

General Terms and Conditions (GTC) for Machinery and Plant (Edition 2026)

1. General

- 1.1 A contract for the supply of machinery and plant is generally concluded as follows:
- a) A written quotation (offer) from the Contractor;
 - b) Order placed by the Customer;
 - c) Written confirmation from the Contractor that they accept the order (order confirmation);
 - d) Counter-signature of the order confirmation by the Customer.
- The contract is concluded upon signature of the order confirmation.
- 1.2 These terms and conditions of delivery are binding if they are stated as applicable in the quotation or in the order confirmation. Any terms and conditions of the Customer to the contrary shall only be valid insofar as they have been expressly accepted by the Contractor in writing.
- 1.3 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)).
- 1.4 Should any provision of these Terms and Conditions of Delivery prove to be wholly or partially invalid, the contracting parties shall replace that provision with a new agreement that comes as close as possible to its legal and economic effect.

2. Scope of Deliveries and Services

- 2.1 The Contractor's deliveries and services are exhaustively listed in the order confirmation, including any annexes thereto. The Contractor is authorised to make changes that result in improvements, provided that these do not lead to a price increase.

3. Drawings and technical documentation

- 3.1 Brochures and catalogues are not binding unless otherwise agreed. Information contained in technical documentation is only binding insofar as it is expressly guaranteed.
- 3.2 Each contracting party reserves all rights to any drawings 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. Regulations in the country of destination and safety devices

- 4.1 The Customer must inform the Contractor, at the latest upon placing the order, of the regulations and standards relating to the performance of the deliveries and services, their operation, and the prevention of illness and accidents.
- 4.2 Unless otherwise agreed, the deliveries and services shall comply with the regulations and standards applicable at the Customer's registered office, to which the Customer has drawn the Contractor's attention in accordance with Clause 4.1. Additional or alternative safety devices shall only be supplied to the extent that this has been expressly agreed.

5. Prices

- 5.1** Unless otherwise agreed, all prices are net, ex works from the Contractor's premises, excluding packaging, in freely available Swiss francs, without any deductions. All ancillary costs, such as those for freight, insurance, export, transit, import and other licences, as well as certifications, shall be borne by the Customer. Likewise, the Customer shall bear all types of taxes, duties, charges, customs duties and the like levied in connection with the contract, or shall reimburse the Contractor for these upon presentation of appropriate evidence, should the Contractor have become liable for them.
- 5.2** The Contractor reserves the right to make a reasonable price adjustment if
- the delivery period is subsequently extended for one of the reasons set out in Clause 7.3, or
 - the nature or scope of the agreed deliveries or services has changed, or
 - the material or design undergoes changes because the documentation supplied by the Customer did not correspond to the actual circumstances or was incomplete.

6. Terms of payment

- 6.1** Payments shall be made by the Customer in accordance with the agreed terms of payment at the Contractor's place of business, without deduction of any cash discount, expenses, taxes, levies, fees, customs duties or the like. Unless otherwise agreed, the price shall be paid in the following instalments:
- One third as a deposit within one month of the Customer's receipt of the order confirmation,
 - one third upon expiry of two-thirds of the agreed delivery period,
 - the balance within one month of the Contractor notifying the Customer that the goods are ready for dispatch.
- The payment obligation is deemed to have been fulfilled once Swiss francs have been made freely available to the Contractor at the Contractor's place of business. If payment by bills of exchange has been agreed, the Customer shall bear the bill discount, bill tax and collection charges.
- 6.2** The payment deadlines shall also be met if transport, delivery, assembly, commissioning or acceptance of the deliveries or services is delayed or rendered impossible for reasons beyond the Contractor's control, or if minor parts are missing or rework proves necessary, provided that this does not render the use of the deliveries impossible.
- 6.3** If the advance payment or the security to be provided upon conclusion of the contract is not made in accordance with the contract, the Contractor shall be entitled to uphold the contract or, following the expiry of a grace period of 14 days without action being taken, to withdraw from the contract and, in both cases, to claim damages. If the Customer is in arrears with a further payment, or if the Contractor has serious grounds for concern, due to circumstances arising after the conclusion of the contract, that the Customer's payments will not be received in full or on time, the Contractor is authorised, without prejudice to its statutory rights, to suspend further performance of the contract and to withhold deliveries ready for dispatch until new terms of payment and delivery have been agreed and the Contractor has received sufficient security. If such an agreement cannot be reached within a reasonable period, or if the Contractor does not receive sufficient security, the Contractor shall be entitled to withdraw from the contract and claim damages.
- 6.4** If the Customer fails to meet the agreed payment deadlines, they shall be liable to pay default interest from the due date 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. Delivery period

- 7.1** The delivery period shall commence as soon as the contract has been concluded, all official formalities – such as import, export, transit and payment authorisations – have been obtained, the payments due upon placing the order and any security deposits have been provided, and the essential technical details have been finalised. The delivery period shall be deemed to have been met if, by the time it expires, the notification of readiness for dispatch has been sent to the Customer.
- 7.2** Compliance with the delivery period is conditional upon the Customer fulfilling their contractual obligations.
- 7.3** The delivery period shall be extended by a reasonable period:
- a) if the Contractor does not receive the information required to fulfil the contract in good time, or if the Customer subsequently amends such information, thereby causing a delay in deliveries or services;
 - b) if obstacles arise which the Contractor cannot avert despite exercising due care, irrespective of whether they arise on the Contractor's part, on the part of the Customer or on the part of a third party. Such impediments include, for example, epidemics, mobilisation, war, civil unrest, significant operational disruptions, accidents, industrial disputes, delayed or faulty supply of the necessary raw materials, semi-finished or finished products, the scrapping of important workpieces, official measures or omissions, and natural disasters;
 - c) if the Customer or third parties are behind schedule with the work to be carried out by them or are in default of their contractual obligations, in particular if the Customer fails to comply with the terms of payment.
- 7.4** The Customer is entitled to claim compensation for delay in respect of late deliveries, provided that the delay can be proven to have been caused by the Contractor and the Customer can demonstrate that they have suffered loss as a result of this delay. If the Customer is provided with a replacement delivery, the claim for compensation for delay shall lapse. Compensation for delay shall amount to a maximum of ½ per cent for each full week of delay, but in total not more than 5 per cent, calculated on the basis of the contract price of the delayed part of the delivery. The first two weeks of delay shall not give rise to any claim for compensation for delay. Once the maximum compensation for delay has been reached, the Customer must set the Contractor a reasonable grace period in writing. If this grace period is not observed for reasons for which the Contractor is responsible, the Customer is entitled to refuse acceptance of the delayed part of the delivery. If partial acceptance is economically unreasonable for the Customer, they are entitled to withdraw from the contract and to reclaim any payments already made in return for the return of the deliveries received.
- 7.5** If a specific date has been agreed instead of a delivery period, this date shall be deemed to be the last day of a delivery period; Clauses 7.1 to 7.4 shall apply mutatis mutandis.
- 7.6** The Customer shall have no rights or claims arising from delays in deliveries or services other than those expressly set out in this Clause 7. This limitation shall not apply in the event of wilful misconduct or gross negligence on the part of the Contractor in accordance with Art. 100 of the Swiss Code of Obligations (CO); however, it shall also apply to wilful misconduct or gross negligence on the part of auxiliary persons provided by the Customer.

8. Packaging

- 8.1** Packaging shall be invoiced separately by the Contractor and shall not be taken back.

9. Transfer of Title, Benefit and Risk

- 9.1** Title, benefit and risk shall pass to the Customer upon dispatch of the goods ex works, unless the parties have agreed otherwise in writing.
- 9.2** If dispatch is delayed at the Customer's request or for other reasons for which the Contractor is not responsible, the risk shall pass to the Customer at the time originally scheduled for delivery ex works. From that time onwards, the goods shall be stored and insured at the Customer's expense and risk.

10. Dispatch, Transport and Insurance

- 10.1** Any special requests regarding dispatch, transport and insurance must be notified to the Contractor in good time. Transport shall be at the Customer's expense and risk. Any complaints relating to dispatch or transport must be addressed by the Customer to the last carrier immediately upon receipt of the goods or the consignment documents.
- 10.2** Insurance against damage of any kind is the responsibility of the Customer.

11. Inspection and acceptance of deliveries and services

- 11.1** The Contractor shall inspect the goods and services in the customary manner prior to dispatch. Should the Customer require further inspections, these must be specifically agreed and shall be paid for by the Customer.
- 11.2** The Customer must inspect the goods and services within a reasonable period and notify the Contractor in writing of any defects without delay. If the Customer fails to do so, the goods and services shall be deemed to have been accepted.
- 11.3** The Contractor shall remedy any defects notified to it in accordance with Clause 11.2 as quickly as possible, and the Customer shall give the Contractor the opportunity to do so. Once the defects have been remedied, an acceptance inspection shall take place in accordance with Clause 11.4 at the request of either the Customer or the Contractor.
- 11.4** Subject to Clause 11.3, the conduct of an acceptance test and the determination of the conditions applicable thereto require a separate agreement. Unless otherwise agreed, the following shall apply:

- The Contractor must notify the Customer of the acceptance test in good time so that the Customer or its representative may attend.
- A report shall be drawn up on the acceptance, to be signed by the Customer and the Contractor or by their representatives. This report shall state whether acceptance has taken place, whether it has taken place subject to reservations, or whether the Customer has refused acceptance. In the latter two cases, the defects claimed must be listed individually in the report.

The Customer may not refuse acceptance or the signing of the acceptance report on the grounds of minor defects, in particular those which do not significantly impair the functionality of the goods or services. Such defects must be rectified by the Contractor without delay.

- In the event of significant deviations from the contract or serious defects, the Customer must give the Contractor the opportunity to rectify these within a reasonable grace period. A further acceptance inspection shall then take place.

If this inspection again reveals significant deviations from the contract or serious defects, the Customer may demand a price reduction or compensation from the Contractor in this regard. However, if the defects or deviations revealed during this inspection are so serious that they cannot be rectified within a reasonable period and the goods and services are not fit for the stated purpose, or are fit only to a significantly reduced extent, the Customer shall be entitled to refuse acceptance of the defective part or, if partial acceptance is economically unreasonable for the Customer, to withdraw from the contract. The Contractor may only be obliged to refund the amounts paid to him for the parts affected by the withdrawal.

- 11.5** Acceptance shall also be deemed to have taken place
- if the acceptance test cannot be carried out on the scheduled date for reasons for which the Contractor is not responsible;
 - if the Customer refuses acceptance without being entitled to do so;
 - if the Customer refuses to sign an acceptance report drawn up in accordance with Clause 11.4;
 - as soon as the Customer makes use of the Contractor's goods or services.
- 11.6** The Customer shall have no rights or claims in respect of defects of any kind in deliveries or services other than those expressly set out in Clause 11.4 and Clause 12 (Warranty, Liability for Defects).

12. Warranty, Liability for Defects

- 12.1** Warranty period: The warranty period shall be 24 months from the date of acceptance of the goods and services, but in no event shall it exceed 36 months from the date of dispatch of the goods ex works from the Contractor's premises. For replaced or repaired parts, the warranty period shall recommence and shall last for 6 months from the date of replacement, completion of the repair or acceptance, but in no case longer than the expiry of a period equal to twice the warranty period specified in the preceding paragraph. The warranty shall lapse prematurely if the Customer or third parties carry out unauthorised modifications or repairs, or if, in the event of a defect, the Customer fails to take appropriate measures without delay to minimise damage and to give the Contractor the opportunity to rectify the defect.
- 12.2** Liability for defects in materials, design and workmanship: Upon written request by the Customer, the Contractor undertakes to repair or replace, at its discretion and as soon as possible, any parts of the Contractor's deliveries which, by the expiry of the warranty period, are demonstrably defective or unusable as a result of poor materials, faulty design or defective workmanship. Replaced parts shall become the property of the Contractor. The Contractor shall bear all costs incurred in connection with the rectification.
- 12.3** Liability for Warranted Characteristics: Warranted characteristics are only those that have been expressly designated as such in the order confirmation or in the specifications. The warranty shall apply at the latest until the expiry of the warranty period. If an acceptance test has been agreed, the warranty shall be deemed to have been fulfilled if proof of the relevant characteristics has been provided during this test. If the warranted characteristics are not fulfilled, or are only partially fulfilled, the Customer shall initially be entitled to immediate rectification by the Contractor. To this end, the Customer must grant the Contractor the necessary time and opportunity. If such rectification is unsuccessful or only partially successful, the Customer is entitled to the compensation agreed for this eventuality or, in the absence of such an agreement, to a reasonable reduction in the price. If the defect is so serious that it cannot be rectified within a reasonable period, and if the goods or services are not fit for the stated purpose, or are fit only to a significantly reduced extent, the Customer shall be entitled to refuse acceptance of the defective part or, if partial acceptance is economically unreasonable for the Customer, to withdraw from the contract. The Contractor may only be obliged to refund the amounts paid to him for the parts affected by the withdrawal.
- 12.4** Exclusions from liability for defects: Excluded from the Contractor's warranty and liability are damages which cannot be proven to have arisen as a result of poor materials, faulty design or defective workmanship, e.g. as a result of natural wear and tear, inadequate maintenance, failure to observe operating instructions, excessive strain, unsuitable operating materials, chemical or electrolytic influences, construction or assembly work not carried out by the Contractor, and other causes for which the Contractor is not responsible.
- 12.5** Deliveries and services provided by subcontractors: For deliveries and services provided by subcontractors specified by the Customer, the Contractor shall only assume liability within the scope of the warranty obligations of the subcontractors concerned.
- 12.6** Exclusivity of warranty claims: The Customer shall have no rights or claims arising from defects in material, design or workmanship, or from the absence of warranted characteristics, other than those expressly set out in Clauses 12.1 to 12.5.
- 12.7** Liability for ancillary obligations: The Contractor shall only be liable for claims by the Customer arising from defective advice and the like, or from a breach of any ancillary obligations, in cases of wilful misconduct or gross negligence in accordance with Art. 100 of the Swiss Code of Obligations (CO).

13. Non-performance, defective performance and their consequences

- 13.1** In all cases of non-performance or defective performance not expressly regulated in these terms and conditions, in particular where the Contractor commences the performance of the deliveries and services so late without good cause that timely completion can no longer be expected, it is clearly foreseeable that the performance will be in breach of contract due to the Contractor's fault, or where deliveries or services have been performed in breach of contract due to the Contractor's fault, the Customer is entitled to set the Contractor a reasonable period of grace for the deliveries or services concerned, under threat of withdrawal should the Contractor fail to comply. If this grace period expires without being utilised due to the Contractor's fault, the Customer may withdraw from the contract in respect of those deliveries or services which have been performed in breach of contract or where such breach is certain to occur, and reclaim the proportion of any payments already made that relates to them.
- 13.2** In such a case, the provisions of Clause 15 shall apply with regard to any claim for damages by the Customer and the exclusion of further liability, and the claim for damages shall be limited to 10 per cent of the contract price of the deliveries and services in respect of which the contract is rescinded.

14. Termination of the contract by the Contractor

- 14.1** Where unforeseen events significantly alter the economic significance or the content of the deliveries or services, or have a significant impact on the Contractor's work, as well as in the event of subsequent impossibility of performance, the contract shall be adjusted accordingly. Where this is not economically justifiable, the Contractor shall be entitled to terminate the contract or the relevant parts thereof.
- If the Contractor wishes to exercise the right to terminate the contract, it must notify the Customer of this without delay once it has become aware of the significance of the event, even if an extension of the delivery period had initially been agreed. In the event of termination of the contract, the Contractor shall be entitled to remuneration for the deliveries and services already rendered. Claims for damages by the Customer arising from such termination of the contract are excluded.

15. Exclusion of Further Liability

- 15.1** All claims by the Customer other than those expressly mentioned in these terms and conditions, regardless of the legal basis on which they are made – in particular any claims not expressly mentioned for damages, reduction in price or withdrawal from the contract – are excluded. Under no circumstances shall the Customer be entitled to compensation for damage not sustained to the goods themselves, such as, in particular, loss of production, loss of use, loss of orders, loss of profit and other direct or indirect damage. The Contractor's liability for damage to the goods themselves is limited in total to CHF 5,000,000 (five million Swiss francs) per incident. Statutory liability applies in respect of personal injury. These limitations do not apply in the event of wilful misconduct or gross negligence on the part of the Contractor in accordance with Art. 100 of the Swiss Code of Obligations (CO); however, they do apply in the event of wilful misconduct or gross negligence on the part of auxiliary persons provided by the Customer.

16. The Contractor's Right of Recourse

- 16.1** If, as a result of acts or omissions on the part of the Customer or its auxiliary persons, persons are injured or the property of third parties is damaged, and the Contractor is held liable for this reason, the Contractor shall have a right of recourse against the Customer.

17. Assembly, commissioning, etc.

- 17.1** If the Contractor also undertakes the assembly, commissioning and trial operation of machinery and plant, or the supervision of assembly, the General Terms and Conditions for Conventional Services 2026 of Steinemann Technology AG shall apply to these services. In any event, such services may only be performed if the Customer has carried out the preparatory work in accordance with the checklist, which forms an integral part of the contract, and has confirmed this by signing it.

18. Cyber security, machinery regulations and data access

- 18.1** Insofar as the machinery or plant supplied, including integrated control systems (in particular PLCs and HMIs), falls within the scope of Regulation (EU) 2023/1230 '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.
- 18.2** Control software (PLC/HMI) that performs a safety function within the meaning of Art. 3(3) of the Machinery Regulation is deemed to be 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.
- 18.3** For control software which is regarded as a safety component in accordance with Clause 18.2, the Customer may agree with the Contractor to enter into a separate source code escrow agreement with an escrow agent (e.g. a notary or specialised trustee) nominated by the Contractor or jointly designated by both parties. Such an agreement shall, in particular, govern the scope of the software deposited, the conditions for its release to the Customer and the allocation of costs, and must be in writing. In the absence of such a separate agreement, the Customer shall have no right to the handover or deposit of the source code. The Contractor's obligation to disclose the source code to the competent market surveillance authority in accordance with Clause 18.2 remains unaffected.
- 18.4** Insofar as the delivered machinery or plant, including their digital components (in particular control systems), are regarded as products with digital elements within the meaning of Regulation (EU) 2024/2847 'Cyber Resilience Act' (CRA), the Contractor shall fulfil the obligations incumbent upon it as a manufacturer under the CRA, irrespective of the Customer's place of business. The Contractor shall report actively exploited vulnerabilities and serious security incidents 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.
- 18.5** These provisions apply irrespective of the Customer's place of business, provided that the Machinery Regulation or the CRA applies to the machinery 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 before that date. Both sets of regulations shall apply in parallel where the machine or plant 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.
- 18.6** If software or additional digital services from the Contractor (in particular Steinemann Unity) are procured together with the delivered machine or plant, access to machine data within the meaning of Regulation (EU) 2023/2854 'Data Act' shall be governed exclusively by the Contractor's General Terms and Conditions for Software Use.
- 18.7** If the Contractor also undertakes the assembly, commissioning or trial operation of the machine or plant, or the supervision of assembly, the provisions of Clauses 20 and 21 of the Contractor's General Terms and Conditions for Conventional Services 2026 shall apply in addition; any inconsistencies shall be resolved in favour of the more specific provisions in those terms and conditions.

19. Transitional Provision

- 19.1** These Terms and Conditions of Supply replace the Contractor's previous General Terms and Conditions of Business and Supply for Machinery and Plant. The following shall apply to existing contractual relationships concluded on the basis of the previous terms and conditions:
- 19.2** Individual orders already in progress (in particular ongoing delivery, installation or commissioning orders) shall be completed in accordance with the previous terms and conditions as set out in the preceding Clause until their conclusion, unless the parties agree otherwise.
- 19.3** These Terms and Conditions of Delivery shall apply exclusively to future orders and contracts concluded after these Terms and Conditions of Delivery come into force.

20. Dispute Resolution

- 20.1** 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 right to seek interim relief without prior recourse to negotiations remains unaffected.

21. Jurisdiction and Applicable Law

- 21.1** The place of jurisdiction for both the Customer and the Contractor shall be St. Gallen (registered office of the Contractor). However, the Contractor shall be entitled to bring proceedings against the Customer at the Customer's registered office.
- 21.2** The legal relationship is governed by Swiss substantive law, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).