

General Terms and Conditions for Machinery and Plants

1. General

- 1.1 The following General Terms and Conditions apply to the contractual relationship (hereinafter referred to as the "Contract") between Gericke AG (hereinafter referred to as the "Contractor") and the Customer (both together referred to as the "Parties").
- 1.2 The Contract shall be deemed to have been concluded as soon as the Customer has received the written order confirmation issued by the Contractor. Offers of the Contractor which do not contain a time limit for acceptance by the Customer shall not be binding.
- 1.3 These General Terms and Conditions are binding if they are declared applicable in the offer or in the order confirmation. Any amendment to these General Terms and Conditions, any deviation therefrom and any supplementary or deviating terms and conditions of the Customer shall only be valid if they have been expressly accepted by the Contractor in writing.
- 1.4 All agreements, amendments to the Contract and legally relevant declarations by the Parties must be in writing in order to be valid. Declarations in text form which are transmitted or recorded by electronic media shall be deemed equivalent to the written form if specifically agreed by the Parties.
- 1.5 The General Terms and Conditions shall remain binding even if individual conditions become invalid. Should any provision of these Terms and Conditions of Supply prove to be invalid in whole or in part, the Parties shall replace such provision by a new agreement which comes as close as possible to its legal and economic success.

2. Offers

- 2.1 Brochures and catalogues are not binding unless otherwise agreed. Specifications in technical documents are only binding insofar as they have been expressly assured. The documents belonging to the offers such as illustrations, drawings and weight specifications etc. are only approximately authoritative and therefore non-binding.
- 2.2 If, in exceptional cases, we provide plans or technical information to the Customer or third parties without special charge, this is done to the best of our knowledge, but without guarantee. Any liability on our part for possible errors and their consequences is excluded.

3. Technical documentation and intellectual property

- 3.1 Each Party reserves all rights to plans and technical documents which it has handed over to the other. The receiving Party recognises these rights and will not make the documents available to third parties, in whole or in part, or use them outside the purpose for which they were handed over to it without the prior written authorisation of the other Party. The confidentiality obligation does not apply to the extent that the documents concerned are already public knowledge or were already in the possession of the receiving Party at the time of handover by the other Party or were made available to the receiving Party by a third party which has no confidentiality obligation towards the other Party.
- 3.2 Unless otherwise agreed in the Contract, all Intellectual property originating from the Contractor or used or newly developed in connection with the Contract shall remain with the Contractor. The Customer shall have the right to use such intellectual property solely for the purpose of using, maintaining or repairing the works.

4. Contract conclusions

- 4.1 Contracts concluded by our representatives are only binding for us upon our written confirmation.
- 4.2 All orders are accepted on condition that the Customer is fully solvent. If this condition proves to be incorrect, we reserve the right to demand sufficient security, possibly cash payment, before delivery and to withhold our deliveries until the requested security or cash payment has been provided.

5. Scope and execution of deliveries and services

- 5.1 The Contractor's deliveries and services are exhaustively listed in the order confirmation, including any enclosures thereto. All changes to the scope of delivery must be made in writing (by means of a change request) and must be confirmed in writing by both Parties.
- 5.2 The Customer shall provide the Contractor at his own expense with all official permits, authorisations and the like required in connection with the work or results or their use.
- 5.3 The Customer shall grant the Contractor access to plant and equipment to the extent necessary for the execution of the respective order.

6. Regulations in the country of destination and protective devices

- 6.1 The Customer shall draw the Contractor's attention to the regulations and standards relating to the execution of the deliveries and services, to the operation and to the prevention of illness and accidents at the latest when placing the order.

- 6.2 In the absence of an agreement in accordance with Clause 6.1, the deliveries and services shall comply with the regulations and standards at the Contractor's place of business. Additional or other protective devices are supplied insofar as this is expressly agreed.

7. Prices

- 7.1 The contractually fixed prices refer to the deliveries and work expressly agreed in scope and execution. Services that are not included in the Contract or the relevant offer will be charged separately.
- 7.2 Unless otherwise agreed, all prices are net, ex works, without packaging, in freely available Swiss francs, without any deductions. All ancillary costs, e.g. for freight, insurance, export, transit, import and other permits as well as certifications shall be borne by the Customer. Likewise, the Customer shall bear all types of taxes, levies, fees, customs duties and the like as well as the related administrative costs which are charged in connection with the Contract or its performance. Insofar as such costs, taxes, etc. are levied on the Contractor or his auxiliary persons, these shall be reimbursed by the Customer upon presentation of the relevant documents.
- 7.3 The Contractor reserves the right to adjust prices if there is a significant change in wage rates or material prices between the time of the offer and the contractual performance. An appropriate price adjustment shall also be made if:
- the delivery period is subsequently extended for one of the reasons stated in Clause 10.3, or
 - the nature or scope of the agreed deliveries or services have undergone a change, or
 - the material or the execution are subject to changes because the documents supplied by the Customer did not correspond to the actual conditions or were incomplete, or
 - laws, regulations, principles of interpretation or application have undergone a change, or
 - acceleration measures become necessary for one of the reasons mentioned in Clause 10.3

8. Terms of payment

- 8.1 Payments shall be made by the Customer in accordance with the agreed terms of payment at the Contractor's domicile without deduction of discounts, expenses, taxes, duties, fees, customs duties and the like.
- 8.2 The payment dates shall also be observed if transport, delivery, assembly, commissioning or acceptance of the deliveries or services is delayed or rendered impossible for reasons for which the Contractor is not responsible or if insignificant parts are missing or if reworking proves necessary which does not render the use of the deliveries impossible.
- 8.3 If the down payment or the securities to be provided upon conclusion of the Contract are not paid in accordance with the Contract, the Contractor shall be entitled to adhere to the Contract or to withdraw from the Contract and in both cases to claim damages. If the Customer is in arrears with a further payment for any reason whatsoever, or if the Contractor has serious reasons for fearing that he will not receive the Customer's payments in full or on time due to circumstances arising after the conclusion of the Contract, the Contractor shall be entitled, without limiting his statutory rights, to suspend further performance of the Contract and to withhold deliveries ready for shipping; this shall apply until new terms of payment and delivery have been agreed and the Contractor has received sufficient security. If such an agreement cannot be reached within a reasonable period of time or if the Contractor does not receive sufficient securities, he shall be entitled to withdraw from the Contract and to claim damages. This shall also apply in the event that, as a result of force majeure, mobilisation, war, revolution, pandemics, epidemics or unrest of any kind, etc., the fulfilment of the agreed payments is in question.
- 8.4 If the Customer fails to comply with the agreed payment dates, he shall, without reminder, pay interest from the date of the agreed due date in accordance with the interest rates customary at the Customer's domicile, but not less than 5%. The right to compensation for further damage is reserved.

9. Retention of title

The Contractor remains the owner of all his deliveries until he has received the payments in full according to the Contract. The Customer shall be obliged to cooperate in any measures required to protect the Contractor's property; in particular, upon conclusion of the Contract he shall authorise the Contractor, at the Customer's expense, to enter or note the reservation of title in public registers, books or the like in accordance with the laws of the country concerned and to comply with all formalities in this respect.

The Customer shall maintain the delivered items at own expense for the duration of the retention of title and insure them for the benefit of the Contractor against theft, breakage, fire, water and other risks. He shall also take all measures to ensure that the Contractor's title is neither impaired nor cancelled.

10. Delivery period

- 10.1 The delivery period shall commence as soon as the Contract has been concluded, all official formalities such as import, export, transit and payment permits have been obtained, the payments and any securities to be provided at the time of ordering have been made and the essential technical points have been settled. The delivery period shall be deemed to have been complied with if the notification of readiness for shipping has been sent to the Customer by the time of its expiry.

10.2 Compliance with the delivery period shall be conditional upon fulfilment of the contractual obligations by the Customer.

10.3 The delivery period shall be extended accordingly:

- a) if the Contractor does not receive the information required for the performance of the Contract in good time, or if the Customer subsequently changes it and thus causes a delay in the deliveries or services;
- b) if obstacles arise which the Contractor cannot avert despite exercising due care, irrespective of whether they arise at the Contractor's premises, at the Customer's premises or at the premises of a third party. Such obstacles are, for example, epidemics, mobilisation, war, civil war, acts of terrorism, riots, political unrest, revolutions, sabotage, significant operational disruptions, accidents, labour disputes, delayed or defective delivery of the necessary raw materials, semi-finished or finished products, measures or omissions by authorities, governmental or supranational bodies, embargoes, unforeseeable transport obstacles, fire, explosion, natural events, power shortages, telecommunications failures;
- c) if the Customer or third parties are in arrears with the work to be carried out by them or with the fulfilment of their contractual obligations, in particular if the Customer does not comply with the terms of payment.

10.4 The Customer shall be entitled to claim liquidated damages for delayed deliveries insofar as a delay was demonstrably caused by the Contractor and the Customer can prove damage as a result of this delay. If the Customer receives a replacement delivery, the claim to compensation for delay shall lapse.

The liquidated damages shall amount to a maximum of 0.5% for each full week of delay, but not more than 5% in total, calculated on the contract price of the delayed part of the delivery. The first two weeks of delay do not give entitlement to compensation for delay.

10.5 If a specific date has been agreed instead of a delivery period, this date shall be equivalent to the last day of a delivery period; Clause 10.1 to 10.4 shall apply analogously.

10.6 The Customer shall not have any rights and claims due to delay in deliveries or services other than the rights and claims expressly set out in this Clause 10. This restriction does not apply to unlawful intent or gross negligence on the part of the Contractor, but it does apply to auxiliary persons.

11. Packaging

The packaging shall be invoiced separately by the Contractor and shall not be taken back. However, if it has been designated as the property of the Contractor, it must be returned by the Customer carriage paid to the place of departure.

12. Transfer of benefit and risk

12.1 Unless otherwise agreed, benefit and risk shall pass to the Customer at the latest upon shipping of the deliveries ex works (EXW according to Incoterms, version 2020).

12.2 If shipping is delayed at the request of the Customer or for other reasons for which the Contractor is not responsible, the risk shall pass to the Customer at the time originally foreseen for delivery ex works. From this time on, the deliveries shall be stored and insured for the account and at the risk of the Customer.

13. Shipping, transport and insurance

13.1 The Contractor must be informed in good time of any special requests regarding shipping, transport and insurance. Transport shall be for the account and at the risk of the Customer.

13.2 Complaints in connection with shipment or transport shall be addressed by the Customer to the last carrier immediately upon receipt of the deliveries or the shipping documents.

13.3 Insurance against damage of any kind is the responsibility of the Customer.

14. Inspection and acceptance of deliveries and services

14.1 The Contractor shall inspect the deliveries and services as far as usual before shipping. If the Customer requires further tests, these shall be specially agreed and paid for by the Customer.

14.2 The Customer shall inspect the deliveries and services within a reasonable period of time and notify the Contractor of any defects in writing without delay. If he fails to do so, the deliveries and services shall be deemed to have been approved.

14.3 The Contractor shall remedy the defects notified to him in accordance with Clause 14.2 within a reasonable period of time and the Customer shall give him the opportunity to do so. After the defects have been remedied, an acceptance test shall take place at the request of the Customer or the Contractor in accordance with Clause 14.4.

14.4 The performance of an acceptance test as well as the determination of the conditions applicable thereto shall - subject to Clause 14.3 - require a special agreement. Unless otherwise agreed, the following shall apply:

- The Contractor shall notify the Customer in good time of the performance of the acceptance test so that the Customer or his representative can attend.
- A record of the acceptance shall be drawn up and signed by the Customer and the Contractor or their representatives. This shall state that acceptance has taken place or that it has only taken place with reservations or that the Customer refuses it. In the latter two cases, the asserted defects shall be recorded individually in the protocol.
- The Customer may not refuse acceptance and signature of the acceptance protocol due to minor defects, in particular those which do not significantly impair the functionality of the deliveries or services. Such defects shall be remedied by the Contractor within a reasonable period of time.
- In the event of substantial deviations from the Contract or serious defects, the Customer shall give the Contractor the opportunity to remedy them within a reasonable period of grace. Then another acceptance test takes place.
- If this in turn reveals significant deviations from the Contract or serious defects, the Customer may, in the event that the Parties have agreed on a price reduction, compensation payment or other performance in this respect, demand this from the Contractor. If, however, the defects or deviations revealed by this inspection are so serious that they cannot be remedied within a reasonable period of time and if the deliveries and services are completely unusable for the purpose for which they were notified, the Customer shall be entitled to refuse acceptance of the defective part or, if partial acceptance is economically unreasonable for him, to withdraw from the Contract. The Contractor can only be obliged to refund the amounts that have been paid to him for the parts affected by the withdrawal.

14.5 Acceptance shall then also be deemed to have taken place,

- if the Customer does not participate in the acceptance despite prior request;
- if the acceptance test cannot be carried out on the scheduled date for reasons for which the Contractor is not responsible;
- if the Customer refuses acceptance without being entitled to do so;
- if the Customer refuses to sign an acceptance report drawn up in accordance with Clause 14.4;
- as soon as the Customer makes commercial use of the Contractor's deliveries or services.

14.6 Due to defects of any kind in deliveries or services, the Customer shall have no rights and claims other than those expressly stated in Clause 14.4 and Clause 15 (warranty, liability for defects).

15. Warranty, liability for defects

15.1 Warranty period

The warranty period is 12 months. It begins with the shipping of the deliveries ex works or with the possibly agreed acceptance of the deliveries and services or, insofar as the Contractor has also undertaken the assembly, with the completion thereof. If shipping, acceptance or assembly are delayed for reasons for which the Contractor is not responsible, the warranty period shall end at the latest 18 months after notification of readiness for shipping.

For replaced or repaired parts, the warranty period starts anew and lasts 6 months from replacement, completion of repair or from acceptance, but at most until the expiry of a period which is twice the warranty period according to the previous paragraph.

The warranty shall expire prematurely if the Customer or third parties carry out modifications or repairs or if the Customer, if a defect has occurred, does not immediately take all appropriate measures to mitigate the damage and give the Contractor the opportunity to remedy the defect.

15.2 Liability for defects in material, construction and execution

The Contractor undertakes, at the written request of the Customer, to repair or replace as quickly as possible, at the Contractor's option, all parts of the Contractor's deliveries which are shown to be defective or to have become unusable before the expiry of the warranty period as a result of bad materials, faulty design or workmanship. Replaced parts shall become the property of the Contractor unless the Contractor expressly waives this right. The Contractor shall bear the costs of rectification within the framework of proportionality, insofar as they do not exceed the usual transport, personnel, travel and accommodation costs as well as the usual costs for the installation and removal of the defective parts.

15.3 Liability for warranted characteristics

Warranted characteristics are only those which have been expressly designated as such in the order confirmation or in the specifications. The assurance shall apply at the longest until the expiry of the warranty period. If an acceptance test has been agreed, the assurance shall be deemed to have been fulfilled if proof of the relevant properties has been provided on the occasion of this test.

If the warranted characteristics are not or only partially fulfilled, the Customer shall first be entitled to immediate rectification by the Contractor. The Customer shall grant the Contractor the necessary time and opportunity to do so.

If this rectification is unsuccessful or only partially successful, the Customer shall be entitled to the compensation agreed for this case or, if no such agreement has been made, to an appropriate reduction of the price. If the defect is so serious that it cannot be remedied within a reasonable period of time, and if the deliveries or services are completely unusable for the purpose notified, the Customer shall have the right to refuse acceptance of the defective part or, if partial acceptance is economically unreasonable for him and he notifies this immediately, to withdraw from the Contract. The Contractor can only be obliged to refund the amounts that have been paid to him for the parts affected by the withdrawal.

15.4 Exclusions from liability for defects

Excluded from the warranty and liability of the Contractor are damages which cannot be proven to have arisen as a result of poor

material, faulty design or defective workmanship, e.g. as a result of natural wear and tear, inadequate maintenance, disregard of operating instructions, excessive stress, unsuitable operating materials, chemical or electrolytic influences, construction or assembly work not carried out by the Contractor, and as a result of other reasons for which the Contractor is not responsible.

15.5 Deliveries and services from subcontractors

For deliveries and services of subcontractors prescribed by the Customer, the Contractor shall assume the warranty only within the scope of the warranty obligations of the relevant subcontractor.

15.6 Exclusivity of warranty claims

Due to defects in material, construction or design as well as due to the absence of warranted characteristics, the Customer shall have no rights and claims other than those expressly mentioned in Clauses 15.1 to 15.5.

If the Customer has given notice of a defect and if no defect for which the Contractor is responsible can be ascertained, the Customer shall owe the Contractor the remuneration for the work as well as reimbursement of further expenses and costs.

15.7 Liability for collateral duties

The Contractor shall only be liable for claims of the Customer due to defective advice and the like or due to breach of any ancillary obligations in the event of unlawful intent or gross negligence.

16. Product liability

16.1 The delivery may only be used for the application specified in the Contractor's quotation or order confirmation (bulk material, capacity, temperature, pressure conditions, etc.). For other cases of need, our written consent must be obtained in advance.

16.2 If the delivery is intended for installation in a system, its commissioning is prohibited until the conformity of the system into which it is to be installed has been established in accordance with the relevant product safety regulations, in particular the Machinery Directive 2006/42/EC.

17. Non-performance, poor performance and their consequences

17.1 In all cases of defective performance or non-performance not expressly provided for in these Conditions, in particular if the Contractor starts the performance of the deliveries and services so late without any reason that timely completion is no longer foreseeable, if performance contrary to the terms of the Contract attributable to the fault of the Contractor is foreseeable, or if deliveries or services have been performed contrary to the terms of the Contract through the fault of the Contractor, the Customer shall be entitled to grant the Contractor a reasonable period of grace for the deliveries or services concerned, on pain of rescission in the event of failure to perform. If this period of grace expires unused due to the fault of the Contractor, the Customer may rescind the Contract with respect to the deliveries or services which have been performed in breach of the Contract or the performance of which in breach of the Contract is foreseeable and claim back the relevant part of the payments already made.

17.2 In such a case, the provisions of Clause 22 shall apply with regard to any claim for damages by the Customer and the exclusion of further liability; the claim for damages shall be limited to 10% of the Contract price of the deliveries and services for which the withdrawal is made.

18. Termination of the Contract by the Contractor

If unforeseen events significantly change the economic significance or the content of the deliveries or services or have a significant effect on the Contractor's work, as well as in the event of subsequent impossibility of performance, the Contract shall be adjusted accordingly. Insofar as this is not economically justifiable, the Contractor shall have the right to dissolve the Contract or the parts of the Contract concerned.

If the Contractor intends to make use of the termination of the Contract, he shall notify the Customer thereof without undue delay after realising the consequences of the event, even if an extension of the delivery period has initially been agreed. In the event of termination of the Contract, the Contractor shall be entitled to remuneration for the deliveries and services already provided. Claims for damages by the Customer due to such a termination of the Contract are excluded.

19. Right of withdrawal of the Customer

The Customer may terminate the Contract at any time against payment of the work already performed and against full indemnification including loss of profit, but at least 30% of the order value. Termination shall be effected by the Customer giving the Contractor prior written notice thereof. The termination shall take effect 60 (sixty) business days after the date of the notice. By withdrawing from the Contract, the Customer also waives the right to claim contractual penalties, damages, liability or further claims against the Contractor.

20. Export control

The Customer acknowledges that the deliveries may be subject to Swiss and/or foreign statutory provisions and regulations on export control and may not be sold, leased or otherwise transferred or used for any purpose other than the agreed purpose without an export or re-export permit issued by the competent authority. The Customer undertakes to comply with such provisions and regulations. He acknowledges that these are subject to change and apply to the Contract as amended from time to time.

21. Software

If the Contractor's deliveries and services also include software, the Customer shall be granted the non-exclusive right to use the software together with the delivery item, unless otherwise agreed. The Customer is not entitled to make copies (unless for archiving purposes, troubleshooting or replacing defective data carriers) or to edit the software. In particular, the Customer may not disassemble, decompile, decrypt or reverse engineer the software without the Contractor's prior written consent. In case of infringement, the Contractor may revoke the right of use. In the case of third-party software, the terms of use of the licensor apply, who can assert claims in addition to the Contractor in the event of infringement.

22. Exclusion of further liabilities of the Contractor

All cases of breach of Contract and their legal consequences as well as all claims of the Customer, irrespective of the legal grounds on which they are based, are conclusively regulated in these Terms and Conditions. In the event that claims of the Customer should arise out of or in connection with the Contract or its improper performance, the total amount of such claims shall be limited to the price paid by the Customer. On the other hand, all claims for damages, reduction, cancellation of the Contract or withdrawal from the Contract not expressly mentioned are excluded. Under no circumstances shall the Customer be entitled to claim compensation for damage that has not occurred directly to the delivery item itself, such as loss of production, loss of use, loss of orders, recall costs, loss of profit and other consequential losses. Liability for compensation of claims of third parties asserted against the Customer due to infringement of intellectual property rights is also excluded.

This exclusion of further liability of the Contractor shall not apply to unlawful intent or gross negligence on the part of the Contractor, but it shall apply to auxiliary persons.

Furthermore, this exclusion of liability shall not apply insofar as it is contrary to mandatory law.

23. Right of recourse of the Contractor

If persons are injured or third-party property is damaged as a result of actions or omissions on the part of the Customer or his auxiliary persons and if a claim is made against the Contractor for this reason, the Contractor shall have a right of recourse against the Customer.

24. Assembly

- 24.1 Upon timely request, the Contractor shall provide the Customer with fitters or commissioning engineers in accordance with specially agreed installation conditions. The Customer shall, even if the Contractor has taken over the assembly as a lump sum, at his own expense and under his own liability, provide in good time: The necessary qualified skilled and unskilled workers with the required tools and equipment, auxiliary materials, operational lifting equipment, lubricating and cleaning materials, heating, lighting, sufficient means of communication, internet connection and a dry, lockable room for storing tools.
- 24.2 All construction work, such as earthwork, masonry and carpentry work, furthermore electrical installations, also for the connection of electrical tools and apparatus for assembly (drills, welding apparatus, etc.), as well as the transfer of the machines to their location shall always be at the expense of the Customer. He shall provide sufficiently large openings so that the machines can be brought to the site unassembled.
- 24.3 In the interest of the quickest possible assembly, we shall provide the Customer with more material than is absolutely necessary according to plan, at our own discretion. The surplus material remains our property and is to be returned.
- 24.4 The Customer shall confirm the work performed and the completion of the assembly to our personnel on the assembly notes.
- 24.5 The Customer shall carry out the on-site and other preparatory work in a professional manner, in accordance with the documents supplied by the Contractor, if any. He shall do everything necessary to ensure that the services can be started on time and provided without hindrance or interruption.
- 24.6 The Customer shall take all measures to prevent illness and accidents. If the Customer fails to take such measures and the safety of the personnel is not guaranteed, the Contractor may at any time refuse or discontinue the performance of the services and order the return of the personnel.
- 24.7 The Customer shall bear full responsibility and liability for accidents caused by defects in the equipment and working materials provided by him, such as tools and lifting gear, scaffolding, etc., even if these have been used by our personnel without complaint, and also for all damage caused or suffered by our personnel or third parties in connection with the assembly, even if the management of the work has been assigned to our personnel.
- 24.8 The Customer shall be liable for any damage caused by his personnel. This shall also apply if the Contractor's personnel direct or supervise the work, unless it can be proved that the damage was caused by the Contractor's personnel giving instructions or supervising the work in a grossly negligent manner.
- 24.9 If any consideration is to be given to the Customer's business, the Customer shall expressly draw our personnel's attention to this in writing.
- 24.10 We decline all liability for any damage to auxiliary materials, tools, lifting equipment, machine tools and the like belonging to the Customer and used by our fitters.
- 24.11 If the installation is for our account, we shall be remunerated for the time during which our fitters are delayed due to the fault of the

Customer. We shall also charge for the time spent on work not provided for as well as all costs for extra journeys of technical or assembly personnel arranged by the Customer.

24.12 We accept no liability for assembly and repair work carried out by the Customer himself or directly entrusted to our fitter.

25. Jurisdiction and applicable law

25.1 The place of jurisdiction for the Customer and the Contractor shall be the registered office of the Contractor.

However, the Contractor shall be entitled to sue the Customer at the latter's place of business.

25.2 The legal relationship shall be governed by Swiss substantive law, without application of the provisions of the UN Sales Convention (CISG).