

General Terms and Conditions (GTC) for Conventional Services (Edition 2026)

Applicable to: installation, commissioning, trial operation, spare parts, wear parts and maintenance services

1. Scope

- 1.1** These General Terms and Conditions (hereinafter referred to as the 'Terms') govern the legal relationship between Steinemann Technology AG (hereinafter referred to as the 'Contractor') and the Customer (hereinafter referred to as the 'Customer') in respect of installation, commissioning and trial operation of machinery and plant, as well as the supply of spare parts and wear parts and the provision of maintenance services (collectively referred to as 'Conventional Services'), irrespective of whether these are provided on-site or via remote maintenance.
- 1.2** These Terms and Conditions apply exclusively to commercial Customers (B2B). They are binding if they are declared applicable in the Contractor's quotation or written order confirmation. Any terms and conditions of the Customer to the contrary shall only be valid insofar as they are expressly accepted by the Contractor in writing.
- 1.3** For one-off deliveries of machinery and plant, the Contractor's General Terms and Conditions of Delivery for Machinery and Plant shall apply. For the use of the Contractor's software, the Contractor's General Terms and Conditions for Software Use shall apply. In the event of any conflict between these terms and conditions and the aforementioned terms and conditions, the more specific terms and conditions shall take precedence within their respective scope of application.
- 1.4** Where Conventional Services are provided under a Framework Agreement for Services and an associated SLA document of the Contractor, the following contractual hierarchy shall apply in the event of any inconsistencies, from the more specific to the more general: (1) the relevant SLA document, (2) the Framework Agreement for Services, (3) these Terms and Conditions.
- 1.5** All agreements and legally relevant declarations by the contracting parties must be in writing (handwritten signature) or in text form (email, provided the sender's identity can be verified) to be valid. Qualified electronic signatures (QES) are equivalent to a handwritten signature (Art. 14(2)^(bis) of the Swiss Code of Obligations (CO)).

2. Conclusion of the Contract

- 2.1** The contract for Conventional Services is concluded upon receipt of the Contractor's written confirmation that they accept the order (order confirmation). Offers that do not specify a time limit for acceptance are non-binding.
- 2.2** These terms and conditions also apply to installation supervision, unless specific agreements exist or are concluded in this regard.

3. Plans and technical documentation

- 3.1** Information contained in plans and technical documentation is binding only insofar as it has been expressly guaranteed.
- 3.2** Each contracting party reserves all rights to plans and technical documentation which it has provided to the other party. The receiving contracting party acknowledges these rights and shall not, without the prior written authorisation of the other contracting party, make the documentation available to third parties, either in whole or in part, or use it for any purpose other than that for which it was provided.

4. Obligations of the Contractor

- 4.1** The Contractor undertakes to perform the Conventional Services professionally using qualified staff or to have them performed by qualified third parties, who are also referred to as 'Contractors' in these terms and conditions. The Contractor remains liable to the Customer for the performance of the services in accordance with the contract.
- 4.2** The Contractor shall inspect deliveries of spare and wear parts, as well as the results of maintenance services, to the extent customary prior to delivery or completion. Should the Customer require further inspections, these must be specifically agreed and shall be paid for by the Customer.

5. Obligations of the Customer

- 5.1** The Customer must draw the Contractor's attention, at the latest upon placing the order, to the regulations and standards relating to the performance of the services, operation, and the prevention of illness and accidents.

- 5.2** The Customer must take all necessary steps to ensure that the services can be commenced on time and carried out without hindrance or interruption. The Contractor's staff shall not be called upon until all preparatory work has been completed.
- 5.3** The Customer must ensure that the necessary entry and exit permits, residence permits, work permits and other authorisations for the Contractor's staff can be obtained in good time.
- 5.4** The Customer shall carry out the site-specific and other preparatory work in a professional manner at its own expense and under its own responsibility, where applicable in accordance with the documentation supplied by the Contractor. It shall ensure that the transport routes to the place of performance (hereinafter referred to as the 'Place of Performance') are in a serviceable condition and that the Place of Performance itself is in a condition suitable for work, and that unhindered access is guaranteed.
- 5.5** The Customer shall, at its own expense, take the necessary accident prevention measures and expressly draw the Contractor's attention to any circumstances where special consideration must be given to the Contractor and/or other Contractors, or where relevant regulations must be observed. The Contractor is entitled to refuse or suspend the provision of services if the safety of its staff cannot be guaranteed or if the services would have to be provided in an unhealthy or hazardous environment. In the event of an accident or illness affecting the Contractor's staff, the Customer shall provide the necessary assistance.
- 5.6** The Customer shall, at its own expense, make the following available in good time at the place of performance: qualified skilled workers and unskilled workers with the necessary tools and equipment, insofar as provided for in the quotation or the order confirmation; operational cranes, hoists and means of transport; necessary consumables and installation materials; the necessary electrical power, lighting, compressed air and operating materials; and means of communication. Workers provided by the Customer shall be in a contractual relationship with the Customer and not with the Contractor, but shall comply with the Contractor's work instructions.
- 5.7** In the case of services provided at the Customer's premises (on-site assignments), the Customer shall provide, free of charge and in the immediate vicinity of the service location, suitable storage facilities, changing rooms with washing facilities and office space with communication connections for the Contractor's staff. The Customer shall inform the Contractor, prior to the commencement of work, of all relevant safety regulations applicable at the service site; the Contractor shall ensure that its staff comply with these regulations.
- 5.8** For remote service provision, the Customer shall ensure the necessary remote access to the plant and control systems (VPN or an equivalent secure communication channel) as well as the availability of the software and cloud infrastructure required for this purpose, and shall designate a technically qualified plant manager as the point of contact.
- 5.9** If the Customer fails to fulfil, or only partially fulfils, its obligations under these terms and conditions, the Contractor shall be entitled to fulfil them itself or to have them fulfilled by third parties. Any costs arising therefrom shall be borne by the Customer. If the Customer breaches its duty to cooperate and this breach is the cause of a delay or disruption to the provision of services, the Contractor's obligation to meet agreed performance targets and deadlines shall lapse to the corresponding extent.
- 5.10** Material to be installed must be stored by the Customer in such a way as to protect it from harmful influences. It must be checked for completeness and damage in the presence of the Contractor's staff before work commences. Any material lost or damaged during storage shall be re-supplied or repaired at the Customer's expense.
- 5.11** The Customer shall return the tools and equipment provided by the Contractor to the location specified by the Contractor immediately upon completion of the services and shall bear the shipping costs, unless these are included in the price. Any tools made available to the Contractor by the Customer shall be returned to the Customer upon completion of the services.
- 5.12** The Customer shall involve its future operational staff in the work whilst the services are being performed, in order to familiarise them with the Contractor's methods and technology. The Contractor shall undertake the technical training of this staff, provided this has been expressly agreed.
- 5.13** The Customer is not authorised, without the Contractor's written consent, to engage the Contractor's staff for work that has not been contractually agreed. Even if the Contractor agrees to such engagement, this does not constitute an acceptance of liability for this work. The Contractor accepts no liability for work carried out on the Customer's instructions without specific instructions from the Contractor.

6. Third-party machinery

- 6.1** If the Customer commissions the Contractor to carry out deliveries or services in connection with machinery not manufactured by the Contractor (hereinafter referred to as 'third-party machinery'), in particular the supply of spare parts for third-party machinery, the inspection and analysis of third-party machinery, or the carrying out of adjustments to optimise the grinding process, the following shall apply notwithstanding the other provisions of

these terms and conditions regarding liability and warranty: To the extent permitted by law, any warranty, in particular for material defects and defects of title, or for the faultless functioning of spare parts fitted in third-party machinery, or for the accuracy of information provided, is hereby excluded. Liability for wilful misconduct and gross negligence in accordance with Art. 100 of the Swiss Code of Obligations (CO) remains reserved.

- 6.2** In all other respects, the provisions of these Terms and Conditions shall also apply to third-party machinery, provided they do not conflict with the specific provisions set out in Clause 6.1.

7. Prices and Terms of Payment

- 7.1** Unless otherwise agreed, all prices are net ex works or on a time-and-materials basis, excluding packaging, in the currency specified in the quotation, exclusive of VAT, and without any cash discount or other deductions. All ancillary costs shall be borne by the Customer; the Customer shall reimburse the Contractor for any taxes, duties, fees and customs duties insofar as the Contractor has become obligated to pay these on behalf of the Customer.
- 7.2** Unless a fixed price has been agreed, the Contractor's services shall be invoiced on a time-and-materials basis at the Contractor's current rates for regular working hours, travel time, overtime, night work, Sunday work and work on public holidays, as well as for tools, equipment and consumables provided. Travel costs, expenses and accommodation costs shall be calculated in accordance with the Contractor's current rates.
- 7.3** Packaging shall be invoiced separately to the Customer and shall not be taken back by the Contractor. For urgent express deliveries of spare parts and wear parts held in stock, the Contractor may charge an express surcharge in accordance with its current rates. For orders below the minimum order value communicated by the Contractor, the Contractor may charge a small-quantity surcharge.
- 7.4** Returns of incorrectly ordered spare or wear parts will only be accepted with the Contractor's prior approval. The Contractor may charge a handling fee of up to 20 per cent of the value of the goods; the amount of the credit note will depend on the condition of the returned goods.
- 7.5** Unless otherwise agreed, invoices are payable without deduction within 30 days of the invoice date at the Contractor's registered office. The Contractor is entitled to demand partial or full advance payment of the estimated amount.
- 7.6** The Customer may neither withhold nor reduce payments on the grounds of complaints or counterclaims, unless the counterclaim has been acknowledged in writing by the Contractor or has been finally and conclusively established. The obligation to pay shall remain in force even if the services are delayed or become impossible for reasons for which the Contractor is not responsible.
- 7.7** If the payment deadline is exceeded, default interest shall be payable without the need for a reminder. The rate of default interest shall be at least 5 per cent per annum. If a contractually agreed interest rate is higher, that rate shall apply.
- 7.8** If, due to circumstances arising after the conclusion of the contract, the Contractor has serious grounds to fear that the Customer's payments will not be received in full or on time, the Contractor is entitled to suspend further performance of the contract and withhold deliveries until new terms of payment and delivery have been agreed and sufficient security has been provided. If no agreement is reached, the Contractor is entitled to withdraw from the contract and claim damages.
- 7.9** Taxes, duties, charges and social security contributions payable by the Contractor or its staff in connection with the contract outside Switzerland shall be borne by the Customer, with the exception of personal income tax.

8. Retention of title

- 8.1** The Contractor shall retain title to any spare and wear parts supplied until payment has been made in full in accordance with the contract. The Customer authorises the Contractor, at the Customer's expense, to register or enter a notice of retention of title in public registers in accordance with the applicable national laws.
- 8.2** Benefit and risk in respect of the spare and wear parts supplied shall pass to the Customer at the latest upon dispatch of the delivery ex works. The Customer shall bear the risk for materials to be fitted whilst the services are being performed, as well as for the tools, equipment and materials provided by the Customer.

9. Deadlines and Default

- 9.1** A deadline for the performance of services is only binding on the Contractor if it has been confirmed by the Contractor in writing. A performance deadline is deemed to have been met if, upon its expiry, the services are ready for acceptance; it is also deemed to have been met if, although parts are missing or rework is required, normal operation is possible or is not impaired.
- 9.2** A binding deadline shall be extended by a reasonable period if (a) the Contractor does not receive the necessary information in good time or the Customer subsequently amends it; (b) the Customer fails to fulfil its contractual

obligations, in particular the payment terms set out in Clause 7 or the obligations to cooperate set out in Clause 5; or (c) circumstances arise for which the Contractor is not responsible, in particular force majeure as defined in Clause 14.

- 9.3** If a bindingly agreed deadline is not met for reasons for which the Contractor alone is responsible, the Customer may, insofar as it can prove that it has suffered damage as a result, claim compensation for delay amounting to 0.5 per cent per full week of delay, up to a maximum of 5 per cent of the price of the service provided late. There shall be no entitlement to compensation for delay for the first two weeks of the delay. Any further claims and rights arising from the delay are excluded; this is without prejudice to liability for wilful misconduct or gross negligence in accordance with Art. 100 of the Swiss Code of Obligations (CO).

10. Acceptance and Notice of Defects

- 10.1** Services relating to assembly, commissioning and trial operation are ready for acceptance as soon as the machinery or plant has been installed. As soon as the Customer is notified that the service is ready for acceptance, they must inspect it without delay and notify the Contractor in writing of any defects without delay. If they fail to do so, the service shall be deemed to have been approved.
- 10.2** The Customer must give written notice of defects in delivered spare and wear parts, as well as in services rendered, within 14 days of discovery or of the time at which the defect could have been discovered upon careful inspection. If the Customer fails to give timely notice of defects, the deliveries and services shall be deemed to have been approved.
- 10.3** The Contractor undertakes to remedy any defects reported in good time within a reasonable period.

11. Warranty

- 11.1** For assembly, commissioning and other work services, the Contractor provides a warranty for 12 months following completion of the services, guaranteeing that they have been carried out professionally and with due care. If the services are interrupted for reasons set out in Clause 9.2, the warranty period for the services completed prior to the interruption shall commence no later than 3 months after the start of the interruption; the warranty period shall in any event expire 3 years after the agreed start of the provision of services. For spare parts, the warranty period is 12 months from the date of fitting, but shall end no later than 18 months after dispatch from the Contractor's works.
- 11.2** For wear parts (namely transport rollers, brake pads, brake discs, V-belts, V-belt pulleys, seals, batteries, oils and greases), any warranty is excluded to the extent permitted by law; in the event of demonstrable manufacturing or material defects, the Contractor shall supply replacements free of charge.
- 11.3** Defects reported during the warranty period shall, at the Contractor's discretion, be rectified free of charge within a reasonable period or the affected part replaced. The warranty for rectification work applies to the same extent as for the original service, but not beyond the applicable warranty period for such work.
- 11.4** The warranty shall lapse prematurely if the Customer or third parties carry out alterations or repairs without the Contractor's written consent, or if, upon the occurrence of a defect, the Customer fails to take appropriate measures immediately to minimise damage and give the Contractor the opportunity to rectify the defect.
- 11.5** Further claims for defects are excluded to the extent permitted by law. This is without prejudice to liability for wilful misconduct or gross negligence in accordance with Art. 100 of the Swiss Code of Obligations (CO), as well as the statutory limitation period in the event of fraudulent concealment of defects.

12. Liability

- 12.1** The Contractor shall be liable to the Customer only for such damage as it, its organs, its staff or its vicarious agents have culpably caused during the preparation, performance or rectification of the Conventional Services. Liability for property damage is limited in total to CHF 5,000,000 (five million Swiss francs) per claim. Statutory liability applies in respect of personal injury.
- 12.2** Subject to cases of wilful misconduct or gross negligence, the Contractor's liability for production downtime, loss of profit, loss of use, financial loss and consequential damages is excluded insofar as these are attributable to simple negligence. Likewise, any further claims by the Customer for compensation for damages of any kind, regardless of the legal basis, are excluded insofar as these are attributable to simple negligence and are permitted by law.
- 12.3** The Customer shall be liable for damage caused by its staff or by workers provided by it. This shall also apply where the Contractor's staff supervise or oversee the work, unless it can be proven that gross negligence in instructions, omissions or supervision caused the damage. The Customer shall also be liable for damage caused

by defects in the tools, equipment or materials provided by them, unless the Contractor's staff should have detected the defect had they exercised reasonable care.

- 12.4** The Contractor shall not be liable for workers provided by the Customer in accordance with Clauses 5.6 and 5.7, nor for any acts or omissions on the part of such persons.
- 12.5** If a third party asserts claims against the Contractor for infringement of intellectual property rights in connection with a service commissioned by the Customer, the Customer shall indemnify the Contractor against such claims and compensate the Contractor for any proven loss.
- 12.6** Insofar as Conventional Services are provided as remote services, the Contractor shall not be liable for any disruption or delay in the provision of services attributable to a failure or malfunction of the remote access to be provided by the Customer in accordance with Clause 5.8 or of the software and cloud infrastructure required for this purpose, provided that the Contractor is not responsible for such failure.

13. Use of raw data in connection with services

- 13.1** In the course of providing services (in particular on-site and remote diagnostics as well as technical support), the Contractor is entitled to use raw data transmitted by the Customer or collected in the course of service provision (in particular error logs, operating parameters, vibration data, process data and control data relating to the system in question) solely for the purposes of diagnosing, analysing and rectifying the specific service issue, as well as for improving the quality of service provided to the Customer.
- 13.2** Use of this raw data for the Contractor's own product development, benchmarking or commercial purposes is permitted only with the Customer's prior written consent. The Contractor may use anonymised and aggregated operational data, which does not allow any conclusions to be drawn about the Customer or its production, for internal quality and development purposes without separate consent.
- 13.3** The raw data shall be deleted upon completion of the relevant service case, provided that no statutory retention obligation precludes this; the maximum retention period is 24 months.
- 13.4** The Customer shall ensure that the raw data transmitted by them or made accessible in the course of the provision of services does not contain any direct link to identifiable individuals (in particular operator or login IDs), unless this has been expressly agreed upon for technical reasons; should such a link nevertheless exist, the Customer shall inform the Contractor without delay.
- 13.5** The Contractor's access to raw data via a secure channel provided by the Customer (in particular remote access in accordance with Clause 5.8) shall be granted exclusively for the purpose of processing an open service case and shall be deemed revoked upon its closure, unless the Customer expressly extends such access.

14. Force majeure

- 14.1** Neither party shall be liable for any failure to perform or delay in the performance of its contractual obligations to the extent that this is attributable to events beyond its control which could not be averted despite the exercise of reasonable care (force majeure), in particular natural disasters, epidemics, war, civil unrest, acts of terrorism, industrial disputes, measures or omissions by public authorities, and unforeseeable transport obstacles.
- 14.2** The affected party must inform the other party without delay and take all reasonable measures to minimise the impact. If the force majeure situation lasts for more than 60 days, both parties are entitled to terminate the relevant contract without liability for damages.

15. Termination of the contract by the Contractor

- 15.1** If, after the conclusion of the contract, events occur which the Contractor could neither foresee nor avert (in particular force majeure or actual subsequent impossibility), and these significantly alter the economic significance or the content of the service or render its performance impossible, the contract shall first be appropriately amended. Insofar as an amendment is not economically justifiable, the Contractor shall be entitled to withdraw from the contract in whole or in part. Claims for damages by the Customer arising from such a withdrawal are excluded, provided that the Contractor is not at fault for the impossibility.

16. Non-performance and defective performance

- 16.1** In all cases of poor performance not expressly regulated in these terms and conditions or non-performance not expressly regulated in these terms and conditions – in particular where the Contractor commences performance of the services without just cause so late that their timely completion can no longer be anticipated, or where services have been performed in breach of the contract through the Contractor's fault – the Customer shall be entitled to set the Contractor a reasonable period of grace for the services concerned, under threat of withdrawal should the Contractor fail to comply.

- 16.2** If this grace period expires without action being taken as a result of the Contractor's fault, the Customer may withdraw from the contract in respect of the services concerned and reclaim the proportion of payments already made relating thereto. The provisions of Clause 12 shall apply to any claim for damages by the Customer; the claim for damages shall be limited to 10 per cent of the contractual remuneration for the services in respect of which the contract is rescinded.

17. Copyright and industrial property rights

- 17.1** Various components and processes in the Contractor's facilities are protected by intellectual property rights (copyright, trade mark and patent protection). Any use or reproduction of images, drawings, texts or numbers is prohibited without the Contractor's written consent.
- 17.2** If the Contractor manufactures a product in accordance with the Customer's specifications, the Customer shall be responsible for ensuring that this does not infringe any third-party industrial property rights. Should the Contractor be sued by third parties for infringement of industrial property rights in such cases, the Customer shall indemnify the Contractor against all liability and hold the Contractor fully harmless.

18. Confidentiality

- 18.1** Both parties undertake to treat as confidential all confidential information received from the other party in the course of the contractual relationship and not to disclose it to third parties. In particular, technical documentation, access data, configurations, diagnostic and error data, as well as business and operational data, shall be deemed confidential.
- 18.2** The duty of confidentiality shall apply even before the conclusion of the contract and shall continue for a period of 5 years following the termination of the contractual relationship. For information that qualifies as a trade secret (in particular technical algorithms, production processes and configuration data relevant to competition), the duty of confidentiality shall apply indefinitely.

19. Export controls

- 19.1** The information, spare parts and technologies exchanged within the scope of Conventional Services may be subject to the export and import control regulations of Switzerland and other countries. Both parties undertake to comply with the export control and sanctions regulations applicable to them.

20. Cyber Security

- 20.1** Where control systems (in particular PLCs and HMIs) are supplied, installed or maintained as part of Conventional Services and these are deemed to be products containing digital elements within the meaning of the EU Cyber Resilience Act (Regulation (EU) 2024/2847, 'CRA'), the Contractor shall fulfil the obligations incumbent upon it as a manufacturer under the CRA, irrespective of the Customer's place of business.
- 20.2** The Contractor shall report actively exploited vulnerabilities and serious security incidents affecting control systems to the competent authority in accordance with the requirements of the CRA from the date it comes into force (September 2026) and shall inform the Customer without delay, at the latest within 24 hours of becoming aware of them.

21. Machinery Regulation (EU) 2023/1230

- 21.1** Where, within the scope of Conventional Services, machinery or plant, including their control systems (in particular PLCs and HMIs), are supplied, installed, commissioned or maintained, and these fall within the scope of Regulation (EU) 2023/1230 (the 'Machinery Regulation'), the Contractor shall fulfil the obligations incumbent upon it as a manufacturer in accordance with Art. 10 of the Machinery Regulation, in particular regarding conformity assessment, CE marking and the preparation and retention of technical documentation for a period of at least 10 years.
- 21.2** Control software (PLC/HMI) that fulfils a safety function within the meaning of Art. 3(3) of the Machinery Regulation is regarded as a safety component and is subject to the relevant conformity requirements. The Contractor shall, upon a reasoned request, make the source code or programming logic available to the competent market surveillance authority, insofar as this is necessary to verify compliance with the essential health and safety requirements; the confidentiality obligations under Clause 18 shall not apply in this respect.
- 21.3** Remote service provisions in accordance with Clause 5.8 are limited to diagnosis, monitoring and the adjustment of settings within the parameters specified by the manufacturer. Any modification to control parameters that would result in a substantial change within the meaning of Art. 3(16) of the Machinery Regulation (a physical or digital modification after placing on the market that deviates from the original manufacturer's specifications and

compromises the safety of the machine or plant) requires the prior written agreement of the parties. If such a modification is agreed, the Contractor shall be deemed to be the manufacturer in this respect in accordance with Art. 18 of the Machinery Regulation and shall assume the corresponding obligations of conformity for the modified machine or plant.

- 21.4** If the contract relates to third-party machinery as defined in Clause 6, the Customer shall bear responsibility for the overall conformity of the plant with the Machinery Regulation, unless the control component supplied or maintained by the Contractor itself qualifies as a safety component in accordance with Clause 21.2.
- 21.5** These provisions apply irrespective of the Customer's place of business, provided that the Machinery Regulation is applicable to the machine or plant in question. The Machinery Regulation shall apply in full from 20 January 2027; certain provisions, in particular those relating to market surveillance, shall apply earlier. With regard to the interaction with the EU Cyber Resilience Act as set out in Clause 20, the following applies: both sets of regulations shall apply in parallel, provided that the control system qualifies both as a product with digital elements within the meaning of the CRA and as a safety component within the meaning of the Machinery Regulation.

22. Final provisions

- 22.1** Any amendments or additions to these terms and conditions must be made in writing or in text form (email).
- 22.2** Should any individual provisions be wholly or partially invalid, the validity of the remaining provisions shall remain unaffected. The parties undertake to replace invalid provisions with new ones that come as close as possible to the economic purpose of the invalid provisions.
- 22.3** The Customer is not entitled to assign any rights or obligations arising from this contract to third parties without the Contractor's written consent. The same applies to a transfer in the context of a business transfer (asset deal) and in the context of a merger, demerger or conversion under the Mergers Act (FusG); the Contractor may refuse consent on objective grounds.
- 22.4** These terms and conditions replace the Contractor's previous 'General Terms and Conditions for the Assembly, Commissioning and Trial Operation of Machinery and Plant' and the previous 'General Terms and Conditions of Business and Delivery for Spare Parts, Wear Parts and Services' (both 2020 editions). The following applies to existing contractual relationships concluded on the basis of these previous terms and conditions:
- 22.5** Individual orders already in progress (in particular ongoing assembly, commissioning or delivery orders without a recurring contractual structure) shall be completed in accordance with the previous terms and conditions as set out in Clause 22.4 until their conclusion, unless the parties agree otherwise.
- 22.6** In the case of continuing contractual relationships with a recurring contractual structure (in particular maintenance and service contracts with automatic renewal), the Contractor shall notify the Customer of the transition to these terms and conditions in writing (including by email) with at least 60 days' notice prior to the next contract renewal; the notice must clearly specify the material changes compared with the previous terms and conditions set out in Clause 22.4. If the Customer does not object within 30 days of receipt, these terms and conditions shall be deemed to have been agreed as applicable from the date of the next contract renewal. The Customer is also entitled to terminate the relevant contractual relationship with immediate effect from the date on which these terms and conditions come into force; the notice of termination must be submitted to the Contractor in writing within 20 days of receipt of the notice of change.

23. Dispute Resolution

- 23.1** The parties undertake to resolve disputes arising out of or in connection with this contract by mutual agreement through direct negotiations at management level within 30 days, before resorting to ordinary legal proceedings. The obligation to seek interim legal relief immediately remains unaffected.

24. Jurisdiction and Applicable Law

- 24.1** The place of jurisdiction for the Customer and the Contractor is the Contractor's registered office (St. Gallen). The Contractor reserves the right to bring proceedings against the Customer at the Customer's registered office.
- 24.2** The legal relationship is governed by the substantive law of Switzerland, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

Appendix (Variant) – Detailed provisions on working hours and travel time

This variant incorporates the previous provisions on working hours and travel time from the earlier General Terms and Conditions for Assembly, Commissioning and Trial Operation in full and unchanged, for optional inclusion in place of the blanket reference provision in Clause 7.2 of these Terms and Conditions.

A.1 Working hours

- A.1.1** Subject to any deviating mandatory provisions at the place of performance, the working hours are set out below.
- A.1.2** Normal weekly working hours are generally spread over 5 working days. If, for reasons beyond the Contractor's control, shorter working hours must be observed, the normal working hours shall be invoiced. With regard to the organisation of working hours, the Contractor's staff shall adapt to the Customer's operational circumstances and local conditions. Normal daily working hours are between 06.00 and 20.00.
- A.1.3** Any hours worked in excess of the normal weekly or daily working hours shall be deemed overtime. Overtime is only permitted by mutual agreement. As a general rule, overtime should not exceed the daily working hours by more than 2 hours nor the normal weekly working hours by more than 10 hours.
- A.1.4** Overtime is defined as hours worked between 06.00 and 20.00 that exceed the normal daily or weekly working hours.
- A.1.5** Night work on working days is defined as normal working hours between 20.00 and 06.00 (excluding overtime night work). Overtime night work is defined as overtime worked between 20.00 and 06.00.
- A.1.6** Sunday work is defined as work carried out on Sundays or on the weekly rest days applicable at the Contractor's head office. Public holiday work is defined as work carried out on the statutory public holidays applicable at the Contractor's head office.

A.2 Travel time and other periods treated as working time

- A.2.1** Travel time, as well as a reasonable amount of time spent on job-related preparation and follow-up after the journey, shall be regarded as working time in accordance with Clause A.1.1. The following shall be regarded as travel time: the time taken for the outward and return journeys to and from the installation site; the time taken to arrange accommodation at the place of work; and the time taken to complete official registration and deregistration formalities.
- A.2.2** If no suitable accommodation or catering facilities can be found near the place of performance, the daily time required for the journey between the place of accommodation or catering and the place of performance (journey time), exceeding half an hour for a single journey, shall be charged as working time. All expenses incurred in this connection, as well as the costs of the necessary use of suitable means of transport or a hire car, shall be borne by the Customer.
- A.2.3** If the Contractor's staff are prevented from performing their services for reasons for which the Contractor is not responsible, or are detained for any reason after the services have been completed, the Contractor shall be entitled to charge for the waiting time as working time. All other related costs shall also be borne by the Customer. The same applies to other periods of downtime for which the Contractor is not responsible, such as public holidays at the place of performance.

A.3 Types of pricing

- A.3.1** Principle: The Contractor's services shall be invoiced on a time-and-materials basis (on a cost-plus or cost-only basis) in accordance with its rates in force at the time the service is performed, unless a fixed price or a sliding-scale price has been agreed.
- A.3.2** Staff costs: The Customer shall confirm the hours worked by the Contractor's staff using timesheets. If the Customer fails to provide confirmation in good time or if confirmation is provided by staff not authorised to do so, the records kept by the Contractor's staff shall serve as the basis for invoicing. The Contractor's rates shall apply to the working hours spent, overtime, night work, work on Sundays and public holidays, travel time and other periods treated as working time. For work carried out in particularly dirty conditions or under difficult circumstances (e.g. at great heights or depths, or where special protective suits or breathing apparatus must be worn), a hardship allowance per working hour shall be charged in addition to the Contractor's standard rates and subsistence costs.

- A.3.3** Travel expenses: The costs of the outward and return journeys, as well as for travel within the country of assignment by a means of transport to be chosen by the Contractor, including the necessary ancillary costs (e.g. insurance, freight, customs duties, luggage, passport and visa fees, the issue of entry, residence and work permits, medical examinations on outward and return journeys, and vaccinations for the Contractor's staff) shall be invoiced to the Customer on a time and materials basis. Unless special circumstances require the use of a different class, the following shall be invoiced: for air travel, economy class; for rail and sea travel, 2nd class; for the use of a private car, a mileage allowance in accordance with the Contractor's current rates for service work or the actual car hire costs.
- A.3.4** Subsistence costs (travel allowance): The Customer shall ensure that the Contractor's staff are provided with adequate and satisfactory meals, as well as good-quality, clean, heated or air-conditioned single accommodation at the place of performance or in its immediate vicinity. Travel allowance rates shall be charged to cover meal and accommodation costs not directly borne by the Customer, as well as incidental expenses for drinks, laundry, etc. The right to amend these rates is reserved should the cost of living increase prior to or during the works, or should the specified subsistence rates prove insufficient. With the Contractor's written consent, the Customer may pay the compensation for subsistence costs directly to the Contractor's staff.
- A.3.5** Costs for tools and equipment: The Contractor shall provide its staff with the usual hand tools required to carry out the work. Any additional tools, equipment, measuring and testing apparatus shall be charged to the Customer. The period of use shall be calculated from the day the items leave the Contractor's premises until their return to the premises. Any tools and equipment retained shall be invoiced to the Customer at replacement value. Transport and insurance costs, as well as any other expenses, duties and charges relating to the import and export of the tools and equipment, shall be borne by the Customer.
- A.3.6** Costs for consumables and small assembly items: Consumables, installation items and small assembly items supplied by the Contractor shall be charged on a time-and-materials basis.
- A.3.7** Costs in the event of illness or accident: In the event of illness or accident affecting the Contractor's staff, the Customer shall ensure that the necessary appropriate medical treatment and care are provided, without prejudice to the Contractor's right to repatriate its staff at any time. The Contractor shall bear all costs incurred. For a period of 10 days from the start of treatment, the Customer shall continue to pay the agreed daily allowance. If the recovery of the sick or injured person is expected to take longer than 10 days, the Contractor shall provide an equivalent replacement at its own expense.