

1. General/Applicable Law

- 1.1 The following conditions apply to all deliveries, assembly and commissioning of Colasit AG (hereinafter referred to as supplier) to its customers (hereinafter referred to as buyer) in Switzerland and the Principality of Liechtenstein. By placing an order, the buyer expressly acknowledges these conditions.
- 1.2 Deviations, namely the adoption of other general terms and conditions such as the SIA standards, buyer's own purchasing conditions, etc. are only legally effective if they are confirmed in writing by the supplier.
- 1.3 Otherwise, the provisions of the Swiss Code of Obligations shall apply.

2. Binding nature of order confirmations, order changes, cancellations

- 2.1 The supplier's order confirmation shall be decisive for the scope and execution of the delivery. If within 5 working days after dispatch of the order confirmation or within 3 working days for delivery periods of up to 10 days no counter-notice is given, the specifications offered are binding.
- 2.2 Materials or services not included in the order confirmation will be charged separately.
- 2.3 Changes to orders or cancellations after expiry of the period of 5 or 3 working days in accordance with Clause 2.1 shall only apply if the Supplier agrees to them in writing. In addition, the resulting costs shall be borne by the buyer.

3. Prices

- 3.1 The prices listed in the Supplier's documents may be changed at any time without prior notice.
- 3.2 However, price changes are usually announced three months in advance. All products still to be delivered in these three months will be charged at old prices. Subsequently, the invoice will be made at new prices.
- 3.3 All prices listed in the supplier's documents are exclusive of duties (customs duties, VAT, etc.), which are to be paid by the purchaser or can be charged subsequently at any time.

4. Illustrations, properties and technical conditions

- 4.1 The technical data, illustrations, dimensions, standard schemes and weights contained in the Supplier's documents as the basis for quotations shall be non-binding as long as they are not documents of an order confirmation. We reserve the right to make design changes. Materials can be replaced by other equivalent materials. In special cases, binding dimensional sketches must be requested.
- 4.2 The purchaser must inform the supplier about the functional conditions and special features of the system (aggressive gases, special pressure conditions, EEx conditions and other influences, etc.).

5. Copyright and ownership of technical drawings and records

Technical drawings and documents handed over to the buyer remain the property of the supplier. Their unmodified or modified use and passing on is only permitted with the written consent of the supplier concerned.

6. Terms of delivery

- 6.1 The day of delivery shall be indicated as accurately as possible after best foresight. However, it cannot be guaranteed.
- 6.2 The delivery period shall be extended appropriately if the supplier does not receive the information required for the fulfilment of the order in good time, or if the customer subsequently changes this information and thus causes a delay in the deliveries or services.
- 6.3 The Supplier shall be entitled to withhold delivery if the agreed terms of payment are not met by the Purchaser.
- 6.4 The supplier cannot be held liable for consequential costs (contractual penalties) arising from late delivery.
- 6.5 If the ordered goods are not accepted on the agreed delivery date, the supplier shall be entitled to invoice the goods. The consequential costs of storage shall be borne by the purchaser.
- 6.6 In the case of orders on call, the supplier reserves the right to manufacture ordered goods only after receipt of the call.

7. Shipping/Transport Conditions

- 7.1 The supplier is free to choose the means of transport. Unless otherwise agreed in writing:
 - If the transport costs are not included in the product price and are charged to the buyer in addition;
 - deliveries to mountain areas up to the valley railway station;

- If the buyer of a truck consignment provides the unloading of the consignment on his own expense safe. If the construction site is not accessible to trucks the buyer must determine the place of delivery in good time.
- 7.2 Packaging and shipping costs will be charged for deliveries of accessories and spare parts.
- 7.3 The buyer has to bear additional costs of the transport, if they are caused by his special wishes (express, special arrival times etc.).
- 7.4 The packaging and means of transport used shall be those which the Supplier deems to be appropriate.
- 7.5 Complaints due to transport damage must be made in writing immediately upon receipt of the goods by the buyer at the carrier.

8. Assembly

- 8.1 Work not included in the offer or order confirmation, in particular changes or additional work carried out at the request or due to non-performance by the client and the material consumed in the process shall be invoiced at direct costs.
- 8.2 If the information provided by the Purchaser to the Supplier does not correspond to the actual circumstances, or if the Supplier had no knowledge of circumstances which would have necessitated the use of other materials or another design, the additional costs caused by the changes shall be borne by the Purchaser.
- 8.3 Delivery dates or completion dates for new construction or conversion work can only be met if the status of the construction work neither delays the start of installation nor impedes the installation work in any other way.
- 8.4 If the purchaser requests acceptance tests and these are not expressly included in the scope of delivery, these must be agreed in writing and shall be borne by the purchaser. If the acceptance tests cannot be carried out within the specified period for reasons for which the supplier is not responsible, the properties to be determined with these tests shall be deemed to exist until proof to the contrary is furnished in accordance with Clause 11.1.
- 8.5 Wall openings, special hoists, cranes or scaffolding must be organised by the purchaser in consultation with the supplier. The costs shall be borne by the buyer.

9. Transfer of benefits and risks

If the Buyer collects the goods at the factory or if the goods are dispatched by carrier or another third party on behalf of the Supplier, the benefit and risk shall pass to the Buyer upon dispatch of the delivery ex works. If the goods are transported and unloaded by the Supplier's personnel and equipment, the benefit and risk shall pass to the Purchaser when the goods are placed on the floor. If the unloading of the goods, which were transported by personnel and equipment of the Supplier, is carried out by personnel and/or equipment of the Purchaser or by third parties on behalf of the Purchaser, the benefit and risk shall pass to the Purchaser upon arrival of the transport vehicle at the place of delivery. If the goods are assembled on the construction site by the Supplier's personnel, the benefit and risk shall pass to the Purchaser upon completion of the assembly.

10. Return of goods

- 10.1 The supplier is at liberty to take back catalogue goods against credit note after prior written agreement with the purchaser, provided that these goods are still included in the delivery programme at the time of return and are brand-new. However, the supplier shall not be obliged to take back the goods.
- 10.2 Unless otherwise agreed in writing, credit notes shall not be paid out but shall only be credited to other claims of the Supplier against the Purchaser. The value of a credit note cannot exceed 80% of the product price (excluding taxes, shipping and installation costs).
- 10.3 The return consignment must be returned carriage paid to the agreed place with the delivery note. The following will be deducted from a credit note: inspection fee, shipping costs and any repair costs.

11. Inspection/notification of defects upon acceptance of the delivery

- 11.1 The buyer is obliged to inspect the goods immediately after receipt. Goods which do not correspond to the delivery note or which show visible defects must be claimed in writing by the purchaser within 5 days of receipt (for transport damage, see Clauses 7.6 and 9). If he fails to do so, deliveries and services shall be deemed to have been approved.
- 11.2 In addition, a notice of defects not submitted in due time shall forfeit the Supplier's warranty obligation.

11.3 If the purchaser requests acceptance tests and these are not expressly included in the scope of delivery, these must be agreed in writing and shall be borne by the purchaser. If the acceptance tests cannot be carried out within the specified period for reasons for which the supplier is not responsible, the properties to be determined with these tests shall be deemed to exist until proof to the contrary is furnished in accordance with Clause 11.1.

11.4 Notices of defects do not cancel the payment period.

12. Notice of defects of the goods not ascertainable upon receipt imperfections

Upon receipt of the goods, the Buyer must notify any defects that cannot be easily detected (analogous procedure as in Clause 7) as soon as they are detected, but no later than the expiry of the warranty periods in accordance with Clause 13.

13. Warranty Periods / Duration and Start

13.1 The warranty period for all components and systems manufactured by Colasit AG is 24 months from the date of delivery. This also applies to all assembly and commissioning work carried out by Colasit AG.

13.2 The warranty period for all other goods, even if they are installed or assembled on devices and systems, is 12 months from the date of delivery. This applies, for example, to control systems, control cabinets, thermometers, circulating pumps, plate exchangers, volume flow controllers, fire dampers, electric motors, etc.

13.3 The basis of the warranty periods (without extension) in accordance with Clause 13 shall again apply to subsequent deliveries of goods within the meaning of fulfilling the warranty in accordance with Clause 14. However, the period shall not be extended for those parts of the originally delivered goods which do not exhibit any defects.

14. Warranties

14.1 The warranty extends to the services specified in the Supplier's catalogues, to the confirmed services and to the faultless quality of the goods.

14.2 The supplier fulfils his warranty obligations by repairing defective goods or parts on the system free of charge at his own discretion or by making spare parts available free of charge ex works. Further claims of the purchaser are excluded (to the maximum extent permitted by law), in particular claims for reduction or conversion, damages, compensation for replacement costs of the purchaser, costs for determining the cause of damage, expert opinions, consequential damage (business interruption, loss of profit, water and environmental damage, etc.) and others.

14.3 If the buyer insists on a repair or repair directly on the system, the entire travel costs of the technician shall be borne by him. The organisation of the necessary infrastructure (scaffolding, lifting gear, etc.) is the responsibility of the buyer and is at his expense.

14.4 If for compelling scheduling reasons (emergency) the replacement or repair of defective parts must be carried out by the Buyer, the Supplier shall only assume the costs to be proven after prior mutual agreement and release in accordance with the customary industry cost rates. Exchanges abroad are not covered by this regulation.

14.5 These warranty obligations shall only be valid if the Supplier is informed in good time of any damage incurred (Clauses 11. and 12.).

14.6 The warranty expires if the buyer or third parties carry out modifications or repairs without the written consent of the supplier.

14.7 It is the responsibility of the buyer to ensure that the boundary conditions for a normal performance verification have been created.

15. Exclusion of warranty

15.1 Excluded from the warranty are damages caused by force majeure, system concepts and designs that do not correspond to the relevant state of the art, as well as non-compliance with the technical guidelines of the supplier on project planning, assembly, commissioning, operation and maintenance as well as improper work by others.

Further excluded from the warranty are defects caused by non-performance of standstill maintenance on fans, motors, pumps, humidifiers or damage caused by the action of water.

15.2 Also excluded from the warranty are fan impellers and parts subject to wear (e.g. seals, stuffing boxes, belt drives, bearings, etc.), as well as operating materials (e.g. refrigerants, etc.).

15.3 The following are also excluded: damage caused by the use of improper heat transfer media, corrosion damage, especially if water treatment plants, descaling agents etc. are connected or unsuitable antifreeze agents are added.

Damage caused by improper electrical connection, inadequate fuse protection or overload, aggressive media, excessive water pressure,

air overpressure or vacuum, excessive temperature, improper descaling, chemical or electrolytic influences, etc.

16. Product liability

Insofar as the purchaser is not responsible for his own liability (faulty installation, modification of the product, incorrect safety and system concept, inadequately advice, etc.), the supplier shall be liable directly for damages within the meaning of the Product Liability Law. In this case, the buyer may refer the injured party, who may take action against him, directly to the supplier.

17. Terms of payment

17.1 Payment date is 30 days net from invoice date (discount deduction only after agreement).

17.2 The agreed payment dates shall also be complied with if any delays occur after dispatch of the delivery ex works. It is inadmissible to reduce or withhold payments due to complaints, credit notes not yet issued or counterclaims not recognised by the supplier.

17.3 Payments shall also be made if insignificant parts are missing, but this does not make it impossible to use the delivery or if reworking of the delivery is necessary.

17.4 For late payments a default interest customary in banking will be charged.

17.5 The supplier is entitled to make the delivery of pending orders dependent on the payment of the due receivables or even to cancel the order.

17.6 If the order volume exceeds CHF 50,000.00, the following terms of payment shall apply: Either

1/3 of the order value in the sense of an advance payment immediately after receipt of the order confirmation,

1/3 upon delivery of the main parts of the plant, or upon notification of the readiness for dispatch and

1/3 in case of residual delivery or completion of assembly, or partial invoicing is carried out according to construction progress

18. Place of jurisdiction

The place of jurisdiction is the domicile of the supplier.