

§ 1 General

(1) Schneeberger AG supplies exclusively in accordance with these General Terms and Conditions. All agreements shall only be valid upon written confirmation from Schneeberger AG. Purchasing conditions of the customer or other deviating agreements shall only be accepted if they are confirmed by Schneeberger AG in writing as a supplement to these sales conditions.

(2) Schneeberger AG hereby expressly objects to any references or contrary confirmations of the customer with reference to its purchasing conditions.

(3) Even in the event that Schneeberger AG refers to correspondence which contains or refers to the terms of business of the customer or a third party, no tacit agreement shall be established thereby for the validity of such terms of business.

§ 2 Offer and contractual conclusion

(1) The offers of Schneeberger AG are non-binding until acceptance by the customer and can therefore be withdrawn by Schneeberger AG at any time up until receipt of the written declaration of acceptance or until delivery of the delivery item.

(2) Offers and orders of the customer shall only become legally binding upon written order confirmation or delivery of the delivery items by Schneeberger AG.

(3) Schneeberger AG reserves the right to make changes to the contractual object during the delivery period, provided that the contractual object thereby undergoes no unreasonable changes for the customer. Schneeberger AG is permitted to engage third parties for contract fulfillment.

(4) The information contained in catalogs, prospectuses, circulars, advertisements, figures and price lists with regard to weights, dimensions, prices, services and similar are non-binding, provided that they are not explicitly contractual content. Schneeberger AG is only obliged to precisely comply with standards, drawings, weight and dimension specifications, and plans, if this has been expressly agreed in writing. In all other respects, the contractually owed properties of the products of Schneeberger AG shall be based exclusively on their respective product description. Expectations expressed unilaterally by the customer shall be disregarded.

§ 3 Scope of deliveries

(1) The information of Schneeberger AG specified in the order confirmation and, in the absence of an order confirmation, the information in the respective offer shall be decisive for the scope of deliveries.

(2) The customer assumes full responsibility for the correctness of the documents it provides, including drawings, specifications, instructions, samples, forms, and tools. All specifications of the customer regarding dimensions and similar require written confirmation from Schneeberger AG.

§ 4 Prices

(1) Unless any deviating written confirmations are made, all prices apply ex works from Roggwil (FCA Incoterms 2020), excluding packaging, insurance, transport, customs charges, etc. in addition to the respectively applicable statutory value added tax (net goods value).

(2) Unless otherwise specified in the order confirmation, price information is provided in the national currency (CHF).

(3) Arrival, waiting and transit times of employees of Schneeberger AG are to be compensated as working time. Expenses for travel, meals, accommodation and telephony are to be reimbursed in addition.

§ 5 Delivery period

(1) The date specified in writing on the order confirmation of Schneeberger AG is considered the delivery period. Should the customer fail to provide the necessary documents or primary material to be supplied by the customer in time, the delivery period shall be extended accordingly by this period of delay. The same applies insofar as primary material must be examined by Schneeberger AG for its suitability for use in connection with incoming goods inspection.

(2) The delivery period is deemed to be observed if Schneeberger AG has provided the delivery items for delivery and informed the customer of readiness for shipping.

(3) The delivery period shall be suitably extended in the event of measures connected with force majeure or other unforeseeable events at the time of contractual conclusion (such as operating disruptions of any kind, difficulties in material or energy procurement, transport delays, strikes, legal lockouts, shortages of labor, energy or resources, difficulties in the procurement of necessary official permissions, official measures or non-materializing, incorrect or non-punctual delivery by suppliers), which lie outside the influence of Schneeberger AG, provided such hindrances influence the completion or delivery of the delivery item. This also applies if the circumstances occur with sub-suppliers of Schneeberger AG. The above-mentioned circumstances are also not the responsibility of Schneeberger AG if they occurred during an already existing delay. Schneeberger AG shall inform the customer about the start and end of such hindrances as soon as possible.

(4) If Schneeberger AG enters into default, the customer must provide Schneeberger AG a reasonable grace period, where statutorily required.

(5) Partial deliveries are permitted.

§ 6 Payment

(1) Unless otherwise agreed, the invoice shall be issued upon notification of readiness for shipping. If it is not possible to dispatch goods ready for shipping for reasons which lie within the customer's sphere or risk, the invoice shall still be issued and due.

(2) Unless otherwise agreed, invoices are payable in full within 30 days of the invoice date without any deductions.

(3) Early payment discounts are only permitted if they are expressly agreed and the customer has settled or simultaneously settles all outstanding invoice amounts owed to Schneeberger AG.

(4) The customer is not permitted to offset claims against Schneeberger AG, insofar as these claims are not undisputed or legally determined.

(5) In the event of default, Schneeberger AG is permitted to charge interest in the amount of 8% above the respective three-month CHF LIBOR – or respectively in the event of a higher interest rate charged against Schneeberger AG by its bank, this interest rate with documented evidence. In the event of the irregular and non-punctual payment of the customer, or doubts regarding its ability or willingness to pay, Schneeberger AG may demand immediate payment or securities for executed and outstanding deliveries and suspend further deliveries until receipt of these securities. Moreover, Schneeberger AG is permitted to withdraw from the contract and/or demand compensation in case of culpability. Schneeberger AG may also prohibit the resale of goods delivered under a registered retention of ownership, demand their return or assignment of direct ownership at the purchaser's expense and revoke a collection authorization.

§ 7 Reservation of ownership

(1) The delivered goods shall remain the property of Schneeberger AG as "reserved goods" until the complete payment of the purchase price. The customer authorizes Schneeberger AG in the order to conduct any legally necessary registration or notice of the reserved goods in public registers, books or similar as well as with respect to the delivered goods themselves in accordance with applicable national laws at the customer's domicile and to fulfill all relevant formalities, at the customer's expense.

(2) The customer is permitted to resell the reserved goods in the normal course of business; however, the customer is only permitted to pledging or transfer by way of security with the consent of Schneeberger AG.

(3) The customer hereby assigns its claims arising from the resale of the reserved goods to third parties to Schneeberger AG; Schneeberger AG accepts this assignment. Notwithstanding the assignment and collection rights of Schneeberger AG, the customer is permitted to collect the claims so long as it complies with its obligations towards Schneeberger AG and does not enter insolvency.

(4) At the request of Schneeberger AG, the customer undertakes to provide the information about the assigned claim necessary for collection, and in particular to provide Schneeberger AG with a list of debtors with names and addresses, the amount of the claims and the invoice date, and to inform the debtors of the assignment of claims to Schneeberger AG.

(5) The customer performs any adaptation and processing of the reserved goods for Schneeberger AG, without this resulting in obligations for Schneeberger AG. In the event that the reserved goods are processed, combined or mixed with other goods which do not belong to Schneeberger AG, Schneeberger AG shall be entitled to the resulting proportion of co-ownership of the new item in the ratio of the invoice value to the other processed goods at the time of processing, combining or mixing. Should the customer acquire sole ownership of a new item, the contracting parties agree that the customer shall grant Schneeberger AG co-ownership of the new item in the ratio of the invoice value of the processed, combined or mixed reserved good, and to keep this new item safe for Schneeberger AG free of charge.

(6) In the event that the reserved good is resold with other goods, regardless of whether these goods are processed, combined or mixed together or not, the advance assignment agreed above shall only apply in the amount of the invoice value of the reserved good which is resold together with the other goods.

(7) The customer and purchaser must promptly inform Schneeberger AG about any enforcement measures of third parties against the reserved good or the advance assignment, and hand over documents necessary for intervention.

(8) The authorization of the customer to dispose of the reserved good and to collect the assigned claim shall lapse in the event of the customer's default of payment, protested checks and bills of exchange, or the customer's insolvency. In these cases, Schneeberger AG is authorized to promptly take possession of the reserved good and the customer is obliged to return the reserved good to Schneeberger AG, without Schneeberger AG needing to withdraw from the contract in advance. The customer is also obliged to return the reserved good if it has combined the reserved good with other movable items and if dismantling is required in order to return the good. This obligation shall not apply only if the delivery item of Schneeberger AG has become an essential component of a unitary item in the meaning of Section 14 (1).

(9) Schneeberger AG undertakes to release the securities it has received in accordance with the above provision at its discretion and at the customer's request insofar as their value exceeds the claim by 10% or more.

§ 8 Acceptance and inspection

(1) Schneeberger AG is only obliged to take out a transport insurance policy at the express request of the customer. The customer shall bear the associated costs.

(2) The good is deemed to be accepted if complaints about immediately recognizable defects are not promptly raised upon receipt of the delivery. Schneeberger AG shall not be required to take subsequent complaints into consideration. In case of hidden defects, Schneeberger AG shall only be liable if the complaint is promptly raised upon discovery of the defect, otherwise the good shall be deemed to be accepted even with respect to this defect.

§ 9 Warranty

(1) The warranty period amounts to 12 months. It commences upon consignment of the deliveries ex works or upon agreed acceptance of the deliveries and services. Should delivery or acceptance be delayed for reasons not attributable to Schneeberger AG, the warranty period shall end no later than 18 months following notification of readiness for shipping.

(2) For replaced or repaired parts, the warranty period shall commence anew and lasts 6 months from replacement, completion of repairs or from acceptance, yet no later until expiry of a period which amounts to twice the warranty period according to the above provision.

(3) The warranty shall lapse prematurely if the customer or third party improperly performs changes or repairs, or if the customer – in the event of a defect – does not promptly take all suitable measures to mitigate damages and provide Schneeberger AG with the opportunity to rectify the defect.

§ 10 Limitation of claims for defects

(1) The customer is obliged to inspect the delivery items of Schneeberger AG for defects immediately after receipt of delivery. Appropriate samples should also be taken as part of this inspection.

(2) Complaints due to incomplete or incorrect deliveries or due to recognizable defects must be promptly reported to Schneeberger AG in writing and the defective parts concerned returned to Schneeberger AG at its request. Hidden defects, which are also not evident in the inspection of samples, are to be reported to Schneeberger AG immediately upon their discovery. In the event of non-punctual notification of complaints or defects, the delivery shall be deemed to be accepted with the exclusion of claims due to incomplete, incorrect or defective delivery.

(3) The duty to inspect and report defects shall also encompass technical documents and the delivery of an incorrect quantity (too high or too low).

(4) The condition of the good shall be based exclusively on the agreed technical delivery specifications. In the event that Schneeberger AG is to deliver in accordance with drawings, specifications, templates, etc., the customer shall assume the risk of suitability for the intended use.

(5) Schneeberger AG shall not be held responsible for material defects that arise due to unsuitable or improper use, incorrect assembly or commissioning by the customer or incorrect or negligent handling by the customer, nor for the consequences of improper changes or commissioning works by the customer or a third party which are not approved by Schneeberger AG. The same applies for defects that reduce the value or suitability of the good only to an insignificant extent.

(6) Material defect claims expire 12 months after delivery. In the event that delivery is delayed for reasons not attributable to Schneeberger AG, liability shall lapse no later than 18 months following notification of readiness

for shipping. This does not apply insofar as the law mandatorily prescribes longer periods.

(7) Goods subject to a complaint must be promptly returned to Schneeberger AG upon request. Schneeberger AG shall assume the transport costs if the claim for defects is justified. If the customer fails to comply with these obligations or performs changes to goods already subject to a complaint without the approval of Schneeberger AG, the customer shall lose any material defect claims. In the event of a justified and punctual claim for defects, Schneeberger AG shall at its discretion rectify the respective good or deliver a faultless replacement. The place of subsequent fulfillment is the registered address of Schneeberger AG.

(8) Within the framework of statutory provisions, the customer has a right to transform the good, if Schneeberger AG – taking into account the legal exemptions – fails to meet a reasonable period for rectification or replacement delivery due to a defect in the meaning of the General Terms and Conditions.

(9) The customer is not entitled to claims for defects in the case of the following:

- Damages arising due to the improper handling or excessive use by the customer or its purchaser;
- Installation and handling instructions stipulated by statutory provisions or Schneeberger AG are not observed by the customer or its purchaser, unless the defect is not due to non-compliance with such instructions;
- The delivery item was produced on the basis of the customer's specifications, in particular using primary material or drawings supplied by the customer, and the defect of the delivery item is due to this primary material or the specification drawings.

§11 Other liability

(1) Unless specified otherwise in the following, other and further claims of the customer against Schneeberger AG are excluded. This applies in particular to material defect claims due to a breach of duties under the contract or liability in tort. Schneeberger AG shall therefore accept no liability for damages that are not incurred to the delivered good itself. In particular, Schneeberger AG shall not be liable for loss of earnings or other financial damages of the customer.

(2) The above liability limitations shall not apply in the event of intent, gross negligence of bodies or managing employees as well as the culpable breach of essential contractual duties, or if Schneeberger AG has expressly issued a written guarantee for the condition of the item.

(3) In the event of the culpable breach of essential contractual duties, Schneeberger AG shall only be liable for the typical contractual, reasonably foreseeable damages, except in cases of intent or gross negligence of the legal representative or managing employees.

(4) Moreover, the above liability limitation shall not apply in cases in which liability is assumed according to the Product Liability Act (PrHG) in the event of defects of the

delivered good for persons or material damages to privately used items. It shall also not apply in the event of injury to life, limb or health, or the absence of assured properties, if and to the extent to which the assurance sought to protect the customer against damages not incurred to the delivered good itself.

§ 12 Copyrights and commercial protective rights of third parties

(1) Schneeberger AG reserves property rights and copyrights to templates, cost estimates, drawings, etc. as well as information in physical and non-physical form – including in electronic form; they may not be made accessible to third parties.

(2) Schneeberger AG is obliged to make information and documents marked as confidential by the customer only accessible to third parties with the consent of the customer.

(3) The customer is responsible for checking whether the documents it provides do not infringe on third-party rights, in particular copyrights and commercial protective rights (registered designs, patents, utility models and trademarks). In the event that third parties assert claims against Schneeberger AG due to the use, exploitation or reproduction of documents and templates provided by the customer for breach of copyrights and/or commercial protective rights or for breach of the Federal Act Against Unfair Competition (UWG), the customer undertakes to support Schneeberger AG in the defense against these legal violations and to reimburse Schneeberger AG for all damages (including costs of attorneys and legal proceedings) that are incurred to Schneeberger AG.

§ 13 Transfer of risk

(1) If the good is returned to the customer at its request, the risk of accidental loss and accidental damage to the delivery item shall be transferred to the customer upon handover of the delivery item to the forwarder, carrier or shipping agent. This also applies if the delivery does not take place from the place of fulfillment and/or if Schneeberger AG assumes the costs of transport.

(2) If the good is ready for dispatch and the delivery is delayed for reasons attributable to the customer, the risk shall be transferred to the customer upon its receipt of the notification of readiness for shipping.

§ 14 Final provisions

(1) With the exclusion of international private law, Swiss law applies to these General Terms and Conditions as well as the legal relationship arising from this contract between Schneeberger AG and the customer. The United Nations Convention on the International Sale of Goods dated April 11, 1980 (CISG) does not apply.

(2) The place of fulfillment for the payment and delivery is Roggwil BE.

(3) The place of jurisdiction is the registered address of Schneeberger AG, currently **Roggwil BE**, insofar as no other jurisdiction is mandatorily prescribed by legal pro-

visions. Schneeberger may also initiate legal proceedings at the court responsible for the registered address of the customer.

(4) Ancillary agreements, reservations, amendments and supplements require the written consent of Schneeberger AG for their validity.