

GENERAL TERMS AND CONDITIONS (GTC)

This English version is for convenience only. In case of discrepancies, the German version shall prevail.

0 Terms

- 0.1 "Subject of Delivery" shall mean machines, systems, spare parts, software/control systems, documentation, as well as any other goods and services supplied or rendered by e. Luterbach AG.
- 0.2 "Customer" means the contractual partner of e. Luterbach AG.
- 0.3 "Written form" within the meaning of these Terms and Conditions shall also include text form (e.g. email), unless a stricter form is mandatorily required by statutory law.

1 Scope of Application

- 1.1 These General Terms and Conditions (GTC) shall apply to all deliveries, work contracts, services, spare parts, maintenance, servicing, repair, installation, commissioning, as well as support and remote maintenance services of e. Luterbach AG (hereinafter the "Supplier"). They form an integral part of every contract.
- 1.2 Any deviations from, amendments to, or ancillary agreements to these GTC shall be valid only if expressly agreed in writing by the Supplier. Any general terms and conditions of the customer, including any referenced therein, shall be excluded and shall not apply, even if the Supplier does not expressly object to them, unless their applicability has been expressly confirmed in writing by the Supplier.
- 1.3 The version of these GTC specified in the order confirmation shall be authoritative; the current version is available on the Supplier's website.

2 Offer and Conclusion of Contract

- 2.1 The Supplier's offers are made without obligation and shall not be binding unless expressly stated otherwise in writing.
- 2.2 The scope and specification of the deliveries and services shall be exclusively determined by the Supplier's written order confirmation.
- 2.3 Amendments to or supplements of the order may arise in particular from additional or reduced services, project-related adjustments, or changes to delivery or performance schedules.
- 2.4 In project business, such changes shall either be documented by the Supplier in a list of additional or reduced costs and invoiced periodically, generally on a monthly basis, or — where such changes are of greater scope — be governed by a separate offer issued by the Supplier and a corresponding order placed by the customer.
- 2.5 In after-sales and spare parts business, changes to prices or the scope of services shall generally be effected by a new order confirmation; changes relating solely to delivery or performance dates may be agreed by mutual consent by email. Such changes shall be deemed binding unless objected to without undue delay in text form (e.g. by email).

- 2.6 The contract shall be based on the technical documentation approved by the customer (e.g. layouts, specifications, interface descriptions). Such approval shall be given in written form.
- 2.7 If the Customer postpones dates (e.g. delivery, assembly, commissioning or acceptance dates) or otherwise changes the framework conditions, this shall constitute a change of the order within the meaning of clause 2.3.

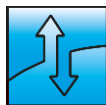
Any resulting additional or reduced costs, including additional planning, engineering, coordination and scheduling effort required as a result of the change of dates or framework conditions (e.g. standstill, re-mobilisation, storage, renewed travel), as well as any schedule changes, shall be recorded and charged accordingly.

3 Prices and Payment Terms

- 3.1 Prices are net prices and exclude value-added tax (VAT), customs duties, fees, and other charges or levies.
- 3.2 In project business involving agreed lump-sum prices or works contracts, price adjustments shall be excluded unless expressly agreed otherwise.
- 3.3 In after-sales, service and spare parts business, deliveries and services shall — unless agreed otherwise — be provided at the prices valid at the time of performance or based on actual effort in accordance with the Supplier's applicable hourly rates in force at the relevant time.
- 3.4 Travel time and expenses incurred for installation, commissioning and service shall be charged in accordance with the Supplier's applicable hourly rates in force at the relevant time.
- 3.5 Invoices are payable net within ten (10) days. From the due date, default interest of 5% p.a. or SARON plus 3%, whichever is higher, shall apply.
- 3.6 The Customer shall only be entitled to set-off or retention if its counterclaims are undisputed or have been finally adjudicated.

4 Scope of Delivery and Cooperation Obligations

- 4.1 The order confirmation shall be authoritative exclusively. Any services exceeding this scope shall be invoiced separately.
- 4.2 The Supplier performs contracts for work and services. The Customer shall ensure that all on-site, safety-related and technical prerequisites are fulfilled in due time.
- 4.3 Changes due to official requirements, amended fundamentals or Customer requests shall lead to corresponding adjustments of prices and schedules.
- 4.4 If the Customer provides parts, documents, software or data or engages third parties (third-party trades), the Customer shall be responsible for their suitability, correctness, legal compliance and timely availability. The Supplier shall not be liable for any resulting defects or delays; the Customer shall indemnify the Supplier against any and all third-party claims to the extent based thereon.



5 Technical Documents / Confidentiality

- 5.1 Technical documents are for information purposes only and shall not be binding, unless expressly designated as binding.
- 5.2 All intellectual property rights in technical documents, software/control systems and documentation remain with the Supplier; clause 14 applies additionally.
- 5.3 The Customer is granted a non-transferable, non-exclusive right of use for the intended purpose.
- 5.4 Information designated as confidential or confidential by its nature shall be treated as confidential and may be used exclusively for the purpose of performing the contract.

6 Regulations at the Place of Destination / Conformity

- 6.1 The customer shall inform the Supplier of all statutory and safety-related regulations applicable at the place of destination that go beyond generally accepted requirements.
- 6.2 For deliveries to the European Union (in particular Germany and Austria), the Supplier shall ensure that the Subject Matter of Delivery – where applicable – complies with the relevant EU regulations (in particular Directive 2006/42/EC on machinery (Machinery Directive) or any successor regulation), is placed on the market in CE conformity and is delivered with the required declarations and operating instructions.
- 6.3 The Customer is responsible for the safe integration of the Subject Matter of Delivery into its operating environment as well as for compliance with operator obligations.

7 Retention of Title

- 7.1 The delivered goods shall remain the property of the Supplier until full settlement of all claims arising from the contractual relationship.
- 7.2 The customer shall handle the goods subject to retention of title with due care and shall insure them at its own expense against customary risks, in particular fire, water damage and theft.
- 7.3 Any pledging or transfer by way of security of the goods prior to full payment is prohibited.
- 7.4 Claims arising from the resale of the goods subject to retention of title are hereby assigned to the Supplier up to the amount of the outstanding claims.
- 7.5 Any access by third parties to the goods subject to retention of title shall be notified to the Supplier in writing without undue delay.

8 Delivery Dates and Periods / Default of Acceptance / Force Majeure

- 8.1 Delivery periods shall commence upon conclusion of the contract, receipt of all required documentation, and receipt of the agreed payments.
- 8.2 Delivery periods shall be reasonably extended in the event of force majeure, in particular natural events, epidemics, governmental measures, supply chain disruptions, strikes or energy shortages.

- 8.3 Delays attributable to the customer shall extend the delivery periods accordingly; any additional costs resulting therefrom shall be borne by the customer.
- 8.4 Claims for damages due to delay in delivery are excluded, subject to Clause 13.1.
- 8.5 If an event of force majeure persists for more than ninety (90) days, the Supplier shall be entitled to terminate the contract in writing with respect to the part not yet performed. The customer shall be obliged to remunerate the services rendered up to the date of termination as well as the costs incurred by the Supplier.
- 8.6 If the customer is in default of acceptance, the Supplier shall be entitled to charge reasonable storage, standby, insurance and financing costs.

9 Inspection and Acceptance

- 9.1 The customer shall inspect the subject of delivery immediately upon arrival. Any obvious defects shall be notified in writing within seven (7) days.
- 9.2 Minor defects shall not entitle the customer to refuse acceptance.
- 9.3 If acceptance is not carried out within ten (10) days following a request for acceptance, or if the subject of delivery is put into productive use, acceptance shall be deemed to have taken place.

10 Transfer of Benefit and Risk

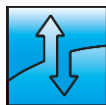
- 10.1 The transport of machines and systems shall be carried out in accordance with Incoterms® 2020, CIP (named place of destination).
- 10.2 Benefits and risk shall pass to the customer at the latest upon completion of unloading at the place of destination.

11 Transport and Insurance

- 11.1 For spare parts and small consignments, the Incoterms agreed in each individual case shall apply.
- 11.2 Any transport damage shall be reported by the customer to the carrier immediately upon discovery and notified to the Supplier in text form (e.g. by email). Upon request, the customer shall provide the Supplier with the damage notice and any available evidence (e.g. delivery note remarks, photographs).

12 Warranty (Defects)

- 12.1 The warranty period shall be twelve (12) months from the transfer of risk.
- 12.2 The Supplier shall remedy defects, at its discretion, either by repair or replacement.
- 12.3 The warranty shall in particular exclude wear parts, improper operation, lack of maintenance, or unauthorized modifications.
- 12.4 Any extension of the warranty period as a result of repair or replacement is excluded.



- 12.5 If subsequent performance definitively fails despite at least two reasonable attempts at remedy, or if it is unjustifiably refused by the Supplier, the customer shall be entitled, exclusively with respect to the demonstrably defective part, to demand an appropriate reduction in price. Rescission of the contract is excluded to the extent permitted by law.
- 12.6 Proper use in accordance with the intended purpose and proper maintenance shall be prerequisites for warranty claims.
- 12.7 Any additional costs incurred in connection with service assignments abroad shall be borne by the customer, unless the defect is attributable to the Supplier.
- 12.8 Unjustified defect claims may be charged on a time-and-materials basis.

13 Liability

- 13.1 The Supplier shall be liable without limitation in cases of wilful misconduct, gross negligence, personal injury, and mandatory product liability claims.
- 13.2 In cases of slight negligence, the Supplier shall be liable only in the event of a breach of essential contractual obligations (cardinal obligations) and shall be limited to the damage typical for the contract and foreseeable at the time of conclusion of the contract.
- 13.3 Indirect damages, consequential damages, loss of data, production downtime, loss of profit, as well as third-party claims are excluded to the extent permitted by law.

14 Intellectual Property / Software

- 14.1 All intellectual property rights in and to the subject of delivery shall remain with the Supplier.
- 14.2 The customer is granted a non-transferable, non-exclusive right of use for the contractually agreed purpose.
- 14.3 Reverse engineering, reproduction or disclosure to third parties is prohibited.
- 14.4 The source code shall not be disclosed.

15 Data Protection / Remote Maintenance

- 15.1 The processing of personal data shall be carried out in accordance with the Swiss Federal Act on Data Protection (FADP) and — where applicable — the General Data Protection Regulation (GDPR).
- 15.2 Operational, diagnostic and telemetry data may be processed for the purposes of support, maintenance and product improvement.
- 15.3 The Supplier shall implement appropriate technical and organisational security measures.
- 15.4 A data processing agreement shall be concluded upon request, if required.

16 Withdrawal / Deterioration of Solvency

- 16.1 In the event of a material deterioration in the customer's financial condition (in particular payment default, imminent insolvency or the filing for insolvency proceedings), the Supplier shall be entitled to suspend its performance and to demand appropriate security or advance payment.

- 16.2 If the required security or advance payment is not provided within a reasonable period, the Supplier shall be entitled to withdraw from the contract with respect to the part not yet performed.

17 Legal Defects

- 17.1 The Supplier warrants that, at the time of delivery, the subject of delivery is free, in the contractually agreed country of delivery, from third-party intellectual property rights that would prevent its use in accordance with the contract.
- 17.2 The customer shall inform the Supplier without undue delay of any claims asserted by third parties and shall entrust the Supplier with the legal defence. In the event of justified claims, the Supplier shall, at its discretion, procure a right of use, modify the subject of delivery or deliver a replacement.

18 Export Control

- 18.1 The customer undertakes to comply with all applicable export control, sanctions and embargo regulations.
- 18.2 The Supplier shall be entitled to withhold performance insofar as the provision of such performance would violate any such regulations.

19 Governing Law and Jurisdiction

- 19.1 Swiss law shall apply exclusively to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 19.2 The place of jurisdiction shall be Lucerne.

20 Severability

- 20.1 Should any provision of these Terms and Conditions be or become invalid or unenforceable, the validity of the remaining provisions shall remain unaffected.
- 20.2 In place of the invalid or unenforceable provision, a valid provision shall be deemed agreed that comes closest to the economic purpose of the original provision.

21 Entry into Force

- 21.1 These General Terms and Conditions replace all previous versions and shall enter into force on 1 January 2026.