

## General Terms and Conditions (GTC)

### 1. Field of application

These General Conditions of Business and Delivery are binding for all orders and services by Prematic AG (hereinafter referred to as "Prematic"). They are valid, even if the client's conditions differ therefrom, unless Prematic has expressly agreed to such conditions.

If a provision of these conditions is or becomes void or ineffective, the remainder of the conditions will remain unaffected by this. If a clause becomes void or ineffective, it should be replaced with one that is both effective and whose business purpose is as close as possible to that of the ineffective clause. The same procedure is to be carried out if a loophole becomes apparent.

### 2. Scope of the delivery

The order confirmation by Prematic is the primary source for determining the scope of the delivery. If there is no confirmation, the delivery slip by Prematic is applicable. Any differing or additional services will be invoiced separately.

### 3. Place of delivery, place of fulfilment

The place of fulfilment is Affeltrangen. The delivery takes place ex works (Märwilerstrasse 43, Affeltrangen, Switzerland). From the time of dispatch ex works, all benefits and risks are transferred to the client.

### 4. Shipment of the order

Prematic packs the order and organises for it to be shipped. Prematic, however, assumes no liability for this. All costs for packing, shipment, customs formalities and customs duties are to be borne by the client. These costs will also be invoiced by Prematic. The customer is responsible for insuring the order from the time of dispatch ex works.

### 5. Time of delivery

The terms of delivery by Prematic are taken to mean the period from the day of the order confirmation until the items are ready for dispatch ex works. If Prematic requires information from the client to complete the order, the delivery deadline can only be respected if Prematic has access to complete information at the time of the order confirmation. A delay to delivery does not in any way give the client the right to withdraw from the agreement or to demand compensation for direct or indirect damages, consequential damages, reflex damages or loss of profits.

If the client subsequently wishes for the order to be dispatched later than originally agreed, any benefits and risks are transferred to the client on the day the order becomes ready for dispatch.

### 6. Prices

The prices that apply are those given in the order confirmation provided by Prematic. If there is no such confirmation, the prices will be those stated in the offer. These prices, unless otherwise agreed in writing, are taken to be ex works, before VAT and before any other taxes, custom duties, or costs for packing, transportation, insurance, authorisations and certificates. Assembly and commissioning are always stated and invoiced as separate services. For orders whose delivery time exceeds 12 months, the sliding scale formula of the Swiss Association of Machinery Manufacturers (VSM / Swissmem) is applied.

With the exception of the discounts expressly stated in the order confirmation, no other discounts, reductions for immediate payment or expenses may be deducted. Withholding sums for guarantee claims is not permitted. The prices in the offers provided by Prematic are valid for 3 months unless otherwise stated. If the client's order in any way differs from the offer, the prices stated are no longer binding. The only prices that apply in this case are those on the order confirmation from Prematic.

### 7. Conditions of payment

Payment is to be made by the client in accordance with the agreed payment conditions at the domicile of Prematic without any deductions for discounts, expenditure, taxes, outlay, fees, customs duties and any other such deductions. Unless otherwise agreed, payment is to be made in Swiss Francs (CHF) within 30 days from the day of the invoice.

If the client does not respect the agreed payment deadline, arrears interest of 5% p.a. is to be paid, without any notice being given. Prematic reserves the right to charge overdue fines and compensation for any other damages incurred.

## 8. Reservation of ownership

Until full payment has been made, Prematic remains the owner of the entire order. The buyer hereby irrevocably entitles Prematic to have the reservation of ownership recorded in the official register. The client must cooperate with this entry and must inform Prematic immediately if it or the items change domicile. The client must ensure that the order remains safe and operational for the entire registration period, and must insure the order accordingly.

## 9. Guarantee

Prematic guarantees that the order meets with the specifications stated in the order confirmation and includes the services contained therein. Any complaints must be made immediately and in any case no later than 7 days of receiving the order.

The guarantee is valid for 24 months from delivery. After that, no further guarantee cover will be provided. It is not necessary for the buyer to approve the order for the guarantee period to commence.

Should, during the guarantee period, the order or parts thereof prove to be defective, such that the proper functioning of the order is affected, the client may request that the defective parts of the order be repaired or replaced. Prematic alone may decide whether to repair or replace any defective parts. For the purposes of this provision, defects are deemed to be damage that can be attributed to construction or processing errors or physical defects. If the order or service is unsatisfactory, further claims on the part of the client are not permitted, ie the client may not change the agreement, demand a reduction or request damages.

The defective product is to be sent back in its entirety (ie not just individual parts thereof) to Prematic. The cost of delivery is to be borne by the client.

The guarantee does not cover the following eventualities:

- the assembly instructions/instructions for use provided by Prematic are not fully respected;
- the client or a third party makes repairs or changes to the order without the written consent of Prematic;
- defects occur that are the result of natural wear and tear;
- defects occur as a result of incorrect handling, storage or installation;
- defects occur that are the result of force majeure or special external influences.

## 10. Liability

Prematic may only be held liable for the violation of contractual or non-contractual obligations in the event of direct, proven damages that were caused intentionally or through gross negligence by Prematic. Prematic may not be held liable for slight negligence. Prematic is under no circumstances liable for indirect damages, consequential damages, reflex damages or loss of profits.

## 11. Technical documents and confidentiality

Prematic retains the rights to any plans and technical documents. The client recognises this right, and in particular the intellectual property rights and know-how of Prematic. Prematic maintains all rights. The client shall treat all information that it receives in relation to the order with confidentiality, and in particular may not pass on any drawings, plans, offers, assembly instructions, instructions for use etc. to third parties unless it can be proven that the said information has entered the public domain. If these provisions are violated, the client will be obliged to pay damages to Prematic and any third parties involved.

## 12. Applicable law, placement of fulfilment, place of jurisdiction

The contractual agreement is subject to Swiss law. The place of fulfilment is Affeltrangen. The exclusive place of jurisdiction is CH-9556 Affeltrangen.