

GENERAL TERMS AND CONDITIONS

1. Applicability and written form

- 1.1 Offers and deliveries by Amsler & Frey AG shall be subject to the following provisions in all cases. The buyer acknowledges these when placing its order. Amsler & Frey AG shall only be obligated to comply with deviating purchasing conditions of the buyer if it has expressly acknowledged them. The type and scope of deliveries are defined in the order confirmation. Deviations from the order confirmation and from the GTC shall only become legally effective if confirmed in writing by Amsler & Frey AG.
- 1.2 The terms and conditions shall apply even if they are not referred to in each case.

2. Quotations

- 2.1 Quotations shall be deemed non-binding unless they are designated as a firm offer expressly in writing before a specified deadline.
- 2.2 Quotation prices are calculated on the basis of the costs and customer requirements known on the quotation date. In the event of significant changes to requirements and circumstances, Amsler & Frey AG reserves the right to change the price.
- 2.3 A quotation shall be rendered binding through the order confirmation of Amsler & Frey AG. Amendments and supplements must be made in writing.

3. Prices

- 3.1 Prices are quoted in Swiss francs and are ex works Amsler & Frey AG excluding packaging, value added tax, transport insurance, authorisation, certification and customs clearance costs (Incoterms EXW).
- 3.2 If the costs of price-forming factors such as materials, wages, government levies or others increase significantly prior to the time of delivery (including in the event of a delay in delivery for which Amsler & Frey AG is not responsible), the prices applicable on the delivery date shall be charged. Fixed price commitments by Amsler & Frey AG only exclude price increases which are justified by cost increases for wages and materials.
- 3.3 In the case of follow-up orders/re-ordering, Amsler & Frey AG shall not be bound by the previous prices.

4. Quantity tolerances

- 4.1 Excess or short delivery for technical reasons of up to 10% of the agreed quantity as well as reasonable partial deliveries are permissible.

5. Delivery

- 5.1 Amsler & Frey AG shall inform the buyer immediately of any delays in delivery. However, in the event of unforeseeable events such as difficulties in procuring materials and tools or force majeure, it shall be entitled to postpone the delivery obligations in an appropriate manner or to withdraw from the contract in whole or in part.
- 5.2 If the delivery date is not set contractually, the time of delivery may be not defined until after clarification of all technical and commercial details and receipt of the any deposit agreed upon at the earliest.
- 5.3 Contractual penalties or the payment of damages for late deliveries are excluded, unless a special written agreement has been made in advance.
- 5.4 The buyer shall not be entitled to terminate the contract in the event of a delay in delivery. If it nevertheless withdraws from the contract, the costs incurred up to that point, including charges for additional expenses, shall be invoiced.

- 5.5 In the case of call-off contracts, the buyer undertakes to accept the goods in full by the agreed final date. If the goods are not called off or their acceptance is refused, following a written reminder, Amsler & Frey AG shall be entitled to demand payment as if delivery had taken place. The outstanding goods shall be stored at the expense and exclusive risk of the defaulting buyer for a maximum period of 1 year. After this period, the goods shall be disposed of at the buyer's expense.

- 5.6 Force majeure events or the occurrence of other circumstances beyond the control of Amsler & Frey AG shall give rise to a full or partial right of withdrawal from the contract on the part of Amsler & Frey AG.

6. Packaging and shipment

- 6.1 Unless an agreement to the contrary has been made, the type of packaging and dispatch shall be chosen by Amsler & Frey AG and invoiced separately to the buyer.
- 6.2 The freight shall be insured at the buyer's expense upon written request (email is sufficient). Further insurance shall be the buyer's responsibility.

7. Transfer of benefit and risk

- 7.1 The risk shall be transferred to the buyer at the factory effective from the date of readiness for dispatch. Any agreement to the contrary remains reserved.
- 7.2 If delivery is delayed through no fault of Amsler & Frey AG, the goods shall be stored on the account and at the exclusive risk of the buyer.

8. Payment terms

- 8.1 Payments shall be made in accordance with the conditions set forth in order confirmations and invoices.
- 8.2 The buyer is in default of payment effective from the due date and owes a default interest of 5% plus reminder costs CHF 100 without prior reminder.
- 8.3 The buyer is not entitled to offset counterclaims against outstanding invoices from Amsler & Frey AG.
- 8.4 In the event of failure to comply with the agreed payment terms, Amsler & Frey AG shall be entitled either to assert the existing claims immediately and in full, or to demand securities for all outstanding claims, and/or to carry out outstanding deliveries against advance payment, or to withdraw from the contract. This shall also apply if the outstanding payment is in relation to an earlier transaction.

9. Retention of title

- 9.1 Amsler & Frey AG shall remain the owner until full settlement of its claims by the buyer. Amsler & Frey AG may register the retention of title without the buyer's cooperation.

10. Projects and preliminary studies

- 10.1 Projects and preliminary studies, including samples and prototypes, which have been prepared at the potential buyer's request, remain the property of Amsler & Frey AG and may not be transferred or made accessible to third parties without their consent. In the event that the project is not executed, Amsler & Frey AG reserves the right to invoice expenses.

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11. Tools and moulds

11.1 Tools and moulds shall remain the property of Amsler & Frey AG, even if the buyer has borne pro rata costs. Amsler & Frey AG undertakes to refrain from manufacturing any products for third parties with the corresponding tools and moulds without the buyer's written consent.

12. Suitability

- 12.1 Warranties of quality granted by Amsler & Frey AG are based on the documents and specifications available to it in writing.
- 12.2 Further promises in relation to characteristics are made exclusively at the buyer's express request. Such promises are only binding in written form and do not include the risk of consequential damage.
- 12.3 Promises of properties do not release the buyer from the obligation to test the suitability of the goods for their intended use.
- 12.4 Information from Amsler & Frey AG on compositions and raw masses are to be regarded as non-binding average values.

13. Testing and acceptance

- 13.1 The goods are subjected to the usual quality control at Amsler & Frey AG during manufacture and before delivery. Further tests are to be requested by the buyer and must be agreed upon in writing.
- 13.2 The buyer shall inspect the goods upon receipt. Obvious defects must be reported to Amsler & Frey AG in writing within no later than 14 days. In the case of hidden defects, this period shall be extended to 14 days after their discovery. If no notification of defects is provided within 6 months at the latest after receipt of the goods, the goods shall be deemed to have been accepted. Any warranty claim of the buyer shall then be forfeited.
- 13.3 The buyer shall not be entitled to withdraw from the contract due to defects which Amsler & Frey AG endeavours to remedy.
- 13.4 If a notice of defects proves to be unfounded, the resulting costs shall be borne by the buyer.

14. Liability

14.1 In the event of justified and timely notification of defects, Amsler & Frey AG shall be entitled, at its discretion, to rectify the defect, provide a replacement delivery free of charge or waive the right to claim the costs

of the scope of delivery that was subject to a justified complaint. Replaced parts shall become the property of Amsler & Frey and the buyer must return these to Amsler & Frey upon delivery of the replacement goods without being requested to do so.

- 14.2 Amsler & Frey AG shall not bear any costs for rectification work carried out or initiated by the buyer. Such rectification work carried out without the written consent of Amsler & Frey AG shall result in the loss of warranty claims.
- 14.3 Amsler & Frey AG's warranty obligation does not extend to defects based on materials supplied or designs prescribed by the buyer.
- 14.4 Any further claim of the buyer, particularly for damages, withdrawal from the contract, rescission and reduction as a result of defective delivery is excluded.
- 14.5 The buyer undertakes to observe the statutory regulations when using the goods.
- 14.6 Subject to mandatory statutory provisions, the buyer shall not be entitled to claim compensation for damages, such as loss of production, loss of use, loss of orders, loss of profit or other direct or indirect damages under any circumstances.

15. Intellectual property and protective rights

- 15.1 For documents, in particular drawings and samples, provided to Amsler & Frey AG for the manufacture of the goods, the buyer shall provide the sole guarantee that no third-party property rights are violated. The buyer assumes sole liability for damages resulting from the infringement of third-party rights.
- 15.2 Assurances of confidentiality from Amsler & Frey AG must be provided in writing. Assurances that are not subject to a time limit shall expire 3 years after they have been signed.

16. Jurisdiction and applicable law

- 16.1 The exclusive place of jurisdiction is Schinznach-Dorf.
- 16.2 Swiss law shall apply exclusively. With the exclusion of CISG (Vienna Sales Convention)