

1. General

- 1.1 This version of the General Terms and Conditions (hereinafter "GTCs") replaces all previous versions.
- 1.2 These GTCs apply to all purchase and work contracts of Griesser AG (hereinafter "Griesser") with specialist partners (hereinafter "Customer"), unless special contractual agreements are made in writing in individual cases or mandatory statutory provisions apply. The validity of terms and conditions contrary to or deviating from these GTCs, such as in particular but not limited to the Customer's general terms and conditions, is expressly excluded, subject to the provisions set forth in Clause 1.4 below.
- 1.3 These GTCs shall also apply if Griesser carries out the delivery to the Customer without reservation in the knowledge of conflicting or deviating conditions of the Customer.
- 1.4 Agreements deviating from these GTCs shall only be valid if they are expressly recorded in writing by Griesser in the offer and/or in the order confirmation or if they are agreed in writing by Griesser and the Customer and signed by both parties.

2. Offer/Conclusion of contract

- 2.1 The information in offers, brochures, catalogs, drawings, plans, on the Griesser website, etc. is based on the specifications valid at the time the offer is made.
- 2.2 The Customer takes the measurements using Griesser's valid measurement sheets. The sending of a measurement sheet is considered as a binding order, as are the return of the signed offer or the signed order confirmation.
- 2.3 Duplicate orders cannot be recognized by Griesser. Therefore, the Customer shall bear the risk of duplicate orders and the consequences resulting therefrom, such as, in particular, costs for additional expenses incurred by Griesser, cancellation, discontinuation of production, incorrectly or duplicately manufactured products (including their delivery, return and/or disposal), etc.

3. Changes

- 3.1 We reserve the right to make technical changes to models or generation changes at any time, in particular also the replacement of older models by newer models within the scope of repeat orders or subsequent deliveries. Even though Griesser endeavors to keep the differences between the individual generations of the models as small as possible, certain aesthetic and/or functional differences, e.g. as a result of product adaptations or further developments, cannot be avoided.
- 3.2 Costs for subsequent changes to the order, such as in particular costs for additional work by Griesser, production adjustment or discontinuation, incorrectly manufactured products (incl. their disposal), etc. shall be borne by the Customer.

4. Scope of services and delivery dates

- 4.1 The scope of services and delivery dates/deadlines result from Griesser's offer and/or order confirmation and are generally only binding once Griesser has received all binding information relevant to production.
- 4.2 Griesser warrants the use of high quality materials and workmanship in accordance with the state of the art at the time of the conclusion of the contract. The Customer is exclusively responsible for the selection of suitable products for the intended application in accordance with the applicable standards as well as for the intended use and assembly of the products in compliance with the applicable laws and standards.
- 4.3 The agreed deadlines and dates shall commence when Griesser has received in writing all decisions and information necessary for the production. The delivery date is understood to be the date of dispatch from the supplying plant.
- 4.4 In the absence of any express written agreement to the contrary, dates and/or deadlines are to be understood as non-binding guidelines. The relevant execution dates shall be coordinated with the Customer reasonably in advance. Fixed dates must be confirmed explicitly and in writing by Griesser at the time of the order.
- 4.5 Agreed dates and/or deadlines shall be extended appropriately in the event of subsequent adjustments on the part of the Customer if the Customer is in default with the services or acts of cooperation within its sphere of responsibility. An appropriate extension of agreed deadlines shall also be made if hindrances occur which are beyond the control of Griesser such as, in particular, events of force majeure (e.g. natural phenomena, strikes, epidemics and pandemics, political unrest, armed conflicts, official measures, sanctions), changes in the law, import or transport difficulties or the like. Compliance with agreed dates and/or deadlines is furthermore subject to correct and timely delivery of raw materials and components to Griesser itself. Partial deliveries are possible at any time and remain reserved.
- 4.6 If delays are unavoidable using commercially reasonable precautions, Griesser will inform the Customer promptly and coordinate the further scheduling together with the Customer. Griesser's liability for possible damages, consequential costs and expenses in the event of deadline adjustments is expressly excluded.

5. Prices, delivery and payment conditions

- 5.1 The prices and their validity are derived from the price list valid at the time of the order. In case of a specific quotation, the prices are valid for 30 days from the date of quotation.
- 5.2 After carrying out a credit check, Griesser agrees on a credit limit with the Customer. When the credit limit is reached, further orders can only be placed against payment of the credit amount, advance payment or presentation of a bank guarantee from a bank accepted by Griesser.
- 5.3 National deliveries of complete products are made DAP (Incoterms 2020). Spare parts deliveries are EXW (Incoterms 2020), excluding packaging costs. International deliveries of complete products or spare parts are EXW (Incoterms 2020), excluding packaging costs. Nationally and internationally,

Griesser's prices are net, excluding the statutory VAT applicable at the time of delivery.

- 5.4 In the case of returns, the Customer shall bear all costs as well as any risk until the products are received at Griesser's factory; this shall also apply if the return is carried out by Griesser's vehicles.
- 5.5 Unless otherwise agreed, invoices are payable within 30 days of invoicing, without deduction and excluding offsetting. The minimum invoice amount is CHF 55.00 net value of goods (gross price without packaging and less discounts). In the event of default in payment (which occurs without reminder immediately upon expiry of the payment deadline), Griesser reserves the right to claim default interest in the amount of 6% or the applicable statutory default interest rate. Griesser is also entitled to unilaterally adjust the terms of payment in the event of slow payment by the Customer and to withdraw from further contracts by means of an extraordinary right of termination.
- 5.6 Griesser's deliveries are made exclusively under reservation of title. Ownership of the products shall not pass to the Customer until all outstanding claims, including interest and collection costs, have been settled in full.

6. Assembly

- 6.1 Unless expressly agreed otherwise in writing, the assembly of delivered products is not the subject of the contract with the Customer. Assembly is carried out by the Customer under its sole responsibility. The applicable assembly instructions from Griesser must be strictly observed, otherwise any warranty from Griesser will be voided. Upon special request, Griesser will support the Customer by providing training or other assistance. However, such support services do not change the Customer's sole responsibility and liability for the assembly of the products.
- 6.2 Griesser's assembly instructions, as well as any other advice which is technical to the application, are intended to explain to the Customer the best possible use of the products. They do not release the Customer from its obligation and responsibility to satisfy itself by its own diligent testing of the suitability of the products for the intended application in accordance with the applicable standards and to use only products suitable for this purpose and to use the fastening materials necessary for the specific type of assembly in the quantity and quality provided by Griesser. Unless otherwise specified in the purchaser's order, standard assembly materials for concrete are supplied. Any liability and/or warranty on the part of Griesser is excluded if unsuitable assembly materials or unsuitable assembly surfaces are used.

7. Warranty

- 7.1 The products shall be inspected immediately after delivery in accordance with the applicable Incoterm (Incoterms 2020) for full suitability according to the contract and inspected for defects. If the Customer arranges delivery to a third location, e.g. to the Customer's place of residence, all risks arising from direct delivery shall be borne by the Customer. Griesser must be notified of visible defects within ten days of delivery in accordance with the applicable Incoterm (Incoterms 2020), and of hidden defects within ten days of discovery, in writing and with a detailed description of the defect. After the period for complaint expires unused, all warranty claims against Griesser are forfeited.
- 7.2 The warranty period shall be six (6) years from the date of delivery in accordance with the applicable Incoterm (Incoterms 2020), but in any event not more than six (6) years from the date of invoice (excluding motors and electronic components for which the warranty periods of the respective manufacturer/supplier applicable to Griesser shall apply).
- 7.3 Griesser's warranty is limited to the function of the products. Excluded from the warranty are defects or damage arising from or in connection with (i.) forcible or improper handling of the products; (ii.) the selection and installation of unsuitable products; (iii.) installation, operation or maintenance contrary to Griesser's instructions; (iv.) third-party effects such as mechanical interference, weathering or environmental influences. Defective products (or parts thereof) will be replaced free of charge. Further claims, such as substitute performance, reduction, rescission or damages are expressly excluded. Griesser's warranty is limited to the products themselves; this does not include, in particular, the reimbursement of costs arising from or in connection with the rectification of defects at the location of the end Customer.
- 7.4 Repair or replacement of defective products (or parts thereof) shall not result in any interruption / restart of Griesser's warranty.
- 7.5 In case of misuse of the warranty right (or in case of reasonable suspicion) a shortened warranty period of two years or a general exclusion from warranty shall apply.

8. Liability

- 8.1 To the extent admissible by law, Griesser's liability is expressly limited to direct damages incurred during the warranty period, excluding damages arising out of or in connection with circumstances pursuant to Clause 7.3 above. Except in cases of intent, gross negligence, personal injury or mandatory liability under the German Product Liability Act (*Produkthaftungsgesetz*), Griesser's liability is also limited to foreseeable, typically occurring damages.
- 8.2 Liability for further damages such as indirect or consequential damages of any kind (irrespective of their content or legal basis) such as in particular but not limited to claims of third parties, consequential damages, loss of profit, downtime, unrealized savings, additional expenses and costs of any kind, loss of reputation, etc. is, to the extent admissible by law, comprehensively excluded.

9. Patents

If a third party asserts claims against the Customer arising from or in connection with an infringement of industrial property rights with regard to the delivered products (or parts thereof), the Customer is obliged to inform Griesser immediately in writing. In this case Griesser shall be entitled, but not obliged, to conduct at its own expense all negotiations concerning an out-of-court or

judicial settlement of disputes or a lawsuit concerning the infringement of industrial property rights of third parties with regard to the delivered products (or parts thereof). The Customer is obligated to fully transfer the conduct of negotiations and/or lawsuit to Griesser upon first request and to provide Griesser with all information, support and cooperation necessary to defend the claim raised. Griesser shall not be liable in the event of any action, omission or concession by the Customer not coordinated with Griesser, nor in the event of failure to notify Griesser in due time of a claim made by a third party. Further excluded is any responsibility of Griesser for infringements of industrial property rights of third parties which are based on improper assembly, a use not in accordance with the intended use or a modification of the products (or parts thereof).

10. Images, photos, drawings

- 10.1 Insofar as Griesser provides the Customer with images, photos, representations or drawings (hereinafter "image material") for use (e.g. on the Internet or on flyers, brochures or similar advertising material), the Customer shall be obliged to identify the origin/authorship of the image material, e.g. with a note under or on the image "Copyright Griesser" or the corresponding abbreviation © in connection with the Griesser company. If a year was given by Griesser, this must also be included after the copyright notice. The Customer must always use the most current version of the image material made available to it by Griesser.
- 10.2 If Griesser provides the Customer with image material to which Griesser is only entitled to a right of use, Griesser shall inform the Customer of this. The use of this image material is at the Customer's own risk. In this case, the Customer shall comprehensively indemnify and hold Griesser harmless against any claims of third parties.
- 10.3 Griesser retains sole ownership of the copyright to image material provided to the Customer. The Customer is only granted a simple, non-transferable license to use the image material in the context of cooperation with Griesser or advertising for Griesser's products. With the exception of any adjustments to the size or resolution that may be necessary due to the chosen medium, the Customer is not entitled to edit or alter the image material so that its message is distorted or misappropriated. Furthermore, the image material may not be copied or reproduced/photographed without the written consent of Griesser.
- 10.4 In the event of any use of image material contrary to the provisions of this Clause 9, Griesser may demand from the Customer the immediate cessation of use and surrender of the image material and, if necessary, the destruction and recall of printed media. The right to use the image material expires upon termination of cooperation with Griesser. In this case, the Customer must completely destroy the image material or return it to Griesser, without being asked to do so.
- 10.5 Insofar as the Customer provides Griesser with image material, it shall guarantee that no third party copyrights exist in this photographic material and shall comprehensively indemnify and hold Griesser harmless against all third party claims that may arise against Griesser from or in connection with the use of the image material provided by the Customer.

11. Data protection

- 11.1 Personal data of the Customer (hereinafter referred to as "data") shall be collected, stored, processed and used by Griesser if, to the extent and for as long as this is necessary within the scope of the business relationship between Griesser and the Customer (including its establishment, processing and termination). Any further collection, storage, processing and use of personal data of the Customer shall only take place if required or permitted by law or if the Customer has consented thereto.
- 11.2 The Customer is aware that for the implementation of pre-contractual measures and for the settlement of the business relationship, the collection, processing and use of, among other things, its name / company, address, contact details and bank details is required. In particular, Griesser is entitled to transmit data to third parties or make inquiries with third parties if and to the extent that this is necessary for the implementation of pre-contractual measures, the handling of the business relationship or the fulfillment of a legal obligation (e.g. for credit checks, delivery, customer support, invoicing or enforcement of claims). If the Customer has not prohibited this, Griesser may use the data for marketing purposes (e.g. for customer communication or customer satisfaction surveys) and also pass it on to service partners commissioned by Griesser.
- 11.3 The collection, storage and processing of data is carried out in accordance with the relevant legal provisions; in all other respects, the Griesser data protection provisions apply, available at www.griesser.ch.

12. Jurisdiction and applicable law

All disputes arising out of or in connection with these GTCs (including their applicability and validity) shall be subject to the jurisdiction of the ordinary courts at Griesser's registered office in CH-8355 Aadorf. Griesser reserves the right, however, to also assert claims against the Customer at its place of residence or domicile where its court of registration is located. Swiss substantive law shall apply exclusively, to the exclusion of the Vienna Convention on Contracts for the International Sale of Goods (CISG).

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