

GENERAL TERMS AND CONDITIONS VERSION 01.2019

1. Generalities

- 1.1 The present General Terms and Conditions apply without limitation to all companies of the DT Swiss Group.
- 1.2 The DT Swiss Group (hereinafter: "DT Swiss") specifically consists of the DT Swiss Group AG, DT Swiss AG (SA, LTD), DT Swiss International AG and their branch establishments, DT Swiss Deutschland GmbH (Germany), DT Swiss France S.A.S. (France), DT Swiss Polska Sp. z o.o. (Poland), DT Swiss Inc. (USA), DT Swiss Asia Ltd. (Taiwan) as well as any new companies and subsidiaries.
- 1.3 By placing an order, the buyer accepts the present General Terms and Conditions as an inherent part of the contracts the orders are based on, and as an inherent part of each individual order. Any general terms and conditions of the buyer shall not apply if and to the extent that they are contrary to the present General Terms and Conditions. The General Terms and Conditions apply as amended at the date of individual contract conclusion. Later amendments or supplements to these Terms and Conditions will become part of the contract unless the buyer objects to the amended provisions within 30 days of information. **Any participation in this service, will constitute acceptance of this agreement.**
- 1.4 Quotations by DT Swiss will apply until the term stated therein has ended. Quotations without a term of acceptance are non-binding.
- 1.5 The contract will become binding upon confirmation of the order by DT Swiss.
- 1.6 The buyer shall review all order confirmations with regard to their matching the order and shall inform us in writing about any discrepancies within 3 days. If such information is not provided, the contents of the order confirmation will become binding.
- 1.7 Authoritative for the legal relationships of the parties are, in the order of priority set out below:
 - the order confirmation
 - the offer
 - the present General Terms and Conditions
 - the statutory provisions
- 1.8 Later amendments and cancellations are only possible with the written permission of DT Swiss.
- 1.9 The buyer shall notify DT Swiss of any special standards or provisions regarding safety technology in the country of destination upon placing the order at the latest.

2. Prices

- 2.1 All quoted prices are net prices in the currency stated according to the order confirmation. Payment shall be made in the respective currency.
- 2.2 Deliveries are performed in accordance with the terms set out in the order confirmation. Unless the order confirmation sets out different terms, delivery is performed ex works (EXW).
- 2.3 Services provided by DT Swiss which are not expressly included in the scope of delivery as set out in the order confirmation will be invoiced separately.
- 2.4 Taxes (sales tax on goods, value-added tax, etc.), customs duties as well as other fees and charges in connection with the delivery will be charged to the buyer, unless set out otherwise under 2.2.
- 2.5 Price changes due to price increases by suppliers, rate changes, delivery delays, wage changes or other events are expressly reserved.

3. Terms and conditions of payment

- 3.1 The due dates as set out in the order confirmation (expiration dates) shall apply.
- 3.2 Place of payment – unless agreed otherwise in the order confirmation – is the domicile of DT Swiss at Biel, Switzerland.
- 3.3 Deductions for discounts, expenses, taxes, fees, charges, customs duties and such are not permitted. The conditions as set out in the order confirmation shall apply without limitation; any unjustified deductions will be reclaimed.
- 3.4 Any right to offset (specifically with any stated counterclaims) by the buyer is excluded; any complaints about the goods do not relieve the buyer of the payment obligation as long as the goods remain in the domain of the buyer.
- 3.5 In case of several elapsed amounts receivable, payments are always used to cover the unsecured amounts receivable first.
- 3.6 In other respects the Condition Sheet in the annex of the most recent valid offer shall apply.

4. Retention of ownership

- 4.1 Until all amounts receivable including accessory claims, compensation claims, future claims and redemption of cheques and bills of exchange have been paid in full, the goods remain the property of DT Swiss.
- 4.2 DT Swiss is authorised to reclaim the products, while the buyer has an obligation to return said products. The property of DT Swiss also does not perish if the buyer processes or sells on products; in this case, DT Swiss acquires co-ownership of the new article at the value of the unpaid invoice amount. The buyer keeps the co-owned article for DT Swiss.
- 4.3 The buyer shall adequately insure and maintain the products at his own expense until they have been paid in full. The buyer will further take all measures to ensure that the right to the property of DT Swiss is not impacted or voided.
- 4.4 Upon conclusion of the contract, the buyer assigns his claims from onward sale to DT Swiss in any case. The buyer remains entitled to collect the claims after assigning them. This does not affect the authority of DT Swiss to collect the claims on its own behalf; however, DT Swiss engages not to collect the claims as long as the buyer properly fulfils his payment obligations and his payments are not delayed. If this is the case, however, DT Swiss may request the buyer to make known the assigned claims and their debtors without delay, provide all information required for collection, surrender the associated documents and notify the debtors (third parties) of the assignment.
- 4.5 The buyer is obligated to contribute to measures required to protect the property of DT Swiss. Upon conclusion of the contract, the buyer consents, in particular, to the entry of the retention of ownership in the Retention of Ownership Register.
- 4.6 The buyer must not pledge the delivered products or assign them as securities. In case of pledging as well as confiscation or other entry into the domain of third parties, the buyer shall notify DT Swiss without delay and make available to DT Swiss all the information and documents required to assert the rights of DT Swiss. Executory officers and third parties shall be made aware of the property of DT Swiss.

5. Delay of payment by the buyer

- 5.1 If the buyer fails to make an advance payment or provide securities as agreed by contract, DT Swiss is entitled to halt delivery or rescind the contract and to demand compensation of costs and claim damages in both cases.
In addition, DT Swiss is always entitled to the same if there is reason to assume, following the conclusion of a contract, that the buyer will not completely fulfil his obligations.
- 5.2 In case of violation of the payment term, the buyer shall be put in default without any further notice. In case of delay of payment, the buyer shall, without notice, pay default interest of 5% from the agreed due date. In addition, the buyer owes DT Swiss dunning costs of CHF 20.00 per overdue notice. Claims for additional damages are expressly reserved.

- 5.3 In case of delay of payment by the buyer, DT Swiss is also entitled to suspend or cancel all further orders by the buyer. In other respects, 6.3 shall apply.
- 5.4 The assertion of ownership by DT Swiss is reserved (cf. 4.).

6. Delay of acceptance by the buyer

- 6.1 The buyer shall accept the goods at the agreed date.
- 6.2 In case of delay of acceptance by the buyer, DT Swiss is entitled to choose to withdraw from the contract at any time after a term of 2 weeks has elapsed and to claim damages.
- 6.3 If the delay of acceptance is due to the buyer, they shall assume the costs for storage and any further costs. In addition, storage is entirely at the risk of the buyer.
7. **Place of performance: transfer of benefit and risk**
 - 7.1 Place of performance in any case is the seller factory (EXW).
 - 7.2 At the latest when the shipment leaves the factory or the warehouse, benefit and risk are transferred to the buyer (EXW).
 - 7.3 Transport is at the risk of the buyer. This also applies if DT Swiss assumes the costs of transport and insurance.
 - 7.4 If delivery is delayed upon the buyer's request or due to any other reasons not attributable to DT Swiss, the risk will be transferred to the buyer at the original delivery date. From this date onward, the goods will be stored at the expense and risk of the buyer (cf. 6.).

8. Delivery

- 8.1 The due dates stated in the order confirmation apply. They shall be extended if (i) DT Swiss is not provided in a timely manner with the information required to fulfil the contract or (ii) obstacles arise which DT Swiss cannot avert despite applying due diligence or (iii) the buyer delays the fulfilment of his contractual obligations.
- 8.2 Under exceptional circumstances (such as failure of machinery or delivery with raw materials and utilities, industrial action, natural disasters, war, force majeure) the delivery term shall be extended automatically until the obstacle has disappeared, without the buyer obtaining any right to claim damages.
If the failure lasts longer than 2 months, both DT Swiss and the buyer are entitled to withdraw from the contract without compensation.
- 8.3 If the buyer proves that the delay is due to DT Swiss and that they have suffered damages as a consequence, they may claim compensation for the delay. This compensation is max. 0.2% for each entire month of delay, with a total of max. 2% of the contractual price of the delayed delivery. Any additional claims by the buyer are excluded.

9. Inspection and acceptance of goods

- 9.1 The buyer shall inspect the goods for defects immediately after receipt and notify DT Swiss without delay of any complaints in writing (per letter, email or fax), including a detailed description. The notice must be received by DT Swiss 10 days after receipt of the goods at the latest. If no notice of defects is issued within the notification period, the products shall be considered free of defects in all respects and the delivery as approved.
- 9.2 DT Swiss shall be notified in writing of hidden defects immediately after having been discovered and within 6 months of receipt of the goods at the latest. In case of later notification, the complaint is forfeited.
- 9.3 In case of a justified complaint, DT Swiss will take back the defective goods at its own expense, repair them or replace them with goods free of defects. If a replacement delivery is not possible, the contract will be void without any compensation. Return shipments require co-ordination with and approval of DT Swiss.

10. Exclusion of further liability by DT Swiss

- 10.1 All cases of contract violation and their legal consequences, as well as all claims by the buyer independent of their legal basis, are conclusively settled in these Terms and Conditions. In particular, all damage claims not expressly stated, reduction of the purchase price, cancellation of the contract or rescinding the contract are excluded. In any case, the buyer may not claim compensation for damages not found in the delivered goods themselves, such as specifically production loss, loss of effectiveness, loss of contracts, revenue loss as well as other indirect or direct damages.
- 10.2 Mandatory statutory provisions remain in effect.
- 10.3 If DT Swiss is held liable by a consumer or third party regarding an aspect of product liability, the buyer engages to indemnify DT Swiss if and to the extent that the product defect is not due to a defective delivery.

11. Place of jurisdiction and applicable law

- 11.1 The exclusive place of jurisdiction for the buyer and DT Swiss is the place of business of DT Swiss Group AG. However, DT Swiss is entitled to also bring action against the buyer at the latter's place of business.
- 11.2 The legal relationship is governed exclusively by Swiss law; the United Nations Convention on Contracts for the International Sale of Goods ("Vienna Convention" / CISG) of 11 April 1980 is hereby excluded.
- 11.3 Arbitration clause:
All disputes, disagreements or claims arising from or in the context of this contract, including its validity, invalidity, violation or termination, shall be decided by an arbitration procedure in accordance with the Swiss Rules of International Arbitration as set out by the Swiss Chambers' Arbitration Institution. The effective Rules of Arbitration as amended at the time of delivery of the notice of arbitration apply. The arbitration tribunal shall consist of one or three members. The place of arbitration is the place of business of DT Swiss Group AG in Switzerland. The arbitration procedure is generally conducted in the German language. With the written permission of DT Swiss, the arbitration procedure may also be conducted in the English language.