

General Terms and Conditions

1. Scope and Applicability

1.1 These General Terms and Conditions (hereinafter “GTC”) apply to all contracts, deliveries, and other services provided by VICI AG International (hereinafter “VICI”) to its customers, unless otherwise expressly agreed in writing.

1.2 These GTC are binding if they are specified as applicable in the quotation or order confirmation, or if they are otherwise agreed upon. Any conflicting terms and conditions of the customer shall not apply unless they are expressly accepted by VICI in writing.

2. Offer and Conclusion of the Contract

2.1 Offers from VICI are non-binding and subject to change without notice.

2.2 A contract is formed only when VICI confirms the customer's order in writing (including by email) or dispatches the ordered goods.

3. Prices and Payment Terms

3.1 Prices are ex works (EXW Incoterms 2020) and do not include packaging, shipping, and insurance costs, which will be billed separately. Prices do not include value-added tax or other taxes, unless expressly stated otherwise.

3.2 Payments are due in full within 30 days of the invoice date, without any deductions, unless otherwise agreed in writing. VICI reserves the right to require a partial payment or full payment in advance.

3.3 In the event of late payment, VICI reserves the right to charge default interest at a rate of 5% per annum, without prejudice to any other rights or claims.

3.4 Payments are accepted solely via bank transfer. VICI does not accept credit card payments, and all bank charges or transfer fees must be borne entirely by the customer.

4. Delivery

4.1 Delivery dates are non-binding estimates unless expressly agreed upon in writing as binding. VICI will make every effort to meet delivery dates but assumes no liability for delays.

4.2 The following Incoterms® 2020 apply:

- Switzerland: EXW Schenkon
- International: FCA Schenkon / Vigonza (Italy) for gas generators

5. Ownership retention

5.1 The delivered goods remain the sole property of VICI until the purchase price and all associated claims have been paid in full.

5.2 The customer is obligated to cooperate fully with any measures necessary to protect VICI's property rights.

6. Returns and Cancellations

6.1 Return Policy: Customers may return products within 14 days of receipt, provided they are unused, undamaged, and in their original packaging. Services, custom-made products, and specially ordered goods are excluded from the return policy.

6.2 Return Shipping Costs: The customer is responsible for the cost of return shipping, unless the return is due to an error by VICI.

6.3 Restocking Fee: VICI charges a restocking fee for returns as follows:

- 20% of the net order value
- 20% of the net order value for gas generators

6.4 Refunds: Once VICI has received and inspected the returned goods, the purchase price will be refunded within 14 days via the original payment method.

6.5 Cancellation: For services, custom-made products, or specially ordered goods, cancellation is not permitted once the order confirmation has been issued.

7. Transfer of Benefit and Risk

7.1 Time of Transfer: The benefits and risks are transferred upon delivery of the goods to the customer or to a third party designated by the customer.

7.2 Shipping Risk: For deliveries to the customer, the risk of loss or damage to the goods passes to the customer upon handover to the shipping provider. This applies even if VICI covers the shipping costs.

8. Obligation to Inspect and Notice of Defects

8.1 The customer must inspect the goods immediately upon receipt.

8.2 Any defects must be reported in writing within 20 days of delivery at the latest.

8.3 Otherwise, the goods are deemed to have been approved by the customer.

9. Warranty and Liability

9.1 VICI warrants that the goods conform to the agreed specifications and are free from material defects at the time of delivery.

9.2 The general warranty period is 12 months from the date of delivery.
For gas generators, the warranty period is 24 months from the date of delivery.

9.4 VICI's liability is limited to the repair or replacement of the defective goods. To the extent permitted by law, any further claims by the customer, in particular for damages or reimbursement of expenses, are excluded.

9.5 Products must be used exclusively for their intended purpose and in strict accordance with the specifications and instructions.

9.6 VICI reserve the right to hold the other party liable for gross negligence, willful misconduct, and mandatory statutory liability (e.g., product liability).

10. Import and Export Regulations

10.1 Compliance with Regulations: The customer is required to comply with all applicable import and export regulations in their country.

10.2 Permits: The customer is solely responsible for obtaining any necessary permits for the import or export of the products.

10.3 Restrictions: Products subject to export restrictions or sanctions may not be shipped to affected countries or to affected individuals. VICI is not liable for any violations of such regulations by the customer.

11. Compliance with Legal Requirements

11.1 Compliance with the Law: The customer agrees to use VICI's products or services only in accordance with all applicable legal provisions.

11.2 Disclaimer: VICI assumes no liability for damages resulting from the improper or unlawful use of its products or services.

11.3 Note: VICI is entitled to verify the customer's compliance with relevant legal regulations and to take legal action in the event of violations.

12. Force Majeure

12.1 VICI shall not be liable for any failure or delay in the performance of its obligations attributable to circumstances beyond VICI's reasonable control, including, but not limited to, natural disasters, acts of war, pandemics, supply chain disruptions, labor disputes, and government actions.

12.2 In such events, VICI is entitled to extend the delivery period by a reasonable duration or to terminate the contract in whole or in part without liability.

13. Confidentiality and Data Protection

13.1 Both parties undertake to treat all non-public information that becomes known to them in the course of the business relationship as strictly confidential and to use it solely for the purposes for which it was disclosed.

13.2 VICI processes personal data exclusively in compliance with applicable statutory data protection requirements.

14. Customer Cooperation

14.1 The customer is required to provide all information necessary for the execution and delivery of the contract in a timely manner. Any costs or delays resulting from a lack of cooperation shall be borne exclusively by the customer.

15. Jurisdiction and Governing Law

15.1 The place of jurisdiction for both the customer and VICI is VICI's registered office. However, VICI is entitled to bring legal action against the customer at the customer's registered office.

15.2 All contracts and general terms and conditions of delivery are governed by Swiss substantive law. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply. VICI strives to resolve any disputes with its customers amicably and by mutual agreement.

15.3 The German version of these terms and conditions is the legally binding version.

16. Final Provisions

16.1 If any provision of these Terms and Conditions is or becomes invalid, the validity of the remaining provisions shall remain unaffected. The invalid provision shall be replaced by a valid provision that most closely approximates the economic purpose of the invalid provision.

16.2 Any amendments or additions to these Terms and Conditions must be made in writing.