

## General Terms and Conditions for the Supply of Spare Parts, Wear Parts and Services (Edition 2020)

### 1. General Remarks

- 1.1 The Contract is concluded upon receipt of written confirmation of acceptance of the order by the Supplier (order acknowledgement).
- 1.2 These General Terms and Conditions of Supply are binding if they are declared applicable in the offer or the order acknowledgement. Conflicting terms and conditions submitted by the Purchaser are not valid unless they have been expressly accepted by the Supplier in writing.

### 2. Plans and Technical Documentation

The Supplier retains all rights to the plans and documentation that have been surrendered to the Purchaser by the Supplier. The Purchaser acknowledges these rights and will not use such plans and documentation other than for the purpose for which they were given to the Purchaser without the prior written permission of the Supplier.

### 3. Prices

- 3.1 All prices are quoted – unless agreed otherwise – net, ex works, excluding packaging, in freely disposable Swiss francs, without any deductions.
- 3.2 All incidental expenses are payable by the Purchaser. The Purchaser shall likewise reimburse all incidental expenses (taxes, charges, fees, customs duties, etc.) to the Supplier insofar as the latter necessarily incurred such expenses.

### 4. Terms of Payment

- 4.1 Payments shall be made by the Purchaser, in accordance with the agreed terms of payment at the domicile of the Supplier, without deducting discounts, fees, taxes, etc.
- 4.2 Adherence to payment deadlines is mandatory, even if the supplies of goods or services are delayed or are made impossible for reasons that are not attributable to the Supplier or if negligible parts are missing or if the reworking that proves to be necessary makes it impossible to use the goods supplied.
- 4.3 If circumstances arise after conclusion of the Contract which give the Supplier good reason to believe that the Purchaser will not make payments in full or on time, the Supplier is entitled, without any effect on his statutory rights, to suspend further performance of the Contract and to withhold deliveries until new payment and delivery terms are agreed and the Supplier has received adequate security. If it is not possible to reach an agreement, the Supplier is entitled to withdraw from the Contract and claim damages.

### 5. Retention of Title

The Supplier will retain full title to his goods until receipt of all payments in full in accordance with the Contract. By entering into the Contract, the Purchaser authorizes the Supplier to arrange entry or notice of retention of title and such like in public registers pursuant to the applicable national laws and at the expense of the Purchaser.

### 6. Terms of Delivery

#### 6.1 Delivery Deadline

Adherence to the delivery deadline requires timely performance of the contractual obligations by the Purchaser.

The delivery deadline is extended proportionately if obstacles arise that the Supplier is unable to prevent despite exercising due care, regardless of whether they arise at his premises, at the Purchaser's premises or at those of a third party. Such obstacles are for example epidemics, military mobilization, war, riots, considerable operational disturbances, accidents, industrial disputes, delayed or faulty delivery of the necessary raw materials, semi-finished or finished products, rejection of important workpieces, official measures or omissions, natural disaster. The Supplier disclaims all liability for delayed deliveries for which it is not to blame.

In the event of a delayed delivery for which the Supplier is to blame, the maximum compensation payable for each full week of delay is ½ %, capped at an aggregate 5 %, based on the contractual price of the delayed part of the delivery. The first two weeks of delay do not entitle the Purchaser to claim compensation for a delayed delivery.

Further claims for damages are expressly excluded.

#### 6.2 Additional Transport Costs

In urgent cases, orders for spare parts that are in stock are deliverable ex works on the same business day (business days: Monday – Friday; business hours: 7:30 a.m. – 5:00 p.m.), provided Supplier receives the order by 2 p.m. on the day in question. An express surcharge of CHF 300.00 is payable for this express service.

#### 6.3 Minimum Quantity Surcharge

A minimum quantity surcharge of CHF 100.00 is payable on orders of goods below CHF 300.00.

#### 6.4 Returns

Acceptance of the return of parts that were ordered erroneously is strictly subject to the prior approval of Steinemann Technology AG and to an administrative charge of 20 % of the value of the goods. The amount of credit issued upon return of the goods to Steinemann Technology is based on the condition of the goods.

### 7. Packaging

Packaging is charged separately by the Supplier and is not returnable.

### 8. Transfer of Benefit and Risk

Benefit and risk are transferred to the Purchaser upon dispatch of the goods ex works at the latest.

## 9. Inspection and Acceptance of the Goods and Services Supplied

- 9.1 The Supplier will inspect the supply of goods and services prior to dispatch as is customary. If the Purchaser requests more extensive inspections, they shall be agreed and paid by the Purchaser separately.
- 9.2 The Purchaser shall inspect the goods and services supplied within a reasonable period of time and shall promptly notify the Supplier in writing of any defects. Otherwise, the goods and services supplied are deemed to have been accepted by the Purchaser.
- 9.3 The Supplier agrees to remedy defects that are notified within a reasonable period of time.

## 10. Warranty, Liability for Defects

- 10.1 The warranty period for spare parts is 12 months from the date of installation by the Supplier, but at the maximum 18 months upon dispatch of the goods ex works of the Supplier's premises. The warranty will lapse if the Purchaser or other persons make inappropriate changes or undertake repairs themselves or if the Purchaser, in the event of the occurrence of a defect, fails to implement appropriate measures forthwith to limit the damage and fails to give the Supplier an opportunity to remedy the defect.
- 10.2 Upon receipt of a written request by the Purchaser, the Supplier shall have the option of repairing or replacing all the parts of the goods supplied which are demonstrably defective or unusable due to poor material, defective design or faulty workmanship, prior to the expiry of the warranty deadline and within a reasonable period of time. Additional liability for losses that are not attributable to the spare parts supplied and for any resultant loss is expressly excluded.
- 10.3 For wear parts (consumables), such as transport rollers, brake pads, brake discs, V-belts, V-belt pulleys, seals, batteries, oils, greases, etc., any warranty is excluded to the extent permitted by law. In the event of detectable production or material defects in wearing parts, the Supplier shall supply replacements free of charge.

## 11. Exclusion of Further Liability

All claims by the Purchaser, apart from those expressly stated in these Terms and Conditions, are excluded. Under no circumstances is the Purchaser entitled to claim for damage that did not occur to the item actually supplied, such as production losses, loss of use, loss of orders, lost profit and other direct or indirect losses.

## 12. Services

### 12.1 Specific provisions, order of priority

If the Purchaser commissions the Supplier with services (hereinafter referred to as "Services"), the following special provisions shall take precedence over the other provisions of these General Terms and Conditions (with the exception of the following clause 15).

### 12.2 Notification of the readiness of the service site

The Purchaser shall ensure that the service site is ready for the commencement of the Services at the agreed time and enable the Supplier to provide the Services, including outside normal working hours if the Supplier so wishes.

### 12.3 Equipment, tools and qualified personnel

The Purchaser shall provide the Supplier at the service site at the right time and free of charge with all necessary cranes, lifting gear and equipment for transport, auxiliary tools, machines, materials and operating resources (including fuels, oils, greases and other materials, gas, water, electricity, steam, compressed air, heating, lighting, etc.) as well as with available measuring and testing equipment. In addition, the Purchaser shall, at its own expense, provide the Supplier with the equipment, tools and skilled personnel necessary for the provision of the Services. All such equipment, tools and skilled personnel must be available from the arrival of the Supplier's personnel at the service site.

### 12.4 Security measures

The Purchaser shall ensure that the Services are not carried out in an unhealthy or dangerous environment. All necessary safety and precautionary measures are to be taken before the service work starts and must be maintained. The Supplier may stop the Services immediately if the described working environment is not guaranteed.

### 12.5 Equipment to be provided by the Purchaser

The Purchaser provides the following facilities free of charge in the immediate vicinity of the service site:

- (i) adequate warehouses equipped with locks and shelves and containers for tools and equipment and materials for assembly and installation
- (ii) appropriate changing rooms equipped with locks and washing facilities and available for use by the Supplier's personnel;
- (iii) adequately equipped offices with locks and telephone and Internet access for the Supplier's personnel;
- (iv) drinking water and toilet facilities at the service site.

### 12.6 Labor force provided by Purchaser

Upon timely request by the Supplier, the Purchaser shall provide the Supplier free of charge with the skilled and unskilled labor force specified in the relevant Service Agreement or reasonably required for the purposes of providing the Services. The persons provided by the Purchaser under this clause shall provide their own tools. The Supplier shall not be liable either for the labor force provided by the Purchaser or for acts or omissions of the persons concerned.

### 12.7 The Purchaser's Safety Regulations

Prior to commencement of the work, the Purchaser shall inform the Supplier of all relevant safety regulations that apply at the service site. The Supplier shall ensure that its personnel comply with these safety regulations.

### 12.8 Liability for defects

The Supplier shall not be liable for loss of use, loss of profit, loss of contract or other indirect or consequential damage caused by the Services, unless the Supplier has acted with gross negligence or intent.

## 13. Third-party machinery

If the Purchaser commissions the Supplier with deliveries and/or services in connection with machines which are not manufactured by the Supplier (hereinafter referred to as "Third-party Machines"), in particular if the Purchaser commissions the Supplier to supply spare parts for Third-party Machines, to inspect and analyze Third-party Machines and to make recommendations regarding necessary repairs or the procurement of spare parts or to make adjustments to Third-party Machines in order to optimize the sanding process, the following shall apply in deviation from the other provisions regarding liability and warranty: To the extent permitted by law, all liability and warranty, in particular for material defects and defects of title or the proper functioning of spare parts installed in Third-party Machines or for the correctness of information, is expressly excluded.

In all other respects and insofar as they do not contradict the special provisions according to the preceding paragraph, the provisions of these General Terms and Conditions of supply shall also apply to Third-party Machines.

## 14. Copyright / Industrial Property Rights

Supplier has obtained property rights (copyright, trademark and patent protection) for the various components and processes in its plants. All use or acquisition whatsoever of images, drawings, texts or numbers is prohibited without the written approval of Supplier.

If Supplier makes a product according to the specifications submitted by the Purchaser, the latter is responsible for ensuring that no third-party industrial property rights are infringed. If Supplier is sued by third parties in such cases for infringement of any property rights whatsoever, the Purchaser will release Supplier from all liability and will also fully indemnify Supplier.

## 15. Jurisdiction and Applicable Law

### 15.1 Jurisdiction

The place of jurisdiction shall be at the registered office of the Supplier.

The Supplier shall, however, be entitled to sue the Purchaser at the latter's registered address.

### 15.2 Applicable Law

The contract shall be governed by Swiss substantive law under the exclusion of the UN Sales Convention (CISG).