General Terms and Conditions (GTC) of Koinmo GmbH

Version 01.01.2026

Preamble

This document sets forth the General Terms and Conditions (GTC) governing all quotations, orders, and agreements relating to products and services provided by Koinmo GmbH and shall be effective as of 1 January 2026.

Any individual terms and conditions expressly agreed upon in quotations, sales contracts, or other contractual documents used to initiate an order shall prevail over the provisions of these GTC.

Koinmo GmbH pursues the objective of acting as a reliable and long-term partner to its customers. All services are therefore provided with due care, in good faith, and in accordance with generally accepted commercial practices. This applies to the execution of contractual obligations as well as to the handling of any issues arising during or after the completion of an order.

In line with its commitment to sustainable business relationships, Koinmo GmbH seeks to establish and maintain long-term partnerships with its customers and partner factories. Accordingly, Koinmo GmbH shall endeavour to identify reasonable and mutually acceptable solutions and to conduct its business activities in a manner that serves the legitimate interests of all parties involved.

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1. Definitions

- "Company", "we", "us", "our" refers to Koinmo GmbH
- "Customer", "you", "your" refers to the entity purchasing goods and/or services from us.
- "Goods" refers to the products manufactured and supplied by the Company to the Customer.
- "Order" refers to a purchase order issued by the Customer and accepted by the Company.
- "Agreement" refers to these Terms and Conditions and any accepted Order.

2. Quotations and Pricing

2.1. Quotations provided by the Company are valid for 30 days from the date of issue, unless otherwise stated.
2.2. Quoted prices are net prices, exclusive VAT, without import/export and transport fees unless otherwise defined in the quotation.
2.3. By default, Koinmo will offer and invoice transport of goods separately, unless otherwise written (e.g. when using incoterms DDP or DAP for offered prices).
2.4. The initial price quoted is based on the cost of raw materials, components, labour, energy, and exchange rates prevailing at the time of the quotation.
2.5. The Company reserves the right to adjust its prices to reflect any increase in its direct costs that is beyond its reasonable control. Such increases may include, but are not limited to:

a) Fluctuations in the market price of raw materials and components.
b) Changes in tax regulations, import/export duties, tariffs, or other governmental charges.
c) Significant fluctuations in foreign exchange rates affecting the cost of imported materials or components.
d) Increases in labour, energy, or transportation costs.

In the event of such a cost increase, the Company will provide the Customer with written notice of the increase. The Customer will have the option to accept the new price or terminate the affected Order without further obligation within 10 business days of notice. Failure to terminate within this period constitutes acceptance of the new price. In case of termination, any deposit / prepayment made will be forfeit by the customer.

3. Orders and Acceptance

3.1. No Order shall be binding on the Company until it is confirmed in writing by an authorized representative of the Company.
3.2 For orders where prepayments/deposits are required, the customers automatically agree to the GTC and any individual terms and conditions stated in the quotation or prepayment invoice, when the prepayment/deposit has been transferred even without signing any quotation, purchase order, sales contract or other binding document.
3.3. The Company may, at its discretion, refuse or cancel any Order.

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3.4. No order accepted by the Company may be cancelled or postponed by the Customer (and accordingly no returns will be accepted and no refunds will be made) except with the prior agreement in writing of the Company and on the condition that the Customer will reimburse the Company all costs and expenses incurred by the Company as a result of cancellation.
3.5. The Customer is responsible for the accuracy of its order, for supplying any information required by the Company to perform the order, and for the accuracy of any such information supplied. Information contained in catalogues, illustrations and similar materials issued by the Company is approximate only; and the Company reserves the right to determine the technical specification of goods required to fulfil the Customer's order and to make any changes which do not materially affect the quality or performance of goods.

4. Delivery and Risk

4.1. Any delivery dates provided are estimates only. Time is not of the essence for delivery.
4.2. The Company will not be liable for any delay or failure to deliver caused by a *Force Majeure* event (as defined in Clause 6), or other events outside its reasonable control. Among other things failure by suppliers to provide Company parts, services, manuals, or other information necessary to the performance by Company, any acts of any government that would limit the ability for contract performance (including refusal to grant, or suspension of, an export license), fire, earthquake, flood, or any other acts of God; labor strikes or lockouts; riots, civil disobedience, terrorism or war (or imminent threat of same, and material or component shortage).
4.3. Risk of loss or damage to the Goods shall pass to the Customer upon delivery to the carrier. For transports organized by Koinmo, Koinmo will help recover any loss according to the contract with our insurance company. Customer have the right to inquire about the details of insurance for each transport offered and conducted.
4.4. Title to the Goods shall not pass to the Customer until the Company has received payment in full for the Goods and all other amounts owed by the Customer.

5. Limitation of Liability

5.1. The company's total liability to the customer, whether in contract, tort (including negligence), or otherwise, shall in no event exceed the total purchase price of the goods under the specific order giving rise to the claim.
5.2. In no event shall the company be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, loss of production, or loss of business opportunities, even if advised of the possibility of such damages.

6. Force Majeure

6.1. The Company shall not be held liable for any failure or delay in performance of its obligations under this Agreement to the extent such failure or delay is caused by circumstances beyond its reasonable control. This includes, but is not limited to:

a) Acts of God, natural disasters (e.g., earthquakes, floods, fires, epidemics).
b) War, terrorism, civil unrest, riots, or acts of government.
c) Strikes, labour disputes, or shortages of labour or materials.
d) Embargoes, sanctions, or changes in law or regulation.
e) Failure of suppliers or subcontractors to perform due to any of the above causes.

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f) Loss or damage to cargo in transit due to any of the above causes.

6.2. If a Force Majeure event occurs, the Company will notify the Customer promptly. The Company's performance will be suspended for the duration of the event. If the event continues for more than 90 days, either Party may terminate the affected Order without liability.

7. Payment

7.1. Payment terms are net 30 days from the date of the Company's invoice, unless otherwise agreed in writing.
7.2. The Company reserves the right to charge interest on any overdue amounts at a rate of 1.5% per month, without being required to send a payment reminder.
7.3. The Customer is prohibited from and shall not set off invoiced amounts or any portion thereof against sums that are due or may become due from Company to Customer, its parent, affiliates, subsidiaries or other divisions or units on separate transactions.
7.4. If Customer is overdue in paying the price the Company may recover the goods or any of them and for that purpose enter the Customer’s premises and, if necessary, detach the goods from other goods or equipment.

8. Warranty

8.1. The Company warrants that the Goods will be free from defects in material and workmanship for a period of 10 days from the date of delivery, unless otherwise agreed in writing.
8.2. Defects that were not detectable during the careful immediate inspection of the delivery, including design, material, or workmanship errors not attributable to improper handling, must be notified to the Company in writing immediately upon discovery, but no later than 12 months after delivery at the place of fulfillment.
8.3. For materials that are permanently installed and assembled, any complaints regarding the delivered goods will only be considered before their installation or assembly.
8.4. This warranty does not cover defects caused by misuse, improper storage, handling, or modification by the Customer.
8.5. The company reserves the right decide if defects shall be rectified, taken back, replaced and/or refunded. In case of refund or replacement, the defect must be returned to Company if requested.

9. Intellectual property rights & indemnity against intellectual property rights infringement

9.1. Copyright, design right and all other rights in the design and manufacture of goods supplied by the Company remain the Company’s property and none is acquired by the Customer.

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9.2. Any Software provided by Company is hereby licensed and not sold. The license is nonexclusive and is limited to such equipment and/ or location(s) as are specified on the purchase order for which this instrument serves as either a quotation or acknowledgment. No other use is permitted. Company retains for itself (or, if applicable, its suppliers) all title and ownership to any software delivered hereunder, all of which contains confidential and proprietary information and which ownership includes without limitation all rights in patents, copyrights, trademarks and trade secrets. Customer shall not attempt any sale, transfer, sublicense, reverse compilation or disassembly or redistribution of the software. Nor shall Customer copy, disclose or display any such software, or otherwise make it available to others (except as Company authorizes in writing).

9.3 The Company agrees to defend or settle any claim, suit, or proceeding brought against Customer based upon a claim that any product manufactured and provided by Company hereunder directly infringes any third party patent, copyright, or maskwork and to pay costs and damages finally awarded to the third party, provided that: Company is notified promptly in writing of such claim; Company is provided sole control of such defense or settlement using counsel of Company's choice; and Customer provides Company with all available information and assistance.

9.4. The Company shall not be responsible for any settlement or compromise of such claim made without Company's written consent.

9.5. Company shall have no such obligation in respect of claims arising:

a) from products not in Company's catalogue or products developed pursuant to Customer's direction, design, or specification;

b) from products developed by Company using any process required by Customer;

c) from the combination of any product with other elements if such infringement would have been avoided by the product not in such combination; or

d) from products that have been modified if such infringement would have been avoided by the unmodified product.

9.6. The Customer agrees to defend, indemnify, and hold harmless Company from and against any claims, suits, or proceedings whatsoever arising from such exclusions identified in a)-d) above.

9.7. At any time after such a claim has been made or Company believes is likely to be made, or a court of competent jurisdiction enters an injunction from which no appeal can be taken, Company will have at its option the discretion to:

a) procure for Customer the right to continue using such Product;

b) replace or modify such Product; or

c) accept the Product's return and refund the purchase price less twenty percent (20%) annual depreciation from shipment date.

9.8. In no event shall Company be liable for any consequential, incidental, special, or punitive damages. The foregoing states Company's entire liability and Customer's exclusive remedy for any actual or alleged infringement of third-party rights. This article is in lieu of and replaces any other expressed, implied, or statutory warranty against infringement.

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10. Right of Withdrawal

10.1. Changes in the client's circumstances such as payment default, payment difficulties, cessation of payments, death, initiation of significant debt collection proceedings and court cases, etc., entitle the Company to immediately withdraw from any delivery and further performance obligations, whereby any credits of the Company become immediately due for payment.
10.2. In addition to the possibility of contract withdrawal, the Company can, at its own choice and by setting a deadline, refuse delivery or further performance obligations until the consideration has been paid in full in advance or sufficiently secured.

11. General

11.1. These Terms and Conditions constitute the entire agreement between the Parties and supersede all prior agreements.
11.2. No variation to these Terms and Conditions shall be effective unless agreed in writing and signed by an authorized representative of the Company.
11.3. If one or more provisions are or become invalid or void, this does not affect the validity of the remaining provisions of these General Terms and Conditions (GTC).

12. Applicable Law and Place of Jurisdiction

12.1. This Agreement shall be governed by and construed in accordance with the laws of Zurich, Switzerland. The exclusive place of jurisdiction for all direct and indirect disputes arising in connection with legal relationships based on these GTC is the registered office of the Company in Switzerland.

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