

## 1. Scope of application and validity

- 1.1 These General Terms and Conditions of Sale of Rittmeyer AG ("Rittmeyer") govern the conclusion, content and fulfilment of contracts for the sale of plants, hardware and software integrated therein ("Product" or "Products") and of contracts for the production of a work (German: *Werk*) ("Work" or "Works") between Rittmeyer and the purchaser ("Purchaser").
- 1.2 They shall be deemed to have been accepted when the Purchaser requests a quotation, places an order or when Rittmeyer confirms an order. General terms and conditions of the Purchaser or agreements that deviate from these General Terms and Conditions of Sale are only valid if they have been accepted in writing in advance by Rittmeyer.

## 2. Quotations, orders, cancellations and changes to orders

- 2.1 Quotations without a time limit for acceptance (period of validity) are non-binding.
- 2.2 If Rittmeyer's quotation is non-binding, no contract shall come into existence between Rittmeyer and the Purchaser until the date of acceptance on the part of Rittmeyer, i.e. either by Rittmeyer confirming the order in writing, by the parties signing a written contract or by the order being executed (delivery of the Product or commencement of the production of the Work).
- 2.3 Orders confirmed by Rittmeyer cannot be cancelled by the Purchaser. Changes to orders require written confirmation by Rittmeyer in accordance with clause 2.2.

## 3. Purchaser's duty to provide information regarding the regulations applicable in the country of destination

No later than on the date the order is placed, the Purchaser must inform Rittmeyer of all applicable statutory, official and other regulations and rules regarding the Products and Work to be delivered by Rittmeyer or their operation, as well as of the relevant health and safety regulations. If Rittmeyer does not receive the relevant information in due time, the Products and Work delivered by Rittmeyer need only comply with the regulations and rules in force at Rittmeyer's registered office. The Purchaser has no claims against Rittmeyer as a result of failure to provide information, provision of incomplete information or late provision of information.

## 4. Plans and technical documents

Rittmeyer reserves all rights to plans and technical documents that it provides to the Purchaser. The Purchaser acknowledges these rights and is obliged to refrain from making the documents available to third parties, in whole or in part, or from using them for purposes other than those for which they were provided, unless Rittmeyer has given its prior written consent.

## 5. Prices

- 5.1 All prices are quoted net, FCA Baar, Switzerland, according to Incoterms 2020, exclusive of VAT, without any deductions and in Swiss francs, euros or US dollars, as specified in the order confirmation. If no currency has been specified, prices are understood in Swiss francs.

Rittmeyer reserves the right to adjust prices if the Purchaser subsequently changes the nature or scope of the Products or Works ordered or in the event of delays for reasons set out in clause 7.2.

## 6. Payment terms

Invoices are payable net within 30 days from the date of the invoice in the currency agreed in accordance with clause 5.1 without any discounts for cash payments. No payments may be withheld, and the Purchaser waives the right to offset claims against counterclaims that have not been expressly accepted by Rittmeyer in advance.

- 6.1 If the Purchaser fails to meet the agreed payment deadlines, it shall be in payment default from the due date without the need for a reminder and shall owe default interest of 5% p.a. Rittmeyer reserves the right to claim further damages. Furthermore, Rittmeyer is entitled at any time until full payment of the purchase price to withhold performance, to assert its retention of title to the Products or movable Works delivered, to demand security for the purchase price by bank guarantee payable on first demand issued by a first-class Swiss bank at the expense of the Purchaser, and/or to withdraw from the contract and reclaim the Products or movable Works delivered under full indemnification. This shall also apply in the event of the Purchaser's insolvency.

## 7. Period for delivery and delivery date

- 7.1 Unless otherwise agreed in writing, the period for delivery or the delivery date stated in the order confirmation applies to the provision of the ordered Products or movable Work at Rittmeyer's business premises and is based on the circumstances at the time the period for delivery or the delivery date is set. The period for delivery shall commence when the Purchaser has completed the preparatory acts it is obliged to carry out and Rittmeyer is in possession, in particular, of all commercial and technical documents necessary for the uninterrupted and smooth provision of its services.
- 7.2 The period for delivery shall be extended accordingly:
  - a) if the Purchaser or third parties are behind schedule with the preparatory work to be carried out by them or are in default with regard to the performance of their contractual obligations and, in particular, if the Purchaser fails to comply with the terms of payment;
  - b) if Rittmeyer has not received the information required for the performance of the contract within the prescribed time limit or if such information is subsequently amended by the Purchaser; or
  - c) if, through no fault of Rittmeyer, obstacles arise (e.g. due to force majeure) at Rittmeyer or at third parties.

- 7.3 In the event of late delivery for any of the reasons referred to in clause 7.2, the Purchaser is not entitled to cancel the order or to claim compensation for any direct or consequential damage suffered or for loss of profit.
- 8. Default in acceptance**
- 8.1 The Purchaser must engage a carrier at the agreed time and place of delivery. In the event of a delay in the acceptance of the Products or the movable Works, the Purchaser shall indemnify Rittmeyer for all storage and other costs incurred thereby.
- 8.2 If the Products or movable Works ordered by the Purchaser are not called off in the quantity specified, Rittmeyer is entitled to withdraw from the contract, to demand the return of the Products or movable Work already delivered and to claim damages. Alternatively, Rittmeyer may require the Purchaser to provide a guarantee for the full price issued by a first-class Swiss bank, payable on first demand, in return for the supply of the remaining Products or Works.
- 9. Transfer of benefits and risks, transport, insurance**
- 9.1 The transfer of benefits and risks, transport, customs clearance and insurance of the Products and the movable Works shall be subject to Free Carrier (FCA) Baar, Switzerland, in accordance with Incoterms 2020.
- 9.2 The foregoing is without prejudice to any mandatory statutory or contractual provisions to the contrary.
- 10. Inspection and acceptance**
- 10.1 The Purchaser shall inspect the Products within ten working days after delivery in accordance with clause 7.1, and in the case of an assembly by Rittmeyer in accordance with clause 15 within five working days after completion of the assembly, and shall notify Rittmeyer in writing of any defects without delay. Works must be accepted within five working days of handover and Rittmeyer must be notified of any defects in writing without delay. If the Purchaser fails to inspect the Products within the prescribed time limit, fails to accept the Works within the prescribed time limit or fails to notify Rittmeyer of any defects within the prescribed time limit, they shall be deemed to have been approved without reservation. The same applies if Products or Works are put into operational use, processed or resold without prior inspection or acceptance.
- 10.2 Rittmeyer shall remedy any defects notified within the prescribed time limit at its sole discretion either by repairing/taking remedial action or by supplying a replacement. Rittmeyer reserves the right to make changes in design and execution in the event that it repairs/takes remedial action. Other rights in respect of defects are expressly excluded.
- 10.3 By separate agreement, an acceptance test may be carried out in the presence of Rittmeyer.
- 11. Warranty and liability**
- 11.1 Subject to clause 3, Rittmeyer warrants that, for a period of twelve months, the Products and Works delivered are free from legal defects and defects in terms of material or workmanship which invalidate or materially impair their fitness for the intended use. The warranty period for Products starts at the end of the period for delivery or on the delivery date pursuant to clause 7.1, the warranty period for Products with whose assembly the Purchaser has commissioned Rittmeyer in accordance with clause 15 starts after completion of the assembly, and the warranty period for Works starts from the date of acceptance. Unless otherwise expressly provided for by Rittmeyer in the written order confirmation, no additional warranties or undertakings other than the present warranty has been provided. There is no warranty for wearing parts and for defects in Products and Works that result from normal wear and tear.
- 11.2 The warranty expires
- a) if the Purchaser does not notify Rittmeyer of a defect in writing without delay after its discovery;
  - b) if the Purchaser or a third party commissioned by the Purchaser carries out modifications or repairs;
  - c) in the event of improper use, treatment or maintenance;
  - d) if, in the event of a defect, the Purchaser fails to promptly take all appropriate measures to mitigate the damage and does not give Rittmeyer the opportunity to remedy the defect; or
  - e) if the Purchaser fails to make available to Rittmeyer the Products or the movable Works that are the subject of the complaint without delay or fails to provide Rittmeyer with access to the immovable Work for purposes of inspection without delay.
- 11.3 If the complaint is justified, Rittmeyer will remedy the defect within a reasonable period of time, at its sole discretion, either by taking remedial action or by supplying a replacement. Replaced Products or movable Works or parts thereof will be taken back by Rittmeyer without compensation.
- 11.4 Once the defect has been rectified, the warranty period for the part of the Product or Work affected by the defect starts afresh. The new warranty period ends no later than 24 months after the beginning of the original warranty period in accordance with clause 11.1.
- 11.5 In the event that Purchaser requested that subcontractors provide goods or services, Rittmeyer's warranty obligations shall be limited in scope to those of the subcontractors in question.
- 11.6 Any further warranty claims of the Purchaser or warranty claims other than those provided for in this clause 11 are expressly excluded.
- 11.7 Rittmeyer shall only be fully liable for any loss or damage caused by gross negligence or wrongful intent, fraudulently concealed defects and personal injury. In the event of slight or moderate negligence, Rittmeyer's liability shall not exceed twice the value of the Product or Work affected by the defect. Liability for indirect or consequential damage and pure financial losses such as loss of profit is excluded. Rittmeyer shall not be liable for assembly services pursuant to clause 15, which are carried out by Rittmeyer according to the instructions and/or under the supervision of the Purchaser.
- 12. Non-disclosure**
- 12.1 The Purchaser undertakes to refrain from using the business secrets and business or technical information made available in dealings with third parties, irrespective of whether they have been labelled as confidential or not. Trade secrets and business or technical information must be kept secret from third parties as long as there is no evidence to show that they are in the public domain or the Purchaser has not been authorised by Rittmeyer to disclose them. The Purchaser may disclose the trade secrets and commercial or technical information internally only to those persons who necessarily need to be involved in their use.

The Purchaser is not permitted to copy the trade secrets and commercial or technical information, to use them commercially or to reverse engineer the Products or Works without the prior written consent of Rittmeyer.

- 12.2 The Purchaser shall notify Rittmeyer without delay if it becomes aware that trade secrets and commercial or technical information have been disclosed to third parties. The Purchaser shall do everything in its power to prevent any further dissemination and instigate the deletion of the trade secrets and commercial or technical information.
- 12.3 Upon Rittmeyer's request, the Purchaser shall return to Rittmeyer, delete or destroy all trade secrets and commercial or technical information. Rittmeyer reserves all rights to trade secrets and commercial or technical information (in particular copyrights).
- 12.4 The Purchaser's confidentiality obligations under this clause 12 shall continue to apply after the contract has terminated.

### **13. Data protection**

- 13.1 The Purchaser processes only essential personal data as is necessary for the order. The Purchaser is responsible for compliance with applicable data protection laws.
- 13.2 The Purchaser is responsible for the safe storage of personal data.

### **14. Software**

If the Work or the Product also includes software, the Purchaser shall be granted the non-exclusive right to use the software together with the Work or Product. The Purchaser is not entitled to process, reverse engineer or make copies of the software. In the event of an infringement, Rittmeyer may revoke the right of use.

### **15. Assembly, installation and commissioning**

If Rittmeyer is also tasked with the assembly, installation and/or commissioning of the Products or Works (hereinafter "Assembly"), the following terms and conditions shall apply in addition:

#### **15.1 Preparations, support staff, tools**

- 15.1.1 The Purchaser shall carry out the necessary structural and other preparations for the Assembly in the proper way, in good time and at its own expense and shall provide the necessary resources (e.g. tools) free of charge. The Purchaser is obliged to brief Rittmeyer and its staff members about its plant and to point out any special features and any hazards.
- 15.1.2 The Purchaser shall provide Rittmeyer's staff members with a lockable room for the storage of building materials, tools, etc. and shall store the Products supplied by Rittmeyer in an appropriate manner until their assembly.
- 15.1.3 At the request of Rittmeyer, the Purchaser shall make the necessary staff available at its own expense.

#### **15.2 Delays, work at the request of the Purchaser, manipulations carried out on the plant**

- 15.2.1 If the start or execution of Assembly services is delayed through no fault of Rittmeyer, the additional costs incurred by Rittmeyer as a result will be invoiced in addition.
- 15.2.2 During the Assembly, a plant operator designated by the Purchaser must be on site. The plant operator is responsible for all manipulations carried out on the plant.

#### **15.3 Prices for Assembly services**

- 15.3.1 For Assembly services provided in Switzerland, the prices set out in Rittmeyer's current "Price list for services (installation, commissioning, troubleshooting in Switzerland)", as amended from time to time, shall apply. The prices for Assembly services outside of Switzerland are subject to a separate written agreement.
- 15.3.2 If Rittmeyer carries out Assembly services for an agreed lump sum in Switzerland, any additional services not caused by Rittmeyer will be invoiced according to Rittmeyer's current "Price list for services (installation, commissioning, troubleshooting in Switzerland)", as amended from time to time.

### **16. Maintenance and overhaul**

Maintenance and overhaul of the Products and/or Works are the subject of a separate maintenance contract. The foregoing is without prejudice to clause 11 concerning the rectification of defects.

### **17. Applicable law and jurisdiction**

- 17.1 Contracts between Rittmeyer and the Purchaser shall be governed exclusively by Swiss substantive law, to the exclusion of its conflict of laws provisions and in particular of the Swiss Federal Act of 18 December 1987 on Private International Law. The Vienna Sales Convention is expressly excluded and shall not apply.
- 17.2 To the extent permitted by law, the exclusive place of jurisdiction for all disputes arising out of or in connection with a contract between Rittmeyer and the Purchaser shall be at the registered office of Rittmeyer. However, Rittmeyer is free to bring the matter before other courts.