

## General Terms and Conditions of Sale (GTC)

### 1. General – Scope of Application

- 1.1. These general terms and conditions apply to all current and future business relationships within the scope of which we, **Nüssli (Switzerland) AG, Hauptstrasse 36, 8536 Hüttwilen**, act as seller.
- 1.2. Any terms and conditions of the customer in departure from, in conflict with, or in supplement to these general terms and conditions, even if notified to us, are not a part of this contract excepting where their validity is explicitly agreed in writing.

### 2. Contract Conclusion

- 2.1. Our quotes are non-obligational and non-binding, excepting where explicitly characterized as binding. We reserve the right to make technical changes, as well as changes in shape, color, and/or weight if such changes lie within our justified interests and are reasonable for the customer.
- 2.2. An order placed by the customer constitutes a binding offer of a purchase contract for the purchase of the goods ordered. This contractual agreement can be accepted by us within two weeks of receipt. Acceptance will be confirmed either in writing by means of an order confirmation, or by delivery of the purchased goods to the customer. If acceptance is confirmed by order confirmation, the customer must check this order confirmation immediately. If any irregularities in the order are observed, the customer must notify us in writing immediately.

### 3. Prices, Payment Conditions

- 3.1. If not stated otherwise in the order confirmation, our prices are ex-warehouse/factory, excluding packaging, corrosion protection, and freight.
- 3.2. Statutory value added tax (VAT) is not included in our prices; VAT will be billed at the statutory rate applicable on the date the invoice is issued and will be indicated on the invoice separately.
- 3.3. Deduction of any discounts requires a separate agreement in writing.
- 3.4. Prices are in SWISS FRANCS (CHF). Payment in a foreign currency requires prior written agreement. If paying in foreign currency, the customer must compensate us for any losses we suffer due to exchange rate changes from the date of the order confirmation. Such compensation claim is due at the same time as the payment of the purchase price.
- 3.5. If not otherwise agreed, we are entitled to invoice 40% of the purchase price upon order confirmation and 60% of the purchase price after delivery. If the order confirmation does not state otherwise, payment of the purchase price is due without discount 10 calendar days after the invoice date.
- 3.6. The customer only has a right to offset or retention if its counterclaim is determined without further legal recourse, is undisputed, is acknowledged by us, or is based on the substantial defect of the purchased goods. The customer can also only exercise a right of retention if its counterclaim is based on the same contractual relationship.
- 3.7. We are entitled to offset the claims of the customer against our claims. We are also entitled to offset the claims of the customer against claims of other companies within our corporate group, if such claims

pertain to their business relations with the customer or any other right against the customer. Decisive for the determination of the companies entitled under this clause is the most recent annual report published at the time the contract was concluded.

### 4. Delivery Conditions

- 4.1. The agreed delivery date is approximate and only binding if it is explicitly designated as such.
  - 4.2. Compliance with the bindingly agreed delivery date prerequisites the complete and timely clarification of all technical conditions. Further, compliance with the delivery period(s) is contingent upon timely and complete fulfillment of the customer's obligations to cooperate. We reserve the right to invoke non-fulfillment of the contract.
  - 4.3. Furthermore, compliance with the bindingly agreed delivery date is subject to the condition of complete and timely self-delivery by our supplier. This only applies where non-delivery is not attributable to us, in particular in the case of concluding corresponding hedging transactions with our supplier. The customer will be notified immediately if the purchased goods are unavailable. In such cases, any payment already made will be immediately refunded. In such cases, there is no claim to interest.
  - 4.4. If, due to unforeseen, non-attributable, or extraordinary events on our part, a delivery to us by a supplier or transport company is delayed, the agreed delivery date(s) will be deferred accordingly. The same applies in the event of strike and/or lockout as well as further unforeseen circumstances for which we are not at fault. If such non-availability lasts for a period of one month or longer, we are authorized to withdraw from the contract if the customer was immediately informed of the non-availability. In such cases, any payment already made will be immediately refunded. In such cases, there is no claim to interest.
  - 4.5. If the customer is in default of acceptance or attributably fails other cooperation obligations, we are authorized to demand compensation of the damages insofar as we suffer any thereby. On the agreed delivery date, the customer must immediately collect all purchased goods reported as ready for collection; otherwise, we are authorized to store these goods at the expense and risk of the customer. For such storage, as of the start of the default of acceptance, we will charge a fixed fee of 0.2% of the value of the stored purchased goods, maximized at 5% of the total order value. We reserve all further rights and claims.
  - 4.6. In the event of a default of delivery, we will be liable in accordance with legal provisions if the default of delivery is attributable to gross negligence or intentional violation.
- ### 5. Transfer of Risk
- 5.1. The risk of accidental loss or accidental deterioration of the quality of the purchased goods transfers to the customer upon the handover of the goods to the shipper, carrier, or other person or organization charged with the performance of delivery.
  - 5.2. The customer's default of acceptance does not affect this transfer.

## General Terms and Conditions of Sale (GTC)

- 5.3. Insurance against damage in transit will only be contracted at the explicit request of the customer and any associated costs will be borne by the customer.

### 6. Warranty

- 6.1. The customer is obliged to immediately inspect the purchased goods upon receipt. Noticeable defects must be notified to us with supporting facts in writing within 7 days of receipt of the concerned goods. Furthermore, Art. 201 Para. 2 and 3 OR (Swiss "Obligationenrecht") apply.
- 6.2. The only warranted characteristics of the purchased goods are those expressly specified in the order confirmation. Technical advice and recommendations by us, as well as any promotional statements or claims, are made outside of contractual obligations. In particular, verifying if the goods ordered by the customer or recommended by us are suitable for the customer's intended purpose is the sole responsibility of the customer.
- 6.3. We warrant the repair or replacement (subsequent performance), at our option, of defects in the purchased goods. Only if we fail to repair the purchased goods may the customer assert a reduction in price. A right of rescission of the sale exists only in the event of a major defect that makes use of the purchased goods entirely impossible.
- 6.4. In the case of a defect, the customer is only entitled to withhold the purchase price if the defect is substantial.
- 6.5. If the customer receives defective assembly instructions, we are only obliged to deliver non-defective assembly instructions, and only if the defect in the assembly instructions prevents proper assembly.
- 6.6. The customer bears sole responsibility for the use of the purchased goods. Our warranty does not cover improper or injudicious use, faulty assembly or commissioning of the goods by the customer or third parties, wear and tear, incorrect or negligent handling, improper operating resources and replacement materials, chemical, electro-chemical, or electrical influences, or purely optical impairment if these are not attributable to us.
- 6.7. Warranty claims and claims for damages consequential to defect expire by limitation within 2 years of delivery of the purchased goods.
- 6.8. If we provide personnel for the purpose of the customer's use of the purchased goods, these personnel are provided solely in an advisory capacity, and we accept no liability for their provision.
- 6.9. The customer receives no legal warranties from us. This is without prejudice to any manufacturer warranties.

### 7. Limitations of Liability

- 7.1. Our liability extends no further than malicious or deliberate intent or gross negligence. This limitation of liability does not apply to personal injury claims of the customer. In all cases, our liability is limited to the amount of the purchase price. Our liability for direct and indirect consequential damages (e.g., caused by the cancellation of events) is excluded, unless a characteristic of the purchased goods that has been guaranteed by us is intended precisely to protect the customer from such damages.

- 7.2. The above provisions apply to our liability on all legal bases, in particular liability for breach of duty (e.g., default, impracticability, debts at conclusion of contract, warranty), for tort, and violation of intellectual property rights.

- 7.3. The liability for vicarious agents under Art. 101 OR is excluded in its entirety.

### 8. Right of Withdrawal and Default of Payment

- 8.1. Until the full completion of our currently due or not yet due as well as all future due payment claims against the customer originating from this contractual relationship, we retain a right of immediate withdrawal at any time. In this case, we are entitled to demand the immediate surrender of the purchased goods. After reclamation of the purchased goods, we are entitled to their exploitation; the proceeds of the exploitation, minus reasonable costs, may be deducted from the customer's obligations. The customer shall reimburse any damages on our part resulting from the withdrawal.
- 8.2. During the right of withdrawal period, the customer is obliged to treat the purchased goods with care. If service and inspection work on the purchased goods is required or becomes necessary during the right of withdrawal period, the customer must perform this work at its own cost in a timely manner and to the required extent.
- 8.3. In the case of seizure of the purchased goods, the customer is obliged to immediately notify us in writing of any seizure or other intervention of a third party in regard to the purchased goods. The customer must inform us immediately in writing if it files for bankruptcy.
- 8.4. As long as the customer is not in default of payment, it is authorized to alter, process, combine, and mix (hereinafter collectively "transformation") the purchased goods in the context of normal business operations and to sell the purchased goods prior to or after such transformation, provided the transformation and/or resale has been prior approved by us in writing.
- 8.5. If we exercise our right of withdrawal, the customer is obliged to comprehensively and immediately restore all transformations at its own cost. If the customer declines to restore the purchased goods, the customer is obliged to assume all costs associated with a restoration performed by us or by third parties on our behalf. We reserve the right to any additional claims for damages.
- 8.6. In the case of resale of the purchased goods during the right of withdrawal period, the customer hereby assigns all claims nunc pro tunc in the amount of the gross value, including VAT, invoiced in the order confirmation to its customers or a third party for the resale, regardless of whether the purchased goods are resold with or without further transformation. We hereby accept this assignment. After assignment of a claim by the customer against a third party originating from a resale, the customer remains revocably authorized to collect the claim against the third party in its own name and for our account. We reserve the right to revoke this authorization and collect the claim ourselves at such time as the customer does not properly fulfill its payment obligations from the collected profits or goes into default of payment.

## General Terms and Conditions of Sale (GTC)

or is the object of a filing for bankruptcy or for debt-restructuring composition proceedings or payments are suspended. In such cases, the customer is obliged to immediately notify us in writing of the assigned claims and the identity of the debtor, to provide us with all information relevant to us obtaining the relevant documents, and to inform its (third party) debtors of the assignment.

- 8.7. As security for our claims, the customer will also assign us the claims against third parties arising from the connection of the purchased good to a piece of land.

### 9. Right of First Refusal

- 9.1. If the customer intends to resell the purchased goods or any part thereof, it shall grant us a right of first refusal, which entitles us to purchase the purchased goods or any part thereof at the same terms which the customer has agreed with a third party. The right of first refusal applies to all instances in which the customer intends to transfer the purchased goods to a third party for money.
- 9.2. In this case, the customer is obliged to immediately notify us in writing of the instance of preemption and of the conditions agreed to between the customer and the third party.
- 9.3. We must exercise our right of first refusal to the customer within 21 days of receiving the customer's written notice of the instance of preemption; otherwise, the right of first refusal expires. By exercising our right of first refusal, we are obliged to assume the purchase price and all other conditions agreed upon between the customer and the third party at the same terms as the third party.
- 9.4. The right of first refusal is non-transferable.

### 10. Final Provisions

- 10.1. We are authorized to use the customer's company, the location of the purchased goods during the period of use, and the occasion (event) of use, as well as, in coordination with the customer, video and audio materials of the event for advertising purposes, in particular for the purpose of references, and such use will be unrestricted and free of cost.
- 10.2. Swiss law applies. The provisions of the CISG (United Nations Convention on Contracts for the International Sale of Goods) do not apply.
- 10.3. Place of performance and exclusive place of legal jurisdiction for any disputes arising from this contract is the place where our company has its official seat. However, we are also entitled to litigate against the customer in the customer's local court.
- 10.4. If individual provisions of the contract with the customer, including these general terms and conditions, are or become fully or partially invalid or unenforceable, this will not affect the validity of the other provisions. The invalid or unenforceable provision will be replaced by a valid and enforceable provision which resembles the economic consequences of the invalid or unenforceable provision as closely as possible. This applies accordingly in the event that the contract proves incomplete.