
Sibalco AG – General Terms and Conditions (GTC)

1. Validity

These terms and conditions apply to the entire business relationship between the Customer and the Supplier. When an order is placed, these GTC become an integral part of the contract. Changes to these GTC or deviating GTC will only be valid if they are confirmed in writing by the Supplier.

2. Conclusion of contract and scope of services

Supplier's offers are subject to change. A contract will only be legally concluded upon the issuance of the written order confirmation by the Supplier.

The scope and execution of the products and services will be governed by the order confirmation or, in the absence thereof, by the Supplier's offer.

Services that are not expressly guaranteed, namely documentation, programming, customising, installation, commissioning, training and application support, are not part of the scope of services.

Changes to the order confirmation by the Supplier are permissible provided the products fulfil the same functions or the services fulfil the same purposes.

3. Customer's duty to inform

The Customer shall draw the Supplier's attention in good time to any special technical requirements and to the statutory, official and other regulations at the place of destination, insofar as they are of significance.

4. Documentation

If the documentation is not included in the scope of services, the Customer may obtain it in the usual version in return for a fee.

If the Customer requires documentation in special formats or in non-existent languages, this must be agreed separately.

Deviations in the documentation, namely with regard to descriptions and illustrations, are permissible provided that documents fulfil their purposes.

5. Software and know-how

Subject to any licence conditions to the contrary, the Customer and its Customers shall only have the right to use the software provided,

the work results, the know-how, the data carriers and the documentation with the corresponding product, but not to sell it independently, to distribute it, to reproduce it, to expand it or to modify it.

Ownership and the right to further use will remain with the Supplier or its licensors, even if the Customer subsequently modifies the software, work results or know-how records.

The Customer shall take the necessary measures to protect software, work results and documentation from unauthorised access or misuse by unauthorised persons.

The Customer may create any backup copies as required. It shall mark them accordingly and store them separately and securely.

6. Place of performance and transport

Unless a special place of performance has been agreed upon or is evident from the nature of the transaction, the Supplier is entitled to supply the products at its registered office.

If the Supplier delivers products to another place, the Customer shall bear the risks and costs of transportation and the expenses associated with packaging and customs clearance, even if the Supplier organises the transportation.

If the Supplier provides services at another location at the request of the Customer, the Customer shall reimburse the travel and accommodation costs.

7. Use

The Customer is responsible for the use of the products and services and for their combination with other products, namely with IT or electrical devices and systems. It shall exercise the necessary care and observe all manufacturer's instructions and those issued by the Supplier.

The Customer is obliged to pass on all information relevant for safety to users in an appropriate form.

8. Disposal

The Customer shall dispose of the products supplied after use at its own expense or transfer this disposal obligation to its customers.

The Customer shall indemnify and hold free and harmless the Supplier from all disposal obligations, namely from any obligation to take

back the goods, from disposal costs and from corresponding third-party claims

9. Deadlines

Only deadlines guaranteed in writing are binding. Such deadlines shall be extended appropriately,

- a. if the Supplier does not receive the details required for execution in good time, or if the Customer subsequently changes them;
- b. if the Customer is in arrears with the work due to be carried out by it or is in default with respect to its contractual obligations, in particular if it fails to comply with payment terms;
- c. if obstacles occur which are beyond the responsibility of the Supplier such as natural events, mobilisation, war, riots, epidemics, accidents and illness, significant operational disruptions, labour disputes, late or defective deliveries and official measures.

The Supplier may make partial deliveries.

In the event of delays, the Customer shall grant the Supplier a reasonable period for subsequent performance. If there is a failure to comply with the additional period and a further delay is unreasonable for the Customer, the Customer may terminate the contract, provided it notifies the Supplier within three working days of the expiry of the additional period.

If the Supplier is demonstrably to blame for the delay, the Customer is entitled to compensation for the actual damage incurred irrespective of subsequent fulfilment or the termination of the contract. Compensation is limited to one per cent per week, up to a maximum of ten per cent, applied to the value of the delayed delivery. Further claims arising from delays in delivery are excluded.

10. Incoming inspection

Unless a special incoming goods inspection has been agreed upon, the Customer shall inspect all products and services itself.

Immediately after receipt, the Customer shall check the products delivered with regard to their identity, quantity, damage during transportation and the accompanying documents. As soon as possible, the Customer shall also check the products for other defects.

Products and services shall be deemed to have been accepted if acceptance is not refused within ten days of delivery or if products and

services are used commercially for more than twenty working days.

The Customer must report any defects in writing immediately following receipt of the goods. Concealed defects that could not have been discovered during a proper inspection must be reported in writing immediately after their discovery.

11. Warranty

The Supplier warrants that it will exercise due care and that its products will meet the warranted characteristics.

The Supplier is not liable for the results that the Customer wants to achieve with the products and services.

Faults and malfunctions for which the Supplier is not responsible such as natural wear and tear, force majeure, improper handling, interventions by the Customer or third parties, excessive stress, unsuitable equipment, malfunctions caused by other machines and systems, unstable power supplies, exceptional climatic conditions or unusual environmental influences are excluded from the warranty.

The Customer undertakes to refrain from asserting any claims based on insignificant defects. Defects are deemed insignificant, in particular, if they do not impair the use of products and services.

In the event of significant defects, the Customer shall grant the Supplier a reasonable period of grace to remedy the defect (rectification or replacement). For this purpose, the Supplier must have free access to the premises. Dismantling and assembly, transport, packaging, travel and accommodation costs shall be borne by the Customer. Replaced parts will become the property of the Supplier.

The warranty and limitation periods are twelve months from the date of acceptance, not exceeding eighteen months of the date of delivery. They are not suspended upon the acknowledgement or removal of a defect.

If the rectification of defects fails, the Customer is entitled to an appropriate price reduction. The Customer may only terminate the contract if the acceptance of the products is unreasonable.

If the Supplier is demonstrably to blame for the defect, despite the rectification of the defect, a price reduction or the termination of the contract, the Customer shall be entitled to compensation for the actual damage incurred

up to a maximum of ten per cent of the value of the defective delivery.

12. Further liability

The Supplier shall be liable within the scope of its liability insurance for further personal injury and property damage which the Customer demonstrably suffers through the fault of the Supplier. Further claims, namely in relation to the conduct of auxiliary persons, are excluded.

Liability for indirect or consequential damages, such as loss of profit and other financial losses, is completely excluded.

13. Call-off orders

The Customer is obliged to accept the goods ordered.

If the parties have specified a period for the delivery dates within which the Customer can call off the goods, the Customer must call off the products by the last day at the very latest. If the necessary information is missing for the calculation of the period, reference shall be made to the time of the conclusion of the contract.

If the Customer does not call off the products in time, the Supplier may set a reasonable deadline for doing so. If no goods are called off during this period, the Supplier may deliver the products to the Customer without being requested to do so and claim damages in addition to the price.

14. Returns

The Customer may only return products following consultation with the Supplier. It is responsible for their proper transportation.

15. Prices and terms of payment

Unless otherwise stated, prices are in Swiss francs and do not include value added tax, duties, customs, transportation, packaging, insurance, permits, certifications, installation, commissioning, training and application support. The amounts are due net within thirty days of invoicing.

If a payment deadline is linked to acceptance and this is delayed for reasons for which the Supplier is not responsible, the due date for payment shall be related to the date on which the delivery was ready for acceptance.

If the Customer causes delays in the execution of the contract, the Supplier may adjust the prices accordingly.

The Customer may only offset counterclaims with the written consent of the Supplier.

If the Customer fails to meet the payment deadline, it shall pay interest on arrears of five per cent per annum from the due date without a reminder.

In the event of default in payment, the Supplier shall be entitled,

- a. to declare that all claims arising from the business relationship with the Customer, even if they do not originate from the same legal relationship, shall become due immediately;
- b. to set the Customer a reasonable grace period for all payments due and, if the Customer does not pay the full amount due within this period, declare the contracts terminated and reclaim the products and services supplied;
- c. to make the further provision of services (incl. rectification of defects), even if they do not originate from the same legal relationship, dependent on suitable collateral furnished by the Customer, including advance payment.

16. Price adjustment in the event of cost increases

If for any reason the production, purchasing, logistics and/or other costs associated with the goods (including but not limited to costs of energy, equipment, labour regulations, import, export, taxes, governmental charges or fees, transportation of raw materials, commodities or products) increase with respect to the costs at the time of pricing, the Supplier may notify the buyer in writing of the increase in costs and request a renegotiation of the price for the goods. If the parties cannot agree on a revised price, the Supplier may terminate the order placed by the buyer. Compensation for damages as a result of the termination is excluded.

17. Privacy

Personal data, in particular data on companies, Customers and employees, may be processed insofar as this is necessary for the transaction of business. Both parties shall observe the data protection regulations and take appropriate organisational and technical precautions.

Each party is responsible for a reliable backup of its own data and of the data required for the provision of the services. The Customer shall back up all data in good time before an

employee of the Supplier can access its IT system.

18. Confidentiality

Both parties and their employees undertake not to disclose to third parties any information regarding the other party's business which is neither generally accessible nor generally known and to make every effort to prevent third parties from gaining access to such information. However, each party may continue to use knowledge acquired in the course of business during its usual activities.

Sibalco AG

Birmannsgasse 8

CH-4055 Basel

Tel.: +41 61 264 10 10

Fax: +41 61 264 10 15

info@sibalco.ch

www.sibalco.ch

19. Export

The Customer is responsible for compliance with all relevant domestic and foreign export regulations.

20. Choice of law and place of jurisdiction

This legal relationship shall be governed by Swiss law, to the exclusion of conflict of laws principles and the Vienna Sales Convention. The place of jurisdiction is the Supplier's registered office. The Supplier may also bring an action before the court at the Customer's registered office.