General Terms and Conditions (GTC)

(Version 10/2026)

This document describes the General Terms and Conditions (“GTC”) of ICS Automation AG and ACS Solution AG (hereinafter called "Supplier"). Our GTC strive for a well ordered running of business in the area of automation, electronics, information technology and medical technology. The following general terms and conditions set out the fundamentals for the

delivery of parts, appliances, systems and services

Thereby, the delivery can consist of a product or a service, hardware or software, or an integration of different products and services rendered.

1. Validity

These terms and conditions apply to the entire business relationship between the customer and the supplier. The Terms and Conditions shall apply if the parties explicitly or silently accept them and shall form an integral part of the contract in the event of an order (verbal or written). Changes and additional agreements to these GTC or deviating GTC are only effective if the supplier confirms them in writing.

2. Contract conclusion and scope of services

Offers from the supplier are subject to change. A legally valid contract is concluded only upon written or verbal order confirmation by the supplier.

For range and execution of the products and services, the offer made by the supplier takes precedence.

Services that are not expressly guaranteed, namely documentation, programming, customization, installation, commissioning, training and application support, are not part of the scope of services.

Alterations to the offer from the supplier are permissible in as far as the product has the same functions or the services fulfil the same purposes.

3. The Customer’s Duty to Inform

At the destination of delivery the customer must give the supplier timely notice of any technical requirements as well as legal, governmental and other regulations, so long as they are of significance.

4. The Customer’s Duty to Cooperate

The customer must provide the supplier in a timely and complete manner with all necessary information and resources required for the implementation of the scope of delivery.

5. Documentation

The documentation serves exclusively for the operation and maintenance of the delivered system. If the documentation is not included in the scope of services, the customer can obtain it in the usual version for a fee. If the customer wishes to receive documentation in special forms or in languages that are not available, the supplier may invoice it separately. Alterations in description and illustrations of the documentation are permitted in as far as they meet the desired ends.

6. Intellectual property

The customer and its customers may use the software, source code, work results, know-how, data carriers and documentation provided exclusively to the agreed purpose. Without written authorization, these resources may not be copied or reproduced or made known to third parties in any way.

Ownership and the right to further use remain with the supplier or his licensor, also when the customer subsequently changes the software, work results or know–how blueprints. Any extension or modification of the software by the customer requires the written permission of the supplier.

The customer shall take essential precautions to protect against the undesired access or misuse of software, work results and documentation by an unauthorized party.

The customer may make necessary backup files. He shall correspondingly mark and classify as well as keep them under lock and key.

7. Place of performance and transport

Unless a special place of performance has been agreed or is based on the nature of the transaction, the supplier may provide the products and services at their registered office.

If the supplier delivers products to another location at the request of the customer, the customer bears the risks and costs of transport, as well as the expenses of packaging and customs clearance, even if the supplier organizes the transport.

If the supplier provides services elsewhere at the request of the customer, the customer shall reimburse the travel and subsistence costs.

8. Application

The customer is responsible for the application of the products and services as well as the combination with other products, especially with computer or electrical equipment and systems. The customer shall exercise the necessary due care and observe all instructions and directions of the manufacturer and the supplier.

Repairs and preventive maintenance, including spare parts for any equipment, are excluded from the scope of delivery unless specifically agreed.

The customer is fully responsible for protecting the networks and IT systems.

The customer is obliged to pass on all safety-relevant information to the users in a suitable form.

9. Delivery dates

Only delivery dates pledged in writing are binding. Such delivery dates are deemed appropriately pro-longed,

a. if information required by the supplier for the execution does not reach him on time, or if the customer subsequently alters it.
b. if the customer is behind schedule in the execution of his contractual obligations, particularly when he does not meet the conditions of payment.
c. if hindrances occur outside the responsibility of the supplier like natural disasters, mobilization, war, insurgency, epidemics, accident and ill-ness, substantial business breakdown, work disputes, delayed or faulty deliveries, as well as governmental measures.

The supplier can affect partial delivery.

In cases of delay the customer shall grant the supplier an appropriate time extension to carry out works outstanding. If the supplier has not performed by the expiry of this extension, the customer may, provided he declares so within three days, waive the subsequent performance or withdraw from the contract.

Unless otherwise agreed, the customer shall not be entitled to claim any compensation. If such compensation is agreed, it is limited in any case to one percent per week, at the most ten percent of the calculated value of the delayed delivery. Further claims to delays in delivery are excluded.

10. Acceptance

Unless a quality control procedure has been agreed to, the customer shall quality control the products and services himself and report any defects in writing. If the customer fails to do so within four weeks of delivery, all functions are considered fulfilled and the delivery is considered approved.

Products and services are also automatically accepted if they are used commercially without acceptance.

If defects become apparent later within the warranty period which could not have been discovered even with careful inspection, the customer must notify the supplier immediately in writing. Otherwise, the delivery shall be accepted despite these defects.

11. Defects

The supplier warrants that he applies the required due care and attention and that his products and services fulfil the expressly warranted characteristics.

The supplier is not liable for the results that the customer wants to achieve with the products and ser-vices.

Excluded from liability for defects are faults and malfunctions that are not the responsibility of the supplier, like natural wear and tear, the consequences of incorrect installation, acts of god / force majeure, inappropriate handling, not following the instructions of the supplier or the manufacturer, encroachment by the customer or a third party, undue demands, unsuitable means of production, disruptions caused by other machines and equipment, instable electrical supply, particular climatic conditions, or unusual environ-mental influences.

Furthermore, the warranty expires immediately and completely in all cases if the customer or a third party carries out modifications or repairs to its deliveries without the written permission of the supplier. Any warranty by the supplier also requires punctual payment in accordance with the agreed terms of payment.

The customer shall make no claims for negligible defects. Negligible defects are namely those that do not affect the application of products and services.

In cases of substantial defects the customer shall grant the supplier an appropriate time extension for their elimination (correction). To this end, the supplier must be entitled to free access to the premises. The costs for disassembly and assembly, transport, packaging, travelling and accommodation are to be borne by the customer. Replaced parts become the property of the supplier.

The warranty period and statutory period of limitations for deliveries at a fixed price are twelve months and start after commissioning or rollout of the product has been completed, but no longer than 18 months after delivery ex works. They shall not be interrupted by the acknowledgement or correction of a defect.

There is no warranty claim or claim for damages for services on a time and material basis.

Should the elimination of the defect fail, the customer is entitled to a price reduction and to compensation for the proven direct damage, in total, however, to a maximum of 20% of the value of the deficient delivery. Further warranty claims are excluded; in particular, the customer cannot withdraw from the contract or claim compensation for consequential damage. He can only demand the delivery of a replacement product if the further use of the (defective) product for the intended purpose is completely prevented by the defect.

Entirely excluded is compensation for indirect damage, such as loss of profit and other financial losses. This also includes damages such as production downtime, loss of use and losses as a result of a delay or interruption as well as for contractual losses or consequential damages.

12. Further Liabilities

The supplier assumes liability within the framework of his Liability Insurance personal and material damage, where the customer can prove the supplier is to blame. Further claims are excluded.

13. Prices and Conditions of Payment

Unless otherwise stated the prices are in Swiss Francs without value added tax, fees, levies, customs duties, transport, packaging, bank guarantees, insurance, permits, notarial certifications, installation, commissioning, training and application support. They are payable net within thirty days of date of invoice.

Should the customer cause delays in the execution of the contract, the supplier is entitled to adjust the prices accordingly.

Where the customer has counter claims he may only settle the account with the undersigned written consent of the supplier.

In case of delay of payment the supplier may

a. declare that all payments from the business relationship with the customer, even if they do not originate from the same legal relationship, are due immediately;
b. set the customer an appropriate time extension for all payments due and, if the customer does not settle the whole amount due within this period, declare the contracts cancelled and demand the return of the products and services delivered;
c. make the further performance of services (including the remedy of defects), even if they do not originate from the same legal relationship, dependent on appropriate collateral from the customer, including advance payment.

14. Data protection

Personal data, in particular data on companies, customers and employees, may be processed as far as it is necessary for the business process. Both parties shall observe the regulations of data protection and take the appropriate organizational and technical precautions.

Each party is responsible for a reliable backup of its own data, as well as the data required for the provision of services. The customer shall back up all data in good time before an employee of the supplier can access their IT systems.

15. Third parties and use of AI

The supplier may engage third parties for the provision of products and services, in particular providers of cloud and AI services. The supplier shall select them with due care and shall only engage providers that are contractually bound to confidentiality and to compliance with the regulations of data protection and that are not permitted to use the data received for training AI models.

These third parties may also process data abroad, in particular in the USA. The supplier shall ensure that the safeguards required by law are in place for this purpose. The providers used are listed in the privacy policy of the supplier.

As far as the supplier processes personal data on behalf of the customer, the customer approves the engagement of such third parties as sub-processors. The supplier shall inform the customer of any changes in advance in a suitable form; the customer may object for important reasons within 30 days.

The customer may exclude the use of AI services for individual orders in writing, in particular if sensitive personal data, export-controlled information or information subject to special confidentiality obligations is concerned. Such exclusion should be made when the order is placed. Any additional effort and impact on delivery dates resulting from such exclusion shall be borne by the customer.

16. Discretion

Both parties undertake, and shall oblige their employees, not to disclose to third parties any information relating to the business of the other party that is neither generally accessible nor generally known, and to take all precautions to prevent third parties from accessing this information. However, either party may further apply know-how acquired in the course of the business relationship in its original business activities.

The transfer of information to third parties engaged according to clause 15 is not deemed a disclosure to third parties as far as it is necessary for the provision of products and services and such third parties are bound to equivalent confidentiality.

17. Export

The customer is responsible for conforming to all pertinent national and foreign export regulations.

18. Binding Law and Locality of Court

These legal relations are bound by Swiss Law. The Conflict of Laws and Vienna Sales Law is excluded.

The locality of court is in the domicile of the supplier. The supplier may also seek legal redress at a court in the domicile of the customer.

19. Miscellaneous

These Terms and Conditions are based on the Terms and Conditions of the Swiss Technology Network - swissT.net. In the event of any discrepancy between the German and the English version, the German version shall prevail.