Deliveries, and Delivery Delay

1. If delivery is agreed upon, and no individual delivery period has been specified, SegenSolar shall indicate the delivery period at the time of order acceptance.
2. SegenSolar shall also be entitled to make partial deliveries.
3. If SegenSolar is unable to meet the individually agreed or specified binding delivery period (provided at order acceptance) due to reasons not attributable to SegenSolar (e.g., unavailability of the performance), SegenSolar shall immediately notify the buyer and provide an updated estimated delivery period. Should the performance remain unavailable within the new period, SegenSolar shall be entitled to rescind the contract, in whole or in part. SegenSolar will promptly inform the buyer of such unavailability and refund any performance already rendered by the buyer. The statutory rights of rescission and termination, as well as the statutory provisions concerning contract resolution in cases of excluded performance obligations (e.g., impossibility of performance) and the defect remedy agreed upon pursuant to paragraph VII of the T&Cs, shall remain unaffected. Similarly, the buyer's rights of rescission and termination pursuant to paragraph VIII of the T&Cs shall remain intact.

4. The onset of a delivery delay shall be determined in accordance with the applicable statutory provisions; however, in every case, the buyer must first issue a formal reminder. Should SegenSolar fall into delay, the buyer shall be entitled only to a fixed compensation for delay damages. This fixed compensation shall amount to 0.5% of the net price (delivery value) for each complete calendar week of delay, but in total shall not exceed 5% of the delivery value of the delayed goods. SegenSolar reserves the right to demonstrate that the buyer incurred no damage or only a significantly lesser damage than the aforementioned fixed amount. The provisions of paragraphs 3 and 4 shall not apply if SegenSolar, or any legal representative or agent of SegenSolar, has intentionally or through gross negligence caused the delay.

5. Force majeure events that substantially hinder or temporarily render performance impossible entitle the affected party to postpone the fulfillment of its obligations for the duration of the impediment, plus a reasonable ramp-up period. Force majeure events refer to unforeseeable external incidents caused by natural forces or third-party actions that, based on human insight and experience, could not have been prevented or mitigated using economically reasonable means, even with the utmost care reasonably expected in the circumstances, and whose occurrence cannot be accepted due to their rarity. This also includes labor disputes that were unforeseeable at the time the contract was concluded. The parties agree to promptly inform one another of the occurrence, duration, and any other circumstances relevant to the performance relationship.

6. Should an interruption persist for more than three months, either party may terminate the purchase contract in writing after that period has elapsed.

7. The rights arising from a defect in the conclusion of the contract (Article 23 et seq. of the Swiss Code of Obligations) shall remain unaffected by the foregoing provisions.

IV. Delivery, Transfer of Risk, and Delay in Acceptance

1. If delivery is agreed upon (sales shipment), SegenSolar is entitled to determine the type of shipment (in particular transport company, shipping route, packaging) at its discretion.

2. The risk of accidental loss and accidental deterioration of the goods shall pass to the buyer no later than upon delivery. However, in a shipment contract, the risk of accidental loss, accidental deterioration, and delay shall pass to the buyer upon the transfer of the goods to the forwarder, carrier, or any other person or entity designated to execute the shipment.

3. Should the buyer fail to accept delivery, neglect to perform any required cooperation, or cause delays for reasons attributable to the buyer, SegenSolar shall be entitled to claim compensation for any resulting damages, including additional expenses (e.g., storage costs).

V. Prices and payment terms

1. The prices in effect at the time of contract conclusion, as published by SegenSolar, shall apply on an ex-warehouse basis, plus VAT at the applicable statutory rate.

2. If the delivery period is individually agreed upon and exceeds four weeks after the contract is concluded, SegenSolar reserves the right to adjust the price, at its reasonable discretion, to account for any subsequent increase in the costs relevant to the price calculation. The same applies in the event of a decrease in such costs. The total cost increase shall be evaluated collectively, allowing for cost increases in one area to be offset by cost reductions in another area. The price adjustment shall be binding only if it is deemed fair. If the adjustment is not fair, it shall be determined by a court decision; the same applies in the event of a delay in determining the adjustment. The buyer may withdraw from the contract if the price increase for the purchased goods exceeds the general cost of living increase by 12% between placing the order and delivery. The above provisions apply only if SegenSolar must first acquire the goods post-contract until their acquisition.
3. In the case of sale by dispatch (paragraph IV, section 1 of the T&Cs), the buyer shall bear the transport costs ex warehouse and the costs of transport insurance.
4. The purchase price is due and payable within 21 days of invoicing.
5. The customer is required to make an advance payment prior to delivery of the purchased item if SegenSolar's trade credit insurance does not grant the customer a credit limit due to reasons attributable to the buyer, or if the delivery would cause the credit limit to be exceeded. In the latter case, the advance payment shall be limited to the costs not covered by the credit limit. Furthermore, at its sole discretion, SegenSolar may require advance payment prior to delivery if the buyer's credit evaluation indicates a potential risk of non-payment.
6. The customer is also obliged to make advance payment of 10% of the agreed purchase price if the object of purchase is to be stored at SegenSolar for longer than 4 weeks after purchase.
7. If, after contract conclusion, it becomes apparent that SegenSolar's claim to the purchase price is jeopardized due to the buyer's insufficient financial capacity (e.g., through the filing of a petition for bankruptcy), SegenSolar shall be entitled, in accordance with statutory provisions, to refuse performance – if necessary after setting a deadline – to withdraw from the contract.
8. The buyer shall only be entitled to set-off or retention rights insofar as his claim has been legally established or is undisputed. In the event of defects in the delivery, paragraph VII, section 6 of the T&Cs shall remain unaffected. Furthermore, payment may only be withheld if the counterclaim is based on the same contractual relationship. The restriction of sentence 1 shall not apply to counterclaims that are in a reciprocal relationship with the claims of SegenSolar (main performance obligations and all other contractual obligations).

VI. Retention of title

1. SegenSolar reserves ownership of the purchased item until full payment of the purchase price has been received.
2. Until full transfer of ownership to the buyer, the buyer is prohibited from pledging or transferring the purchased item as security. In the event of any garnishment, seizure, or other third-party disposition, the buyer shall immediately notify SegenSolar in writing.

3. In the event of the buyer's breach of contract, particularly in the case of non-payment of the due purchase price, SegenSolar shall be entitled, in accordance with applicable law, to withdraw from the contract and/or to demand the return of the goods on the basis of the retention of title. Such a demand for return does not simultaneously constitute a declaration of withdrawal; rather, SegenSolar is merely entitled to demand the return of the goods while reserving its right to withdraw from the contract. Should the buyer fail to pay the due purchase price, SegenSolar may only exercise these rights if the buyer has been given a reasonable deadline for payment – which has expired without success – or if such a deadline is dispensed with under applicable law.

4. The buyer is entitled to resell and/or process the goods subject to retention of title in the ordinary course of business. In such cases, the following provisions shall apply in addition:

a) Any processing of the purchased item by the buyer shall always be carried out on behalf of SegenSolar. The same shall apply to any (further) processing of any new item resulting from such processing.

b) The retention of title shall extend to the products resulting from the processing, mixing, or combining of the goods, at their full value, with SegenSolar being deemed the manufacturer. If, in the event of processing, mixing, or combining with third-party goods, the ownership rights to those goods remain intact, SegenSolar shall acquire joint ownership in proportion to the invoiced values of the processed, mixed, or combined goods. In all other respects, the resulting product shall be subject to the same conditions as the goods delivered under retention of title.

c) Paragraph 2 shall apply correspondingly to the items referred to in subparagraphs a and b.

d) Any claims arising from the resale of the goods or the resulting product against third parties shall hereby be assigned by the buyer, in full or to the extent corresponding to any joint ownership interest pursuant to the preceding paragraph, as security for SegenSolar. SegenSolar accepts such assignment. The buyer's obligations set forth in paragraph VI, section 2 of the T&Cs shall also apply to the assigned claims.

e) With respect to the collection of such claims, the buyer remains entitled, alongside SegenSolar, to pursue collection. SegenSolar undertakes not to collect the claims as long as it has not enforced the retention of title rights pursuant to Paragraph 3. Should SegenSolar enforce the claim, it may require the buyer to disclose the details of the assigned claim and the identity of the debtor, and to notify the debtor of the assignment.

f) Subparagraphs d and e shall also apply if the loss of title to the purchased item occurs through its amalgamation with real property (Article 671 para. 1 of the Swiss Civil Code).

g) If the realizable value of the securities exceeds SegenSolar's claims by more than 10%, SegenSolar shall, upon the buyer's request, release securities of the buyer's choice.

VII. Warranty, limitation period, and manufacturer's warranty

1. For the buyer's rights concerning material and legal defects (including incorrect or partial deliveries, as well as improper installation or defective installation instructions), the statutory provisions shall apply unless otherwise specified herein.

2. The quality of the goods shall be deemed solely as described in the product description provided by SegenSolar or the manufacturer. Public statements, promotions, or advertising by the manufacturer shall not constitute a contractual representation of quality
3. The buyer's rights in respect of are contingent upon the buyer's compliance with its statutory duty to inspect and report defects. Should any defect be discovered during or after inspection, the buyer must promptly notify SegenSolar in writing. "Promptly" shall mean within three (3) working days, with timely dispatch of the notification deemed sufficient.
4. If the delivered item is defective, SegenSolar shall have the initial option to remedy the defect either by repair or by delivering a non-defective replacement (collectively, "defect remedy"). SegenSolar's right to refuse the chosen remedy method under applicable law shall remain unaffected.
5. SegenSolar is entitled to condition the defect remedy on the buyer's payment of the due purchase price. However, the buyer may withhold an amount of the purchase price commensurate with the defect.
6. The buyer shall provide SegenSolar with sufficient time and opportunity to effect the defect remedy, including by submitting the disputed goods for inspection. In the case of a replacement delivery, the buyer shall return the defective item in accordance with statutory requirements.
7. SegenSolar shall bear the expenses incurred at the place of defect remedy for inspection and remedy purposes, including transport, travel, labor, and material costs, provided an actual defect exists. However, if the buyer's request for defect remedy is determined to be unwarranted, SegenSolar may require reimbursement of the costs incurred. In no event shall these costs include those for disassembly or re-installation of the goods.
8. If the defect remedy fails, if a reasonable deadline set by the buyer for remedy expires without success, or if such a deadline is dispensed with under statutory provision, the buyer may withdraw from the purchase contract or reduce the purchase price. In the case of an insignificant defect, however, there is no right of cancellation.
9. The warranty period for claims arising from material and legal defects shall be two years from delivery for new goods. For used goods, the limitation period shall be one year from delivery.
10. The buyer's claims for damages or reimbursement of futile expenses shall exist only in accordance with paragraph VIII of the T&Cs and are otherwise excluded.
11. Any guarantees provided by the manufacturer, or any separate warranty or quality declarations made by the manufacturer, are given exclusively by the manufacturer and not by SegenSolar. The handling of all claims under the manufacturer's warranty or such declarations shall relate solely to the legal relationship between the buyer and the manufacturer, and not to the legal relationship between the buyer and SegenSolar.
12. Further information regarding the return of goods due to a defect or for any other reason is provided in the Returns Process Guide, which is available to the buyer on the SegenSolar website.

VIII. Other liability

1. Unless otherwise provided in these General Terms and Conditions, including the provisions set forth below, SegenSolar shall be liable for any breach of contractual and non-contractual obligations in accordance with the applicable statutory provisions.
2. To the extent permitted by law, SegenSolar's liability towards the buyer is excluded.
3. The limitations of liability set forth in paragraph VIII, section 2 of the T&Cs shall not apply if SegenSolar has fraudulently concealed a defect or provided a warranty regarding the quality of the goods. The same applies to any claims by the buyer under the Product Liability Act.
4. For any breach of duty that does not constitute a defect, the buyer may only rescind or terminate the contract if SegenSolar is at fault for the breach. The buyer shall not have a general right to terminate the contract. In all other respects, the statutory conditions and legal consequences shall apply.

IX. Choice of law, jurisdiction, severability clause

1. These T&Cs and all legal relationships between SegenSolar and the buyer shall be governed by Swiss law, excluding all international and supranational (contract) legal regimes, in particular the United Nations Convention on Contracts for the International Sale of Goods. However, the prerequisites and effects of the retention of title pursuant to Article VI of the T&Cs shall be governed by the law of the respective location where the goods are stored, insofar as such a choice of law in favor of Swiss law is inadmissible or ineffective.
2. The exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is the registered office of SegenSolar in Bern. However, SegenSolar is also entitled to bring an action at the buyer's general place of jurisdiction.
3. Should any provision of the T&Cs or any other contractual component be invalid or lose its validity at a later date, the validity of the remaining provisions shall remain unaffected. In place of the invalid provision, an appropriate provision that most closely reflects the intentions of the contracting parties shall apply, had they been aware of the invalidity at the time of contract conclusion.