

# GENERAL TERMS AND CONDITIONS

## 1 / GENERAL INFORMATION

Acheron sells exclusively to commercial resellers, military forces and government agencies.

These General Terms and Conditions (hereinafter referred to as “T&Cs”) apply exclusively to all relationships between Acheron AG, head-quartered in Zürich (hereinafter referred to as “Acheron”), and our customers (hereinafter referred to as “customer”). They form an integral part of every contract between Acheron and a customer. Any special contractual conditions requested by the customer will be explicitly vetoed. Changes or ancillary agreements to these T&Cs must be made in writing and be confirmed with a legally valid signature from Acheron.

## 2 / ORDER CONFIRMATION AND CONCLUSION OF CONTRACT

An order confirmation will be issued to the customer after receipt and acceptance of the order. The contract between Acheron and the customer will only be concluded when the order confirmation has been sent to the customer (also by e-mail). The order confirmation itself defines the content of our performance obligations (including delivery and price details as well as a product description). Offers (including offers on our website, on social media, in brochures, verbal information, etc.) are only binding if they are specifically denoted as being binding offers. Acheron might have to change delivery dates even after the contract has been concluded or even withdraw from the contract without compensation in the event of interruptions or sharp price increases in the supply chains.

## 3 / PERMITS

Should a business transaction require permits, then fulfilment of the contract by Acheron will depend on us receiving the necessary permits. The customer is obliged to obtain all of the permits that are required on his part and to send copies of these to Acheron. The costs incurred for any permits that Acheron needs to complete a business transaction shall be borne by the customer. Acheron is entitled to withdraw from the contract without paying compensation if a permit is refused. The customer shall not be entitled to claim damages in this case.

## 4 / PRICES

The prices published by Acheron’s head office in Zürich are in Swiss francs. All applicable taxes (including customs duties and VAT) and fees as well as the costs incurred for shipping, insurance, customs clearance, etc. shall be borne by the customer. Deductions from invoiced amounts are not permitted. Prices are subject to change without notice, however, the price listed at the time of conclusion of the contract shall always apply. Prices that are obviously in error are invalid. If the actual price is identifiable (e.g. in the event of a punctuation error), then the actual price shall apply.

## 5 / TERMS OF PAYMENT

If the customer is granted payment by invoice, then the payment period is 30 days from receipt of the invoice. Any agreements about other payment periods shall be confirmed in writing. After the payment deadline has expired, the customer will be considered in arrears even without any reminder being sent to him, and a default interest of 10% per annum will be due. In the event of late payment, Acheron reserves the right to withhold deliveries to the customer until all outstanding accounts have been settled. Offsetting customer claims against open invoices from Acheron is not permitted. Even if an advance payment has been made, full payment must still be made within the granted period, otherwise Acheron might withdraw from the contract without paying compensation.

Payment by invoice is a privilege and Acheron reserves the right to withdraw this privilege immediately and without comment if there is any suspicion of insolvency or if there is a proven record of poor payment.



## 6 / DELIVERY PERIOD

The delivery period shall commence after the order confirmation has been sent to the customer and Acheron has received any permits that the customer is obliged to provide. The delivery period will be deemed to have been met if the goods were handed over to the carrier at the agreed time or if the customer has been notified that the goods are ready for shipping. The delivery period shall be extended appropriately if events that complicate, delay or even make delivery impossible occur and such events cannot be prevented or averted by Acheron despite due care. Such events could be epidemics, mobilisation, war, riots, significant operational disruptions, accidents, illness, delayed or non-conforming delivery of commercial goods, necessary raw materials, semi-finished or finished products and tools, and official measures or omissions as well as natural events. The customer shall not be entitled to the payment of compensation or to terminate the contract in the event of delivery delays for which Acheron is not responsible.

## 7 / DELIVERIES

Acheron will select a suitable carrier in case the customer does not organise his own transport. The customer is responsible for insuring the goods. Acheron has no control over the delivery times. The customer shall not be entitled to compensation, price reductions or to terminate the contract in the event of delays caused by the transport service provider or customs clearance.

## 8 / TRANSFER OF RISK

Ex-works Zürich applies to all deliveries. This means that the risk passes to the customer when the delivery is made available for collection by the customer or the carrier. The customer is liable for any transport damage or loss of goods during transport. This also applies if Acheron has arranged the transport and the insurance.

## 9 / RIGHT OF RETURN AND CANCELLATION

Returning goods delivered in accordance with the order shall only be possible in exceptional cases and after obtaining prior written approval from Acheron.

If an order for goods specifically manufactured or procured by Acheron for the customer is cancelled, then Acheron is entitled to invoice the customer for all costs and expenses incurred up to this point in time. Deposits act as security for Acheron and are non-refundable in the event of the cancellation of an order by a customer.

## 10 / INSPECTION AND ACCEPTANCE OF DELIVERY, NOTIFICATION OF DEFECTS

The customer is obliged to carefully inspect the goods immediately upon receipt. The customer must report any defects, missing parts or deviations from the order confirmation in writing within 5 days of receipt of the goods. Otherwise, the delivery will be deemed to have been accepted. If, during the inspection, the delivery proves not to comply with the contract then the customer must give Acheron the opportunity to promptly rectify the defects. The customer shall have no further claims to damages, price reduction or contract termination due to defective delivery. The customer must immediately notify Acheron if defects, which the customer was unable to determine through a reasonable inspection of the goods, become apparent after the five-day period has expired. If the customer fails to do this, then the delivered goods will also be deemed to have been accepted despite such defects.

## 11 / WARRANTY

All products manufactured by Acheron are covered by a limited warranty for 30 years from the date of delivery to the end user. If the customer uses the delivered item himself, he is considered the end user. This warranty covers any damage to the delivered item caused by defective materials, defective workmanship or as a result of design errors that arise during normal use. Acheron will, at its own discretion, exchange or replace specific parts or entire products free of charge during this period. Replaced parts and products shall then become the property of Acheron. Normal wear and tear and damage caused by improper use (especially when reloaded ammunition was used), incorrect assembly or force majeure are all excluded from this guarantee. The customer shall bear the transport costs incurred for returning defective goods. This warranty is void if modifications or repairs are carried out by the customer himself or by third parties without obtaining prior written consent from Acheron.



## 12 / RETENTION OF OWNERSHIP

Ownership of the delivered goods shall only pass to the customer once the invoiced amount, including any interest, has been paid in full. Until this time, the customer holds the goods already delivered in trust for Acheron and must store them so that they are protected as best as possible against damage, loss or theft. Acheron's property in the customer's possession must be insured against loss and damage for the benefit of Acheron but at the customer's expense. Resale, pledging, disposal, etc., of the goods, which is covered by the retention of ownership, by the customer is not permitted unless a written declaration of consent has been obtained from Acheron (e.g. a consignment agreement).

## 13 / DATA PROTECTION

The customer accepts that Acheron is obliged to collect, process and save customer data for order processing purposes. Customer data is always treated confidentially and in compliance with the provisions stipulated in the Swiss data protection legislation. The customer must also accept that this data might have to be passed on to third parties both at domestically and abroad in order to obtain permits or to organise the transport and insurance and that Acheron has no control over the protection of any data that is passed on.

Acheron is obliged to provide information to the appropriate Swiss authorities in accordance with Articles 21 and 22 of the Federal Act on Weapons, Ammunition and Weapons Accessories.

## 14 / EXCLUSION OF LIABILITY

All customer claims, regardless of the reason for which they are lodged, are conclusively regulated under these T&Cs. Any claims for damages, reductions, cancellation of contract, etc., that are not expressly mentioned here are excluded. Under no circumstances shall the customer be entitled to lodge any claims for compensation for damage that has not occurred to the goods delivered by Acheron. This exclusion of liability shall not apply if it conflicts with statutory law.

## 15 / SEVERABILITY CLAUSE

Should specific provisions in these T&Cs prove to be wholly or partially invalid or ineffective, all of the other provisions shall remain unaffected by this. The provision in question shall be replaced by a provision that comes closest to the original content (economically as well).

## 16 / APPLICABLE LAW

All contracts between Acheron and the customer (with the exception of the retention of ownership) shall be exclusively subject to Swiss law to and shall exclude application of international private law, the Vienna Sales Convention and any other international treaties. The place of jurisdiction for all disputes arising from or relating to a contract (including any subsequent contract amendments) between Acheron and the customer shall remain 8048 Zürich, Switzerland. Acheron reserves the right to take legal action against the customer from this registered office. Retention of ownership shall remain enforceable at the place where the goods concerned are located.

These T&Cs shall supersede any and all previous versions of Acheron's T&Cs.

Acheron AG

Zürich, 7 March 2023