



General Terms and Conditions (GTC):

1. General Remarks

All goods and services provided by Gotham AG for the Customer shall be effected exclusively based on the following General Terms & Conditions. Different rules shall only apply if agreed upon in writing or by e-mail between Gotham AG and the client.

2. Conclusion of Contract

Only such persons shall be entitled to enter into a contract with Gotham AG who are of legal age and not limited in their legal capacity at the time of conclusion of contract.

2.1 The internet offers from Gotham AG are a non-binding invitation to the Customer to order goods at Gotham AG.

2.2 By ordering goods in written form or via e-mail, the Customer submits a binding tender for the conclusion of a sales contract.

2.3 Gotham AG is entitled to accept this tender by sending an offer or an order confirmation. The order confirmation is sent in written form, usually via e-mail. There is no obligation to notify separately in order to reject the offer.

2.4 Assurances and warranted properties exist only if they have been expressly indicated as such by us. Notably information in catalogs, plans, drawings, DIN standards as well as weights and dimensions do not constitute warranted properties.

3. Delivery Times

3.1 All articles will be delivered at the dates mentioned in the order confirmation, provided they are available ex warehouse and only while supplies last. In case an article is not available at short notice, we will inform you by e-mail about the estimated delivery time, provided we have received your postal address beforehand. In the event of delivery delays like e. g. because of force majeure, traffic disruptions and orders from higher authorities or any other circumstances which Gotham AG cannot be blamed for, no claims for damages can be asserted against Gotham AG.

3.2 In case of subsequent amendments to the contract, which may affect the delivery time, the delivery time shall be extended within reason unless no special agreements have been made on this.

3.3 Insofar as we are responsible for failing to observe the assured deadlines and dates or are in default, the Buyer shall not have any claim for delay compensation!

4. Packaging and Shipping Costs

The packaging will be charged at cost price if not already included in product and delivery terms. We reserve the right to decide with each delivery if we take back the packaging. For details please see your order confirmation. Upon Customer request we can also perform express deliveries. The extra costs for this will be charged to the Customer. As a matter of principle, shipping shall be effected uninsured and for the Buyer's account.

5. Prices and Payment

5.1 For lack of a special agreement prices are to be understood ex works indicated warehouse. The statutory value added tax must be added. The additional costs for packaging and transport as well as for postage and, if applicable, insurance, customs etc. will be charged at cost price.

5.2 The prices quoted in our catalogs and other sales documents are valid at the respective time of publication of the relevant sales documents. Unless laid down explicitly as contractual content, these shall not be binding. We therefore reserve the right to alter prices after the catalog release and prior to the conclusion of contract.

5.3 The prices quoted in our offer or order confirmation respectively are based on our calculation which was valid at the time of the tender or order confirmation and are related to the actual contract.

5.4 We reserve the right to obtain credit information and to supply customers, in particular new customers, against prepayment.

5.5 If payment in advance has been agreed, payment must be received by us within 10 days after order-confirmation otherwise, we reserve the right to cancel the contract.

5.6 If payment on account has been agreed, invoices are due for payment on the billing date and payable within 30 days from billing date without any deductions. Payment must be effected free of charge to the supplier's account.

5.7 If the Buyer has failed to fulfil his payment obligation within the term specified in section 6, Gotham AG reserves the right to charge the additional dunning and handling expenses resulting thereof to the Customer.

5.8 If the Buyer is in default of payment, Gotham AG shall be entitled to claim default interest at the statutory rate. The right of Gotham AG to possibly assert further damage claims shall remain unaffected by this.

6. Title of Ownership

6.1 We reserve title of ownership of the sold goods until full payment of all our current and future receivables (secured claims) from the sales contract and an ongoing business relationship.

6.2 Prior to full payment of the secured claims, the goods under retention of title must neither be pledged to third parties nor placed in escrow as security. The Buyer must notify us immediately by e-mail, if and insofar as third parties intend to seize the goods in our property.

6.3 In the event of a conduct on behalf of the customer, which is not in conformity with the contract, especially in case of non-payment of the due purchase price, we shall be entitled to withdraw from the contract according to the legal provisions and to demand the return of the goods by virtue of the title of ownership and the withdrawal. Should the customer fail to pay the due purchase price, we may assert these rights only after fruitlessly setting the Buyer an adequate payment deadline, or if such a deadline is not required according to the legal provisions.

6.4 The Buyer is authorized to resell and/or process the goods under retention of title in the proper course of business. In this case the following provisions shall apply.

a) The retention of title covers any products resulting from processing, mixing or combining of our goods at their full value, whereby we shall be deemed as the manufacturer. If third parties retain title of ownership of goods which are processed, mixed or combined with third party goods, we shall acquire co-ownership in the ratio of the invoiced values of the processed, mixed or combined goods. Apart from that, the same shall apply to the resulting product as to the goods delivered under reservation of title.

b) The customer hereby assigns to us as security now and immediately any claims against third parties arising from the resale of the goods or products in full or to the extent of our possible co-ownership share pursuant to the above subsection. The obligations of the Buyer mentioned in section 2 shall also apply with regard to the assigned claims.

c) We and the Buyer shall remain to be authorized to collect the debt. However, we undertake not to recover the claim for as long as the Buyer complies with his payment obligations towards us, does not get into arrears with his payment, no application for the opening of insolvency proceedings has been filed and there is no other deficiency in his performance capacity and solvency. However, if any such circumstances arise, we can demand the Buyer to notify us about the assigned claims and their debtor, indicating all details needed for collection, handing over the relevant documents and informing the debtors (third parties) about the cession.

d) In the event of debt execution measures against the goods under reserve of title or the claims assigned beforehand, in particular seizure, or other third party actions, the Buyer must immediately notify us by handing over the documents required for an intervention or for lodging an appeal. If the third party is unable to reimburse us the court and/or out-of-court expenses incurred in this context, the Buyer shall be liable for this.

e) Furthermore, we shall be entitled to claim back the goods under reservation of title after fruitless dunning. In such case the Buyer shall be obliged to hand over the conditional goods to us.

g) The enforcement of the reservation of ownership and the seizure of the delivered goods by us shall not be regarded as a withdrawal from the contract. After recovering the goods we shall be entitled to freely dispose of them. The earnings from such disposal shall be offset against the Buyer's liabilities less reasonable disposal costs.

7. Warranty

7.1 The claims of the Buyer against Gotham AG arising from a defective commodity are subject to the applicable legal regulations.

7.2 The Buyer undertakes to inspect the goods on arrival for possible defects, and if any such defect is detected, he shall immediately notify Gotham AG accordingly. If later on the Buyer finds the article to be defective, he shall be obliged to inform Gotham AG immediately after discovering any such fault. If the Customer fails to report a defect, the goods shall be deemed as approved.

7.3 Damages to the goods, which the Buyer has caused by improper handling or handling contrary to the terms of the contract, shall not be regarded as defects. The pivotal factor for the imperfection and lack of conformity are the manufacturer's specifications on the goods.

7.4 Buyer's claims arising from a defect require that he has fulfilled his legal examination and reprimand duties.

8. Liability

8.1 Gotham AG is liable for cases of intent or gross negligence in accordance with the legal provisions only.

8.2 The provisions of the above subsection (8.1) extend to include damages in addition to performance, damages in lieu of performance and claims for damages due to wasted expenditures for whatever legal ground including liability for defects, delay or impossibility of performance.

9. Data Privacy

The data protection declaration of the Gotham AG is based on the terms used by the European legislator for the adoption of the General Data Protection Regulation (GDPR).

10. Documents, Third Party Property Rights, Copyrights

10.1 The Buyer shall be solely responsible for the correctness of the documents to be provided by himself, in particular samples, drawings etc. If the Buyer supplies us with details such as dimensions, weights, performance data or the likes, these will require our confirmation by e-mail.

10.2 It is the Buyer's sole responsibility to check if the documents supplied to him by us violate any third party rights, in particular industrial property rights and copyrights. If we are sued by third parties for the application, utilization or duplication of the documents and templates provided to us by the Buyer because of a violation of copyrights or industrial property rights or a breach of the Gesetz gegen den unlauteren Wettbewerb [Law on Unfair Competition], the Buyer shall be obliged to support us in our defense against such claims. Furthermore, he shall indemnify us for all damages arising thereof. The latter also include the expenses for attorneys' fees and legal proceedings.

10.3 The content and works on these pages, compiled by the website operators, are subject to Swiss copyright law. Any duplication, editing, dissemination and any kind of utilization outside the limits of the copyright law require the written consent of the respective author or creator respectively. Downloads and copies of this page are permitted only for the private, non-commercial use. As far as the content on this page was not created by the operators, third party copyrights will be observed. In particular third party content will be marked as such. However, if you should take notice of a copyright infringement, we ask you to let us know. As soon as we become aware of infringements, we will remove such contents immediately.

11. Content and Links on our Websites

11.1 The content on our websites were compiled with utmost care. However, we can assume no liability for the correctness, completeness and up-to-dateness of the content.. Obligations to remove or block the utilization of information under general law shall remain unaffected by this. However, any liability in this respect may be assumed only from the moment of gaining knowledge of a concrete infringement. As soon as we become aware of such infringements, we will remove such contents immediately.

11.2 The service on our homepage www.gotham.swiss offers links to external third party websites, on the contents of which we have no influence.

11.3 Therefore we can assume no responsibility for such external content. The respective provider or operator of the pages shall always be responsible for the content of the linked pages.

11.4 The linked pages were checked for potential infringements at the time of linking. Illegal content was not recognized at the time of linking. However, a permanent content control of the linked pages is not reasonable without any precise indications to an infringement. As soon as we become aware of infringements, we will remove such links immediately.

12. Place of Performance and Jurisdiction

12.1 The place of performance for all obligations from the contractual relationship and the place of jurisdiction shall be the place of business of Gotham AG Switzerland.

12.2 Any disputes which may arise from this legal relationship shall be settled under Swiss law. The application of the UN Sales Law (CISG) is excluded.

13. Validity of the GTC

Orders can only be placed through out communication platforms, email, fax and submitted order forms. In case a provision of these General Terms & Conditions or a provision within the framework of other agreements relating to the contract should be or become invalid, the validity of all other provisions or agreements shall not be affected thereby.

Dietikon Switzerland 18.October 2026 FA/hp

