

## 1. Application

1.1 These General Terms and Conditions of Delivery ("*Terms*") shall apply if Phoenix Mecano Solutions AG ("*Supplier*") agrees to their validity with the customer. Any other terms and conditions of the customer in individual cases as well as the customer's general terms and conditions of business or purchase shall be deemed excluded.

1.2 Amendments or additions to these Terms shall only be effective if agreed in writing. This also applies to an amendment of this written form provision. "*In Writing*": for these *Terms*, notices shall mean a document signed by both parties and sent by letter, email, fax or any other means agreed by the parties.

## 2. Scope, execution and place of delivery

2.1 The scope and execution of the delivery shall be governed by the order confirmation or, in the absence thereof, by the Supplier's offer.

2.2 Changes to the order confirmation are permitted, provided the products fulfill the same functions or the services fulfill the same purposes. However, the supplier is not obliged to make such changes to products and services that have already been manufactured or delivered.

2.3 Unless a special place of performance has been agreed or is evident from the nature of the transaction, delivery shall be deemed to be the provision at the Supplier's place of business.

## 3. Obligation of the customer to provide information

The customer shall inform the Supplier in good time of any special technical requirements and of the statutory, official and other regulations at the place of destination, insofar as they are of significance.

## 4. Documentation

4.1 The customer is entitled to a copy of the user documentation in the Supplier's usual version. Additional copies or documentation in languages not already available may be invoiced separately by the Supplier.

4.2 Deviations in the documentation, namely in descriptions and illustrations, are permissible provided the documents fulfill their purpose.

## 5. Software and know-how

5.1 Software within the meaning of these terms is software that is integrated into the product. The customer may use the software, work results, know-how, data carriers and documentation provided within the scope of the existing license agreement. In the absence of such agreement, and if the scope of the rights of use cannot be inferred from the purpose of the transfer, the customer and his customers only have the right to use the corresponding products, but not to sell, distribute, reproduce, extend or modify them independently.

5.2 Ownership and the right to further use shall remain with the Supplier or its licensors, even if the customer subsequently modifies the computer programmes, work results or know-how records.

5.3 The customer shall take the necessary measures to protect computer programmes, work results, and documentation from unwanted access or misuse by unauthorised persons.

5.4 The customer may make the necessary backup copies. He must label them accordingly and store them separately and securely.

## 6. Use

6.1 The customer is responsible for the installation and use of the products as well as the combination with other products. He must exercise the necessary care and observe all instructions of the manufacturer and the Supplier.

6.2 The customer is obliged to pass on all safety-related information to the users in a suitable format.

## 7. Disposal

7.1 The customer shall dispose of the delivered products after use at his own expense or transfer this disposal obligation to his customers.

7.2 The customer shall indemnify the Supplier against all disposal obligations, in particular against any obligation to take back the goods, disposal costs and corresponding third-party claims.

7.3 These acceptance and indemnification obligations shall only expire two years after the products are no longer used.

## 8. Dates

8.1 Only dates confirmed in writing are binding. Such dates are extended appropriately,

- a) if the Supplier does not receive the information required for execution in good time or if the customer subsequently changes it;
- b) if the customer is in arrears with the work to be carried out by him or is in default with the fulfillment of his contractual obligations, in particular, if he does not comply with payment terms;
- c) if obstacles occur that are beyond the Supplier's control, such as natural disasters, mobilisation, war, riots, epidemics, pandemics, accidents and illness, significant operational disruptions, labour disputes, delayed or defective deliveries and measures or omissions by authorities.

8.2 The Supplier may make partial deliveries.

## 9. Acceptance

9.1 Unless a special acceptance procedure has been agreed, the customer shall inspect all products and services himself.

9.2 Immediately upon receipt, the customer shall check the delivered products about identity, quantity, transport damage and accompanying documents. As soon as possible, the customer also checks the products and services for other defects.

9.3 Products and services shall be deemed to have been accepted if no notice of defects is received within ninety days of delivery or if products and services are used commercially for more than twenty working days.

9.4 The customer must report any defects in writing as soon as they are discovered.

## 10. Defects

10.1 The Supplier warrants that it will exercise the necessary care and that its products and services fulfill the warranted characteristics. Furthermore, the Supplier shall be liable for suitability to the extent that the customer informed him in writing about the use before the conclusion of the contract.

10.2 Defects and malfunctions for which the Supplier is not responsible, such as natural wear and tear, force majeure, improper handling, intervention by the customer or third parties, excessive strain, unsuitable equipment, malfunctions caused by other machines and systems, unstable power supplies, special climatic conditions or unusual environmental influences are excluded from liability for defects.

10.3 The customer shall not be entitled to any claims due to an insignificant defect. Defects are insignificant, in particular, if they do not or only insignificantly impair the use of products and services.

10.4 In the event of significant defects, the customer shall grant the Supplier a reasonable grace period for rectification (repair or replacement delivery). The Supplier shall remedy the defects at its discretion on its premises or at the customer's premises, who must grant the Supplier free access to do so. The costs for dismantling and assembly, transportation, packaging, travel and accommodation shall be borne by the customer. Replaced parts become the property of the Supplier.

10.5 The warranty period is twelve months. The warranty period for replaced or repaired parts begins to run anew and is six months.

10.6 The deadlines shall not be interrupted by the recognition or rectification of a defect.

10.7 If the rectification of defects fails, the customer shall be entitled to a reasonable price reduction. He can only cancel the contract if acceptance of the products or services is unreasonable.

## 11. Further liability

11.1. If the Supplier is demonstrably at fault for the defect, the Supplier shall be liable for damages in addition to remedying the defect, reducing the price or rescinding the contract, but this shall be limited to a maximum of twenty percent of the value of the defective delivery.

11.2 Except as otherwise provided in these Terms, neither party shall be liable to the other party for loss of production, loss of profit, loss of use, loss of contracts or any other indirect or consequential loss, whether foreseeable or not.

11.3 The Supplier shall be liable within the scope of its liability insurance for further personal injury and property damage verifiably incurred by the customer through the fault of the Supplier. Further claims, in particular for the conduct of agents, are excluded.

## 12. Prices and terms of payment

12.1 Unless otherwise stated, prices are quoted in Swiss francs excluding VAT, taxes, customs duties, transportation, packaging, insurance, permits, certifications, installation,

commissioning, training and application support. They are due for payment net within thirty days of invoicing.

12.3 If the customer causes delays in the execution of the contract, the Supplier may adjust the prices if material prices or wage rates have increased during the delay.

12.4 The customer may only offset counterclaims with the Supplier's signed consent.

12.5 If the customer does not meet the payment deadline, he must pay default interest of eight percent per year from the due date without a reminder. We reserve the right to assert further claims for damages.

12.6 In the event of late payment, the Supplier may set a reasonable grace period and, if the customer does not pay the full amount due within this period, withdraw from the contract, reclaim the delivered products and services and demand compensation.

## 13. Right of recourse

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 agents and if a claim is made against the Supplier for this reason, the Supplier shall have a right of recourse against the customer.

## 14. Discretion

Neither party shall disclose to third parties any information from the other party's business that is neither generally accessible nor generally known and shall make every effort to prevent third parties from gaining access to such information. On the other hand, each party may continue to use the knowledge it acquires in the course of business in its traditional activity.

The parties shall also impose this confidentiality obligation on their employees, staff and agents.

## 15. Export regulations/export control law

15.1 The customer is advised that the export of the delivered products, information, software and documentation (collectively also referred to as "Products") may be subject to authorisation or may be excluded under the relevant export regulations of Switzerland, the European Union and/or the United States of America - e.g. due to their nature or their intended use or final destination - and that infringements may be punishable under criminal law. The customer is therefore responsible for strictly observing all relevant national or international export regulations and for obtaining any necessary permits.

15.2 In the event of a breach of the above obligations by the customer, the customer shall indemnify the Supplier on first demand against all claims and compensate all damages asserted against the Supplier by the supplier or the contractor's licensor, third parties or state and/or international authorities or organisations.

15.3 Before passing on the goods delivered by us or the work and services provided by the Supplier to third parties, the customer shall in particular check and take appropriate measures to ensure that

- the customer does not breach an embargo of Switzerland, the European Union, the United States of

America and/or the United Nations - also taking into account any restrictions on domestic business and any prohibitions on circumvention - by such transfer to third parties or by providing other economic resources in connection with our goods, works and services;

- such goods, works and services are not intended for a prohibited use or use requiring authorisation that is relevant to armaments, nuclear technology or weapons technology unless any necessary authorisations have been obtained;
- the regulations of all relevant sanctions lists of the European Union and the United States of America regarding business transactions with companies, persons or organisations named therein are complied with.

15.4 The customer shall also obligate its subcontractors to comply with and implement the requirements of the export control regulations and to monitor compliance with them by appropriate means.

15.5 If necessary for the performance of export control checks by authorities or by the Supplier, the customer shall, upon request, immediately provide all information about the final recipient, the final destination and the intended use of the goods delivered by the Supplier or the work and services provided by the Supplier as well as any export control restrictions applicable in this respect.

15.6 The customer shall indemnify the Supplier in full against all claims asserted against the Supplier by authorities or other third parties due to the customer's failure to comply with the above export control obligations and undertakes to reimburse all damages and expenses incurred by the Supplier in this connection.

## 16. Corporate responsibility

The Supplier is committed to the Phoenix Mecano Group's Code of Conduct, which is available at <https://www.phoenix-mecano.com/en/downloads>. As part of its corporate responsibility, the customer also undertakes to act legally and ethically following this Code of Conduct.

## 17. Data Protection

17.1 The Supplier is entitled to store and process the customer's data as part of the execution of the contract. The Supplier is also entitled to share this data with affiliated companies for order processing purposes.

17.2 If the customer receives access to personal data when providing the contractual services, it shall observe the applicable data protection regulations, in particular, collect, process and/or use personal data exclusively to provide the contractual services (purpose), obligate its employees to maintain data secrecy and instruct them about the data protection regulations to be observed.

17.3 Both parties undertake to comply with the provisions of the EU GDPR and DSGVO.

## 18. Partial ineffectiveness

18.1 If individual provisions of these Terms are or become invalid in whole or in part, this shall not affect the validity of the remaining provisions.

18.2 Insofar as individual provisions are invalid, the content of the Terms shall be governed by the statutory provisions.

## 19. Choice of law and place of jurisdiction

19.1 All contracts and general terms of delivery are subject to substantive Swiss law. The Vienna Sales Convention shall not apply.

19.2 The place of jurisdiction for the Supplier and customer is Stein am Rhein, Switzerland. However, the Supplier is also entitled to appeal to the court at the customer's registered office.

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