

General Terms and Conditions of Krüsi Maschinenbau AG (GTC)

hereinafter referred to as the Supplier:

1. General information

- 1.1 These General Terms and Conditions shall be binding insofar as they are declared applicable in the quote/order confirmation or if the parties have agreed them in writing or by other means. Any other terms and conditions of the Purchaser shall only be valid if they have been expressly accepted by the Supplier in writing.
- 1.2 All agreements and legally relevant declarations made by the contracting parties within the framework of the contract must be made in writing in order to be valid. Unless otherwise agreed, texts transmitted by electronic means shall be deemed equivalent to the written form.
- 1.3 Additions or adjustments to an order require a written amendment by Krüsi Maschinenbau AG in order to be binding.

2. Quotes and contract conclusion

- 2.1 Quotes without an acceptance period are non-binding.
- 2.2 The contract is deemed to have been concluded when the quote, order confirmation or purchase contract signed by the Purchaser is received by the Supplier.
- 2.3 We reserve the right to make price and design changes in the interests of technical progress, unless expressly stated otherwise.

3. Scope of deliveries and services; technical documents

- 3.1 Only the order confirmation, including the documents to which it refers, shall be authoritative for the scope and execution of the deliveries and services. Additional deliveries and services will be invoiced separately. Technical improvements or further developments may be made by the Supplier at any time, provided that these do not lead to price increases.
- 3.2 If drawings or other technical documents are handed over, the receiving contractual party recognises the associated property and other rights of the other contractual party. All technical documents must be treated confidentially and may not be made accessible to third parties without the prior written consent of the other contracting party. They may only be used for the purpose for which they were handed over and to the extent necessary for the fulfilment of the contract. After termination of the contract, they must be returned to the other contracting party.
- 3.3 Illustrations, factory drawings and brochures etc. are for guidance only and are not binding.

4. Obligations of the Supplier

- 4.1 The Supplier undertakes to have the work carried out by specialised personnel.

5. Obligations of the Purchaser

- 5.1 The Purchaser must do everything necessary to avoid delays or obstructions to the work. He also undertakes to provide the fitters with operational lifting cranes, means of transport and scaffolding.
- 5.2 Without the written consent of the Supplier, the Purchaser is not authorised to use the Supplier's assembly personnel for work that has not been contractually agreed.

6. Regulations in the country of destination

- 6.1 The Purchaser shall inform the Supplier of any regulations and standards of the country of destination, insofar as they affect the deliveries and services and safe operation, at the latest when placing the order. Otherwise, the deliveries and services shall comply with the regulations at the Supplier's registered office and any adaptations to the regulations and standards of the country of destination shall be borne by the Purchaser.

7. Prices

- 7.1 Our prices are quoted net in Swiss francs ex place of fulfilment Schönengrund, excluding packaging and transport.
- 7.2 Meals, travelling times, travelling costs, compensation for overnight stays of employees away from home, accommodation costs and other expenses incurred by Krüsi employees shall be borne by the Purchaser without special agreement. Additional costs such as insurance, all types of taxes, duties and customs duties etc. shall be borne by the Purchaser. The prices are based on the material and labour costs valid at the time the order is placed.
- 7.3 The terms of payment can be found in the order confirmation and/or the Supplier's invoice. In principle, deliveries abroad must be paid in full (excluding assembly costs) up to five working days before dispatch of the delivery. The amount is to be paid exclusively in Swiss francs.
- 7.4 If the costs on which the calculation is based increase between conclusion of the contract and fulfilment in accordance with the contract, the Supplier shall be entitled to adjust the prices stated in the order confirmation accordingly.
- 7.5 The Purchaser may neither withhold nor reduce payments owing to complaints, claims or counterclaims not recognised by the Supplier. Payments shall also be made if the work is delayed or becomes impossible for reasons for which the Purchaser is not responsible.
- 7.6 The Supplier may invoice any additional costs incurred in connection with the agreed transport and assembly (e.g. Delay in acceptance or consequences of cancellation owing to non-payment or late payment by the Purchaser, see point 7.3). Likewise in the case of missing or late submission of documents by the Purchaser (e.g. for customs clearance, import and export, required authorisations).
- 7.7. If the Purchaser organises the transport, the Supplier shall charge the associated administrative expenses (e.g. Export declarations, correspondence with the forwarder).
- 7.8 Costs incurred due to third-party expenses shall be charged to the Purchaser (e.g. Electrician).

8. Terms of payment

- 8.1 Payments shall be made at the Supplier's domicile at the Supplier's free disposal without deduction of discounts, expenses, taxes or fees of any kind. The Supplier shall be entitled to subsequently offset unjustified deductions and currency differences.
- 8.2 In the event of late payment, the Supplier reserves the right to immediately suspend outstanding services and is entitled to charge default interest of 5%.

9. Retention of title

- 9.1 The Supplier remains the owner of all deliveries until full payment has been made. The Purchaser shall be obliged to take the measures necessary to protect the Supplier's property (e.g. maintenance, insurance) at its own expense. Furthermore, the Purchaser is obliged to co-operate in all measures and formalities necessary for the establishment and maintenance of a legally valid reservation of title and to bear the related costs.

10. Delivery time

- 10.1 The delivery period shall commence after conclusion of the contract and receipt of the payments to be made at this time, the completion of official formalities and the settlement of essential technical matters. The delivery deadline shall be deemed to have been met if the Supplier notifies the Purchaser that the goods are ready for dispatch before the deadline expires.
- 10.2 The order fulfilment process shall be delayed in the event of late advance payment by the Purchaser.
- 10.3 If the delivery is delayed owing to an event which the Supplier cannot prevent despite exercising due care, or if the delivery is delayed due to an act or omission of the Purchaser or owing to non-performance or late performance of its contractual obligations, or if there is a case of force majeure such as a natural disaster, epidemic, war, mobilisation, political unrest, embargo, labour dispute, accident or any other event which the contracting parties cannot prevent despite exercising due care, the delivery period shall be extended accordingly.

11. Delay in delivery

- 11.1 A contractual penalty for late delivery requires a special written agreement. It can only be asserted if the delay was demonstrably caused by the Supplier and the Purchaser can prove damage.
- 11.2 In the event of late delivery, the Purchaser shall not be entitled to compensation for damages, cancellation of the contract, compensation for indirect damage, consequential damage, reflex damage or loss of profit.

12. Machine acceptance

- 12.1 A distinction is made between internal and external acceptance. Internal acceptance takes place at the Supplier's factory in the presence of the Purchaser and the Supplier. External acceptance shall take place at the Purchaser's premises after completion of assembly, commissioning and training, in the presence of the Purchaser and the Supplier. For some machines, only an external inspection is carried out. A record shall be kept of the acceptance, which shall be signed by the Purchaser and the Supplier. It states that the acceptance has taken place. Any defects, missing material or agreements are also recorded. These defects shall be subsequently delivered or repaired at the Supplier's expense.
- 12.2 Acceptance shall then also be deemed to have taken place,
- if the Purchaser refuses acceptance without being authorised to do so
 - if the Purchaser refuses to sign the acceptance report
 - as soon as the Purchaser uses the Supplier's deliveries or services
- 12.3 The Purchaser must inspect the delivery and notify Krüsi Maschinenbau AG in writing of any defects within 10 working days.
- 12.4 The machine is only handed over to the Purchaser for use after operator training.
- 12.5 Once the internal and external acceptance has taken place, the Supplier is authorised to issue outstanding invoices for the balance and assembly costs to the Purchaser.

13. Packaging, transport and insurance

- 13.1 Packaging shall be carried out by the Supplier at the expense of the Purchaser and shall not be taken back unless otherwise agreed.
- 13.2 Transport is carried out at for the account and risk of the Purchaser. Complaints due to damage during transport or possible missing parts must be reported in writing within 8 days of receipt of the goods. Complaints received at a later date cannot be considered. A signed damage report must be drawn up by the driver of the transport company.
- 13.3 The Purchaser shall be responsible for insuring the deliveries and services against damage of any kind at its own expense, even if this insurance is taken out by the Supplier.

14. Transfer of benefit and risk

- 14.1 Benefit and risk shall pass to the Purchaser at the latest upon dispatch of the deliveries ex works. Any adjustments will be noted in the Purchaser's order confirmation.
- 14.2 If dispatch is delayed for reasons for which the Supplier is not responsible, the risk shall pass to the Purchaser at the time of the originally planned delivery ex works. The delivery shall be stored and insured at the expense and risk of the Purchaser from this point in time.

15. Liability for defects; warranty period

- 15.1 The warranty period for the machine is 12 months and begins when the machine leaves the Supplier's factory.
- 15.2 If the Purchaser or third parties carry out improper repairs or modifications without the prior consent of the Supplier, the warranty period shall expire prematurely. The warranty period shall also expire prematurely if the Purchaser does not take the necessary measures to minimise the damage, if the Purchaser does not immediately give the Supplier the opportunity to remedy the defect or if the Purchaser has not fulfilled its payment obligation.
- 15.3 The Supplier is obliged to replace or repair parts of its deliveries that become defective during the warranty period due to poor material, faulty design or manufacture as quickly as possible, at its discretion. The warranty covers spare parts including transport, as well as the associated installation work, travelling expenses and travel activities. Replaced parts can be taken back by the Supplier and thus become its property.
- 15.4 Warranted characteristics are only those which are explicitly designated as such in the contract or the associated specifications or functional specifications. The warranty is valid until the expiry of the warranty period at the latest. If the warranted characteristics are not fulfilled, the Purchaser shall be entitled to rectification and shall offer the Supplier the opportunity to do so. If the rectification is not successful, the Purchaser shall be entitled to an appropriate price reduction.
- 15.5 The Supplier's warranty and liability are excluded for defects and damage caused by natural wear and tear, inadequate maintenance, disregard of operating instructions, excessive strain, unsuitable operating materials, chemical or other environmental influences, work not carried out by the Supplier or other reasons for which the Supplier is not responsible.
- 15.6 The Purchaser shall have no further claims and rights arising from warranty, liability for defects or lack of warranted characteristics other than those expressly stated in this Article 15.

16. General limitation of liability and exclusion of further liability of the Supplier

- 16.1 Unless otherwise agreed, all cases of breach of contract and their legal consequences, as well as all claims and rights of the Purchaser, irrespective of their legal basis, are conclusively regulated in these General Terms and Conditions. In particular, all claims for damages, price reduction or cancellation/cancellation of the contract not expressly mentioned are excluded. Under no circumstances shall the Purchaser be entitled to compensation for consequential damages such as loss of production, restricted utilisation, loss of third-party orders, third-party claims for liquidated damages, loss of profit or other indirect or consequential damages. This exclusion of liability shall not apply insofar as it conflicts with mandatory law.

17. Place of jurisdiction and applicable law

- 17.1 The exclusive place of jurisdiction is the Supplier's registered office.
- 17.2 The contractual relationship is subject to substantive Swiss law.
- 17.3 The applicability of the United Nations Convention on Contracts for the International Sale of Goods of 1 April 1980 (so-called "Vienna Convention") is excluded.

18. Final provisions

- 18.1 Amendments to the contract must be made in writing to be effective. The possible invalidity of individual provisions shall not affect the validity of the remaining provisions. The parties undertake to replace ineffective provisions with new ones that come as close as possible to the economic purpose of the contract.

Schönengrund, July 2025