

General terms and conditions for deliveries

Supplier: Hagmann Tec AG, hereinafter referred to as "HAGMANN".

1 General information

- 1.1 The following General Terms and Conditions of Contract shall apply to all deliveries unless changes are agreed in writing.
- 1.2 The contract is concluded with the receipt of the written confirmation by HAGMANN that HAGMANN accepts the order (order confirmation). Offers that do not contain an acceptance period are non-binding.
- 1.3 These terms of delivery are binding if they are declared applicable in the offer or in the order confirmation. Any other terms and conditions of the Buyer shall only be valid if they have been expressly accepted by HAGMANN in writing.
- 1.4 All agreements and legally relevant declarations of the contracting parties must be made in writing in order to be valid.
- 1.5 Should any provision of these Terms and Conditions of Delivery prove to be invalid in whole or in part, the contracting parties shall replace this provision with a new agreement that comes as close as possible to its legal and economic purpose.

2 Scope of deliveries and services

- 2.1 The deliveries and services of HAGMANN are listed conclusively in the order confirmation including any supplements thereto. HAGMANN is authorized to make changes that lead to improvements, insofar as these do not result in a price increase.

3 Plans and technical documents

- 3.1 Brochures and catalogs are not binding unless otherwise agreed. Details in technical documents are only binding if they are expressly guaranteed.
- 3.2 Plans, drawings and quotations remain the intellectual property of HAGMANN; they may not be made accessible to third parties, copied or used for self-production of the items concerned without written permission. Unlawful use is a violation of the Federal Act on Unfair Competition.

4 Regulations in the country of destination and protective devices

- 4.1 The Buyer must draw HAGMANN's attention to the regulations and standards relating to the execution of the deliveries and services, the operation and the prevention of illness and accidents at the latest when placing the order.
- 4.2 Unless otherwise agreed, the supplies and services shall comply with the regulations and standards at the place of business of the customer to which HAGMANN has referred in accordance with Clause 4.1. Additional or other protective devices shall be supplied to the extent that this has been expressly agreed.

5 Prices

- 5.1** Unless otherwise agreed, all prices are quoted net, ex works, without packaging, in freely available Swiss francs, without any deductions. All ancillary costs such as freight, insurance, export, transit, import and other permits and certifications shall be borne by the customer. The Buyer shall also bear all kinds of taxes, duties, fees, customs duties and the like, which are levied in connection with the contract, or reimburse them to HAGMANN against corresponding proof, if HAGMANN has become liable to pay them. HAGMANN reserves the right to adjust the price in the event of a change:
- the delivery period is subsequently extended for one of the reasons stated in Clause 8.3, or
 - the nature or scope of the agreed deliveries or services have changed, or
 - the material or the design undergo changes because the documents supplied by the customer did not correspond to the actual conditions or were incomplete.
- 5.2** The minimum order value is CHF 400 (excluding delivery costs, taxes and fees). For orders below this value, the buyer will be charged a handling fee of CHF 40.

6 Terms of payment

- 6.1** Payments are to be made by the Buyer in accordance with the agreed terms of payment at the domicile of HAGMANN without deduction of discounts, expenses, taxes, levies, fees, customs duties and the like.
- The payment obligation is fulfilled insofar as Swiss francs have been placed at the free disposal of HAGMANN at the domicile of HAGMANN. If payment by bill of exchange has been agreed, the Buyer shall bear the bill discount, bill tax and collection charges.
- 6.2** The payment dates shall also be observed if transportation, delivery, assembly, commissioning or acceptance of the deliveries or services are delayed or made impossible for reasons for which HAGMANN is not responsible or if insignificant parts are missing or if reworking proves necessary which does not make the use of the deliveries impossible.
- 6.3** If the advance payment or the securities to be provided upon conclusion of the contract are not paid in accordance with the contract, HAGMANN is entitled to adhere to the contract or to withdraw from the contract and in both cases to claim damages. If the buyer is in arrears with a further payment for any reason whatsoever, or if HAGMANN has to seriously fear that it will not receive the buyer's payments in full or in time due to a circumstance occurring after the conclusion of the contract, HAGMANN is entitled, without prejudice to its statutory rights, to suspend the further performance of the contract and to withhold deliveries ready for dispatch until new terms of payment and delivery have been agreed and HAGMANN has received sufficient securities. If such an agreement cannot be reached within a reasonable period of time or if HAGMANN does not receive sufficient securities, HAGMANN is entitled to withdraw from the contract and to claim damages.
- 6.4** If the customer does not meet the agreed payment deadlines, he must pay interest without reminder from the agreed due date, which is based on the usual interest rates at the customer's domicile. We reserve the right to claim compensation for further damages.

7 Retention of title

- 7.1 HAGMANN remains the owner of all its deliveries until the payments have been received in full in accordance with the contract.

8 Delivery time

- 8.1 The delivery period begins as soon as the contract has been concluded. The payments to be made at the time of ordering and any securities have been provided and the essential technical points have been clarified. The delivery deadline shall be deemed to have been met if the notification of readiness for dispatch has been sent to the customer by the time it expires.
- 8.2 Compliance with the delivery period presupposes the fulfillment of the contractual obligations by the customer.
- 8.3 The delivery period shall be extended accordingly:
- a) if HAGMANN does not receive the information required for the fulfillment of the contract in good time, or if the Buyer subsequently changes it and thus causes a delay in the deliveries or services;
 - b) if hindrances occur which HAGMANN cannot avert despite exercising due care, irrespective of whether they occur at HAGMANN, at the Buyer or at a third party. Such hindrances are, for example, epidemics, mobilization, war, riots, serious breakdowns, accidents, industrial disputes, late or defective delivery of the necessary raw materials, semi-finished or finished products, rejection of important workpieces, official measures or omissions, natural disasters;
 - c) if the customer or third parties are in arrears with the work to be carried out by them or are in default with the fulfillment of their contractual obligations, in particular if the customer does not comply with the terms of payment.
- 8.4 If a specific date is agreed instead of a delivery period, this shall be equivalent to the last day of a delivery period; Clauses 8.1 to 8.4 shall apply analogously.
- 8.5 The Buyer has no rights due to delays in deliveries or services. This restriction does not apply to unlawful intent or gross negligence on the part of HAGMANN, but it also applies to unlawful intent or gross negligence on the part of auxiliary persons.

9 Packaging

- 9.1 Unless otherwise agreed, HAGMANN will invoice the packaging separately and will not take it back.

10 Transfer of benefit and risk

- 10.1 Benefit and risk shall pass to the customer at the latest upon dispatch of the deliveries ex works.
- 10.2 If the shipment is delayed at the request of the Buyer or for other reasons for which HAGMANN is not responsible, the risk shall pass to the Buyer at the time originally intended for the delivery ex works. From this point in time the deliveries will be stored and insured at the expense and risk of the Buyer.

11 Shipping, transportation and insurance

- 11.1 HAGMANN must be notified in good time of any special requests regarding shipment, transport and insurance. Transportation is at the expense and risk of the Buyer. Complaints in connection with the shipment or transportation must be reported by the Buyer to

receipt of the deliveries or the freight documents to the last carrier without delay.

11.2 Insurance against damage of any kind is the responsibility of the customer.

12 Inspection and acceptance of deliveries and services

12.1 HAGMANN will inspect the deliveries and services as far as usual before dispatch. If the Buyer requests further inspections, these must be agreed separately and paid for by the Buyer.

12.2 The Buyer must inspect the deliveries and services within a reasonable period of time and notify HAGMANN immediately of any defects. If he fails to do so, the deliveries and services shall be deemed approved.

12.3 HAGMANN must rectify the defects notified in accordance with Clause 12.2 as quickly as possible and the buyer must give HAGMANN the opportunity to do so. After the defects have been remedied, an acceptance test in accordance with Clause 12.4 shall take place at the request of the buyer or HAGMANN.

12.4 Subject to Clause 12.3, the performance of an acceptance test and the determination of the conditions applicable thereto shall require a special agreement.

12.5 The customer has no rights and claims for defects of any kind in deliveries or services other than those expressly stated in Clause 12.4 and Clause 13 (Warranty, liability for defects).

13 Warranty, liability for defects

13.1 Warranty period (guarantee period)

The warranty period is 12 months, in the case of multi-shift operation 6 months. It begins with the dispatch of the deliveries ex works or with the possibly agreed acceptance of the deliveries and services or, insofar as HAGMANN has also taken over the assembly, with its completion. If dispatch, acceptance or assembly are delayed for reasons for which HAGMANN is not responsible, the warranty period shall end at the latest 18 months after notification of readiness for dispatch.

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

The warranty expires prematurely if the Buyer or third parties carry out improper modifications or repairs or if the Buyer, in the event of a defect, does not immediately take all suitable measures to minimize the damage and give HAGMANN the opportunity to remedy the defect.

13.2 Liability for defects in material, design and workmanship

HAGMANN undertakes, at the written request of the buyer, to repair or replace as quickly as possible, at its option, all parts of the deliveries by HAGMANN which are demonstrably defective or unusable due to bad material, faulty design or poor workmanship up to the expiry of the warranty period. HAGMANN shall bear the costs of the repair incurred at the factory. If the repair is not possible at HAGMANN's works, the associated costs, insofar as they exceed the usual transportation, personnel, travel and accommodation costs as well as the costs for the installation and removal of the defective parts, shall be borne by the Buyer.

13.3 Liability for warranted characteristics

Warranted characteristics are only those specified in the order confirmation or in the

specifications have been expressly designated as such. The warranty shall apply until the expiry of the warranty period at the latest. If an acceptance test has been agreed, the warranty shall be deemed to have been fulfilled if proof of the relevant properties has been provided during this test.

If the warranted characteristics are not or only partially fulfilled, the Buyer is initially entitled to immediate subsequent improvement by HAGMANN. The Buyer must grant the necessary time and opportunity for this.

If this rectification is not successful 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 supplies or services cannot be used for the stated purpose or can only be used to a considerably reduced extent, the Buyer has the right to refuse acceptance of the defective part or, if partial acceptance is economically unreasonable for him, to rescind the contract. HAGMANN can only be obliged to reimburse the amounts that have been paid for the parts affected by the withdrawal.

13.4 Exclusions from liability for defects

Excluded from the warranty and liability by HAGMANN are damages which cannot be proven to have arisen as a result of poor material, faulty design or poor workmanship, e.g. as a result of natural wear and tear, inadequate maintenance, disregard of operating instructions, excessive strain, unsuitable operating materials, chemical or electrolytic influences, construction or assembly work not carried out by HAGMANN, as well as other reasons for which HAGMANN is not responsible.

13.5 Deliveries and services from subcontractors

For deliveries and services of subcontractors which are prescribed by the Buyer, HAGMANN shall only assume the warranty within the scope of the warranty obligations of the subcontractors concerned.

13.6 Exclusivity of warranty claims

The customer has no rights or claims due to defects in material, design or workmanship or due to the absence of warranted characteristics other than those set out in Clause. 13.1 to 13.5 expressly mentioned.

13.7 Liability for secondary obligations

HAGMANN shall only be liable for claims of the customer due to faulty advice and the like or due to breach of any secondary obligations in the event of unlawful intent or gross negligence.

14 Non-performance, poor performance and their consequences

14.1 In all cases of poor performance or non-performance not expressly regulated in these terms and conditions, in particular if HAGMANN:

- the execution of the deliveries and services begins so late for no reason that timely completion can no longer be foreseen,
- an execution contrary to the contract attributable to the fault of HAGMANN is definitely foreseeable,
- deliveries or services have been carried out contrary to the contract through the fault of HAGMANN,

the Buyer is entitled to set a reasonable period of grace for the affected deliveries or services. If this period of grace expires unused due to the fault of HAGMANN, the Buyer may, with regard to the deliveries or services which are

have been executed in breach of contract or whose execution in breach of contract is definitely foreseeable, withdraw from the contract and reclaim the proportion of payments already made.

- 14.2** In such a case, the provisions of Clause 16 shall apply with regard to any claim for damages by the customer and the exclusion of further liability, and the claim for damages shall be limited to 10% of the contract price of the deliveries and services for which the withdrawal is made.

15 Termination of the contract by the supplier

If unforeseen events considerably change the economic significance or the content of the deliveries or services or have a considerable effect on the work of HAGMANN, as well as in the case of subsequent impossibility of execution, the contract will be adapted appropriately. Insofar as this is not economically justifiable, HAGMANN has the right to terminate the contract or the affected parts of the contract.

If HAGMANN intends to make use of the termination of the contract, this will be communicated to the Buyer immediately after recognizing 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, HAGMANN is entitled to remuneration for the deliveries and services already provided. Claims for damages by the Buyer due to such a termination of the contract are excluded.

15.1 Exclusion of further liability of the supplier

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 particular, all claims for damages, reduction in price, rescission 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 damages that have not occurred to the delivery item itself, such as loss of production, loss of use, loss of orders, loss of profit or other direct or indirect damages. This exclusion of liability does not apply to unlawful intent or gross negligence by HAGMANN, however it also applies to unlawful intent or gross negligence by auxiliary persons.

Otherwise, this exclusion of liability shall not apply insofar as it conflicts with mandatory law.

15.2 Right of recourse of the supplier

If persons are injured or property of third parties is damaged by actions or omissions of the Buyer or its auxiliary persons and if a claim is made against HAGMANN for this reason, HAGMANN shall have a right of recourse against the Buyer.

15.3 Assembly

If HAGMANN also undertakes assembly or assembly supervision, the General Terms and Conditions of Assembly of the Swiss Association of Machinery Manufacturers (VSM) shall apply.

16 Place of jurisdiction and applicable law

- 16.1** The place of jurisdiction for the Buyer and HAGMANN is the registered office of HAGMANN. However, HAGMANN is entitled to sue the Buyer at his place of business.
- 16.2** The legal relationship is subject to substantive Swiss law.