

## General Terms and Conditions of Business of SCHOELLKOPF KONFEKTIONS AG

### 1. General

The following Terms and Conditions shall apply to all business relations and services of SCHOELLKOPF Konfektions AG (hereinafter referred to as "SCHOELLKOPF"). General terms and conditions of contractual partners shall only be binding if SCHOELLKOPF expressly accepts them in writing. In placing a contract or order and/or accepting goods/services, the contractual partner (hereinafter "the customer") accepts the General Terms and Conditions of Business of SCHOELLKOPF.

### 2. Offers / pricing

- a. All prices are exclusive of value-added tax.
- b. Unless otherwise stated, offers shall generally be valid for three months.
- c. SCHOELLKOPF shall invoice the customer at the time of delivery. The invoice shall be due for payment by the stated deadline but no later than within 30 days of the invoice date.
- d. Unless otherwise agreed, services shall be invoiced according to the expenses incurred plus all additional costs.
- e. If a flat rate has been agreed for services provided by SCHOELLKOPF, all work carried out that exceeds the agreed scope of services shall be paid for separately by the customer.

### 3. Conclusion of contract and content / transfer of benefit and risk / acceptance of goods

- a. The conclusion of a contract shall be confirmed in writing by SCHOELLKOPF in each case (hereinafter "order confirmation").
- b. The scope of the rights and obligations of the contracting parties shall be determined exclusively by the written order confirmation from SCHOELLKOPF. Any changes thereto must be made in writing. Secondary agreements entered into verbally shall be invalid.
- c. The benefit and risk shall pass to the customer upon the handover of the goods in the case of collection purchases and upon the dispatch of the goods ex works of SCHOELLKOPF, or ex works of third party suppliers in the case of deliveries.
- d. All ancillary costs shall be borne by the customer and are not included in the scope of services (transport costs, insurance, taxes etc.).
- e. If a purchase is concluded on call, the customer shall be obliged to accept the ordered goods within one year of the order confirmation being issued.

### 4. Notification of defects / warranty

- a. Only those properties that are expressly designated as such in the relevant data sheets and/or test reports according to the offer and/or order confirmation shall be considered as guaranteed by SCHOELLKOPF. Values from tests and/or data sheets that are not accepted by SCHOELLKOPF and its producer partners shall not be recognised. The guarantee shall be valid until expiry of the warranty period at the latest.
- b. The customer must inspect the delivered goods immediately. Notices of defects must be submitted in writing within 5 days of delivery at the latest, and within 5 days of discovery in the case of hidden defects. The notification must be accompanied by the invoice number and the roll and/or batch number. In the event of late notification of defects, the deliveries and services shall be deemed to have been approved.
- c. The warranty period is 12 months. In the case of timely and justified notices of defects SCHOELLKOPF has the right to choose between rectifying the defects, reducing the

price appropriately or supplying a replacement. Defects in a part of SCHOELLKOPF's performance shall not entitle the customer to reject the performance as a whole.

- d. SCHOELLKOPF's warranty obligation shall expire if the goods have been used improperly, if they have been altered by third parties, or if the customer, in the event of a defect, does not immediately take all suitable measures to reduce the damage and give SCHOELLKOPF the opportunity to remedy the defect.

## 5. Limitation of liability

- a. Consultations, calculations, verifications, measurements and the resulting technical proposals shall be understood as preliminary measurements, shall correspond to the best knowledge of the employees of SCHOELLKOPF and shall be free of charge. They shall be based on the information provided and shall only be valid for the specific system or structure described including geometry, loads, floors, geosynthetics etc. with all their characteristic values as well as construction phases, load and operating time. Liability claims against SCHOELLKOPF or its employees cannot be derived from this. The parameters, geometry and loads are to be checked prior to construction. In the event of deviations, the calculations shall be checked/carried out again. This may result in changes in the products to be used. Changes and deviations may endanger stability and/or usability. All specifications must be set and approved by the project managers.
- b. The customer is obligated to inform SCHOELLKOPF in advance of all fundamentals essential for consultation and/or quotation. SCHOELLKOPF shall only be liable for the consequences of errors, in particular for the consequences of insufficient or incorrect advice being given to the customer, if these consequences are based on intent or gross negligence.
- c. As far as legally permissible, the scope of liability is limited to the value of the goods in the respective contract.
- d. Any further liability is excluded. In particular and not exhaustively, SCHOELLKOPF shall not assume any liability for:
  - Consequential damages, third-party costs, recourse claims etc. of the customer.
  - Claims arising from recommendations, product developments, offers, etc. of SCHOELLKOPF that are due to missing, incomplete, contradictory, false, unclear and/or improper documentation from the customer or third parties.
  - Claims arising from delays in delivery dates, construction site obstructions, etc. that are due to testing and clarification of the purchased goods.
- e. The exclusion and limitation of liability shall not apply in the event of intent, gross negligence, fraudulent concealment of a defect, injury to life or health, or in the event of liability under product liability. Furthermore, the exclusion of liability shall not apply in cases where SCHOELLKOPF is liable under other mandatory statutory provisions. However, the exclusion of liability shall also apply with regard to SCHOELLKOPF's agents.

## 6. Delivery times

- a. SCHOELLKOPF shall endeavour to comply with delivery dates but no binding assurances can be given that all times will be complied with.
- b. Claims for damages by the customer in the event of late delivery are hereby excluded. This exclusion shall not apply to unlawful intent or gross negligence on the part of SCHOELLKOPF, but the exclusion shall apply in any case in relation to agents of SCHOELLKOPF.

**7. Force majeure**

- a. In the event of force majeure, i.e. events beyond the control of the affected party that significantly impair or make impossible the proper provision of its services, such as, in particular, official orders and measures, interruption of operations, labour disputes, transport problems, epidemics, pandemics, natural disasters, etc., the affected party must notify the other party in writing as soon as possible of the nature of the event in question and its likely duration.
- b. With the exception of obligations to pay sums of money, the affected party shall be released from the ordinary obligation to perform its services for the duration of the occurrence in question, but must resume the provision of services when the occurrence ceases to apply.
- c. The parties shall strive in good faith to reduce as far as possible the impact of any occurrence of force majeure.

**8. Retention of title / prohibition of set-off**

- a. The goods delivered by SCHOELLKOPF shall remain its sole property until full settlement of all its claims arising from the mutual business relationship. The customer may not pledge the goods to third parties or assign them as security. The customer authorises SCHOELLKOPF, as of conclusion of the contract, to make the entry in the retention of title register in accordance with Article 715 of the Swiss Civil Code (ZGB).
- b. The offsetting of counterclaims of the customer against claims of SCHOELLKOPF is excluded.

**9. Place of jurisdiction / applicable law**

- a. **The exclusive place of jurisdiction** shall be the place at which **SCHOELLKOPF has its registered office**.
- b. The legal relationship shall be subject to substantive **Swiss law** excluding the conflict of laws provisions and the Vienna Convention on the International Sale of Goods.