

General Terms and Conditions for Services (on site and online)

2023

1. Scope of Application

These «General Terms and Conditions for Services» (hereinafter referred to as «the Conditions») shall apply to the provision of maintenance, repair and modification work as well as other work agreed by the contracting parties (hereinafter referred to as the «Parties») in the commercial and industrial sectors, on site and/or online (hereinafter collectively referred to as «Services», unless expressly referred to as «Online Services»).

2. Scope of performance

The scope of performance is binding as stipulated in the order confirmation issued by the Contractor (hereinafter referred to as «Order Confirmation») or in the contract for the provision of Services (hereinafter referred to as «Contract»).

3. General

3.1 The Contract is concluded upon receipt of the Order Confirmation, upon receipt of the Services, or by allowing online access.

3.2 These Conditions shall be binding if declared to be applicable in the offer or in the Order Confirmation. Deviating conditions of the Customer to these Conditions shall only be valid if expressly accepted in writing by the Contractor.

3.3 All agreements and legally relevant declarations of the Parties must be made in writing to be valid. Unless expressly agreed otherwise by the Parties, electronic text form shall be deemed equivalent to the written form.

3.4 Should any Clause contained in these Conditions prove to be invalid in full or in part, the Parties shall replace this Clause by a new stipulation that is as close as possible to the legal and economic benefit of the invalid Clause.

3.5 Subject to Clause 18 of the Conditions, the Parties undertake to use all information gathered and exchanged within the scope of the Services exclusively for the fulfilment of their contractual obligations.

4. Online access by the Contractor

4.1 The Customer shall take all precautions and procure any licences to enable online access by the Contractor.

4.2 Each Party shall be responsible for the operation, maintenance and security of its own systems up to the point of connection to the Internet or up to the interface and shall ensure that they correspond at least to the state of the art.

4.3 For online access, the Customer shall provide the necessary connection to the Internet or the necessary equipment and interfaces at its own expense and risk. It ensures that online access is via a secure connection and that they correspond at least to the state of the art.

4.4 Each Party ensures implementation of a security concept for the protection of its systems that at least corresponds to the state of the art. It includes, in particular, appropriate measures to protect itself and the other Party from malware, viruses, attacks/access by a third party, etc. In each case, measures taken (such as anti-virus software and other defensive software) are deemed to be appropriate if they correspond at least to the state of the art.

If online access or the provision or receipt of Online Services cannot be carried out in compliance with a security concept that meets the requirements described in this Clause 4.4 and if this is due to culpable neglect on the part of a Party, then any obligation to perform on the part of the other Party is suspended until the online access can be carried out under the requirements described in this Clause 4.

4.5 The spread of viruses and other malware, unauthorised access by a third party or other significant events affecting the cyber security of a Party's systems shall be reported as soon as reasonably practicable to the other Party if their systems may be affected.

4.6 Prior to online access, the Customer shall grant the necessary authorisations both internally and externally to the Company and shall provide the Contractor with its IT policy and any other information requested by it, in particular about its systems.

4.7 Data backup is incumbent on the Customer alone. In addition, it is obliged to make a backup of its data that may be affected by the Services, before each online access and also at regular intervals. Upon request, the Customer shall also provide the Contractor with an up-to-date backup of that part of its data to which the Contractor can have recourse at any time as required for the provision of the Services. The Contractor shall inform the Customer of the parts requiring back-up prior to the provision of the Services.

5. **Rights and obligations of the Customer**

5.1 If the Services consist of maintenance or repair work, the Customer shall notify the Contractor of any irregularities, damage or defects in the object of the Services.

5.2 The Customer shall provide the Contractor with the technical documentation that is necessary for or conducive to the provision of the Services. The Customer undertakes to provide any supplement to this technical documentation if so requested by the Contractor.

5.3 If Services are performed on the premises of the Customer, the Customer shall provide the personnel of the Contractor with safe and suitable workshops and, if necessary, ensure the availability of a specialist free of charge and guarantee safe access to the object of the Services (including the necessary rights of way).

5.4 If the Services are performed on the premises of the Contractor, the Customer shall provide disassembly and assembly in addition to transportation in accordance with the instructions of the Contractor.

5.5 The Customer shall procure spare parts in a timely manner and make them available to the personnel of

the Contractor, unless the Contractor is obliged to deliver spare parts according to the Order Confirmation.

- 5.6 The Customer shall inform the Contractor in writing of any provisions or standards that must be complied with regarding the object of the Services as well as of any circumstances that require special consideration to be given to it or a third party. Unless otherwise agreed, the Services must comply with the provisions and standards applicable at the registered office of the Contractor.
- 5.7 The Customer shall, at the latest when placing the order, inform the Contractor in writing of any provisions or standards that are applicable to the prevention of illness and accidents. The Customer shall take suitable measures to ensure health and safety at work, provide reasonable support in the event of accident or illness affecting the Contractor's personnel, and document any safety instructions issued.
- 5.8 The Customer undertakes to regularly train its personnel with regard to the Services in accordance with the Contractor's guidance.
- 5.9 Prior to online access, the Customer shall inform the Contractor in writing of any changes that have been made to the object of the Services since the last online access and since the last Services and that may have an impact on the online Services.

6. Rights and obligations of the Contractor

- 6.1 The Contractor shall provide the Services in a professional manner by qualified personnel or a third-party subcontractor.
- 6.2 In order to determine the amount of material and work required, the Contractor shall inspect the object of the Services (hereinafter referred to as the «Inspection»). Any issues found that exceed the agreed Services shall be performed by the Contractor subject to a separate agreement with the Customer. In urgent cases, the Contractor shall be entitled to perform such services for the account of the Customer even without prior agreement.
- 6.3 The Contractor shall perform the Services, at its own choice, either on the premises of the Customer, in its own workshop, or via online access.
- 6.4 The Contractor shall be entitled to carry out a risk assessment and a safety control prior to the commencement of the Services and to refuse or suspend the Services at any time in the event that the safety of its personnel is not guaranteed or the Customer does not comply with its obligations.
- 6.5 The Contractor is entitled to refuse or discontinue Online Services at any time if there is a threat of damage to the Contractor's or the Customer's systems or if the security of any of these systems is not guaranteed.
- 6.6 The Contractor shall present a service report to the Customer regarding the Services performed.
- 6.7 For the purpose of providing Services, the Contractor shall be entitled to access relevant customer databases.
- 6.8 The Contractor shall be entitled to record the online access for itself in any chosen form. Without prior agreement, there is no obligation on the part of the Contractor to share these records with the Customer.
- 6.9 Failing an agreement, the Services shall be performed on business days during the Contractor's working hours.

7. Formal warning

Inspections and notifications by the Contractor to the Customer or the Customer's representative concerning the condition, readiness for use, safety, usability of the object of the Services, etc., as well as deviating

opinions concerning instructions, measures, etc. of the Customer will be regarded as a formal warning and will release the Contractor from any liability.

8. Safety regulations

- 8.1 The Customer must be represented by trained personnel before, during and after online access and, in particular, follow the Contractor's instructions, make settings on the systems and on the object of the Services in accordance with its specifications, and transmit necessary information to the Contractor if required.
- 8.2 The Customer is responsible for adherence to the safety regulations applicable on site. It shall ensure that the statutory safety provisions and operating instructions of the object of the Services are complied with and shall inform the Contractor as soon as reasonably practicable if it cannot ensure this or if compliance is not possible for other reasons.
- 8.3 Prior to online access, the Customer shall confirm to the Contractor that the object of the Services is in the respective mode and condition prescribed by the manufacturer for online access and that it has taken the necessary precautions to eliminate hazards to persons and property. Furthermore, it shall confirm that the safety devices are activated or in place and that nobody is present in the danger zone.

9. Completion period

- 9.1 Unless otherwise agreed, all information relating to completion periods shall be based on estimates and is non-binding.
- 9.2 Agreement on a binding completion period requires that the extent of the Services is known.
- 9.3 Any binding completion period is deemed reasonably extended:
- if the information required by the Contractor for the performance of the Services is not received in time, or if the Customer subsequently changes it; or
 - if the Customer fails to comply with its obligations under the Contract, or fails to do so in time, including in particular the obligations set forth in Clause 4, Clause 5, or Clause 11; or
 - if hindrances occur that the Contractor cannot prevent despite exercising the required care, regardless of whether they affect the Contractor, the Customer, or a third party. Such hindrances include, without limitation, pandemics, epidemics, mobilisation, war, civil war, acts of terrorism, riots, political unrest, revolutions, sabotage, serious interruptions in the operations, accidents, labour conflicts, late or deficient delivery by subcontractors of materials required, acts or omissions by any authorities, governmental or supranational bodies (also in connection with combating already known epidemics and pandemics), travel advisories by authorities, embargoes, unforeseeable transport problems, fire, explosion, or natural catastrophes.
- 9.4 If the Contractor, through its own fault, fails to meet a binding completion period, the Customer may, to the extent that it has suffered damage or loss, claim compensation for delay of 0.5% per full week up to a maximum of 5%. Compensation for delay is calculated on the basis of the price of the Services pertaining to the part of the object of the Services that cannot be put into operation in a timely manner as a result of the delay. Further claims and rights due to delay, in particular for damages, are excluded.

After the maximum amount of compensation for delay has been reached, the Customer shall set the Contractor a reasonable grace period in writing. If the Contractor

tor culpably fails to comply with this grace period, the Customer may refuse to accept the delayed element of the Services, terminate the Contract in respect thereof, and claim back any payments already made in relation to the Services linked to the termination.

- 9.5 A binding completion period is deemed complied with in the event that, notwithstanding the absence of parts or the need for additional work, proper operation is possible or is not significantly affected.
- 9.6 If a specific completion date is agreed instead of a completion period, this date shall be equivalent to the last day of a completion period. The above Clauses 9.1 to 9.5 shall apply accordingly.
- 9.7 The Customer shall have no further rights or claims in respect of any delay regarding the Services other than those expressly specified in this Clause 9. This limitation does not apply to unlawful intent or gross negligence on the part of the Contractor.

10. Prices

- 10.1 Unless otherwise agreed, the Services shall be invoiced on a time and materials basis according to the price rates charged by the Contractor. This shall apply in particular also to technical documentation, reports, expert appraisals, evaluations of measurements and examinations that are to be prepared in relation to the Contract. Cost of materials also include the costs for the use of special tools and equipment, and also consumables and incidental material.

Travelling time, reasonable preparation time and post-processing time and wasted time attributable to the Customer is working time. The Customer shall sign the service report in accordance with Clause 6.6 of these Conditions. If the Customer fails to sign or approve the service report without reason within three days upon receipt, the records kept by the Contractor's personnel shall be used as the basis for invoicing.

- 10.2 Unless otherwise agreed, transportation, disassembly, assembly, installation, etc. shall be carried out at the cost and risk of the Customer.
- 10.3 The Contractor shall invoice the Customer for travelling, transportation, accommodation (daily allowance) and other items as incurred.
- 10.4 Unless otherwise agreed, all prices shall be net prices in freely available Swiss francs without any deduction. Any costs, such as for freight, insurance, export, transit, import and other permits and certification or notarization shall be borne by the Customer. Likewise, the Customer shall bear all taxes, levies, fees, customs duties and similar costs, and also the related administrative costs levied in relation to the Contract or its fulfilment. If such costs are charged to the Contractor or its agents, they shall be reimbursed by the Customer upon presentation of receipts.

Costs in connection with online access (such as costs for adapting the Customer's systems, costs for the online connection, costs for licences) as well as associated costs for adjustments to the Contractor's systems shall be borne by the Customer.

- 10.5 The Contractor shall inform the Customer of the result of the inspection prior to the commencement of the Services. The Contractor assumes no liability for data regarding the amount of expected costs. If, after the inspection, the Customer decides not to proceed with the Services, the Contractor will invoice the costs of the inspection and of dismantling and reassembly.

11. Conditions for payment

- 11.1 Unless otherwise agreed, the Contractor shall invoice the price and the costs in accordance with Clause 10

of these Conditions per month. Payment is due within 30 days of the date of the invoice. The Contractor shall be authorised to request an advance payment of 20% of the costs expected for time and materials.

The Customer shall make payments to the account designated by the Contractor without deductions (e.g. discount, taxes, duties, etc.). The payment obligation is fulfilled when the amount due is irrevocably credited to the Contractor's account, in Swiss francs, or other agreed currency.

- 11.2 The Customer may neither withhold nor reduce nor set-off payments on account of complaints, claims or counterclaims that have not been recognised by the Contractor. Payments shall also be made in the event that the Services are delayed or rendered impossible for reasons outside the control of the Contractor.

- 11.3 If the Customer fails to comply with the agreed payment terms, it shall pay interest for default of 5% per year as of the due date, and no reminder shall be necessary. The Contractor reserves the right to claim further damages. Payment of interest for default is not in lieu of making the contractual payments. If the Customer is in default of payment of the agreed price, the Contractor shall also be entitled to suspend the provision of Services. In the event of persistent default in payment, the Contractor reserves the right to terminate the Contract for cause.

12. Ownership, transfer of risk and insurance

- 12.1 Unless otherwise agreed, any parts that are replaced shall remain the property of the Customer.
- 12.2 Unless otherwise agreed, the Customer shall bear the risk of damage or loss to the respective object of the Services, any part thereof, or to the materials, spare parts and auxiliary materials provided by the Customer during performance of the Services, even if occurring on the premises of the Contractor or during any transport or storage that may have become necessary.
- 12.3 The Customer shall be responsible for taking out insurance against damage of any kind.
- 12.4 The Customer shall be responsible for the disposal of replaced parts and consumables relating to the Services (oils, gases etc.).

13. Warranty, liability for defects

- 13.1 The Contractor warrants the professional and diligent provision of the Services for a period of 12 months, and for a period of 6 months for Online Services respectively, upon completion pursuant to the following conditions. If Services are suspended for any of the reasons specified in Clause 9.3 hereunder, the warranty period for Services completed prior to the suspension shall commence no later than 30 days following the start of the suspension.
- 13.2 If the object of the Services, parts thereof or spare parts supplied prove to be defective during the warranty period and if this is demonstrably due to Services not being performed in a professional or diligent manner or material being supplied by the Contractor in connection with the Contract, the Contractor shall remedy the defect within a reasonable period of time at its discretion by either repairing or replacing the defective parts. Software errors must be reproducible. Warranty is conditional upon the Customer notifying the Contractor in writing of the defects during the warranty period as soon as reasonably practicable upon discovery.
- 13.3 The Contractor assumes warranty for remedial work as for the original Services.
- 13.4 The warranty period shall expire in any case two years following completion of the corresponding Services.

- 13.5 The Contractor shall be liable for services performed by the Customer's personnel, also in connection with Online Services, exclusively for gross negligence regarding instruction and supervision.
- 13.6 No warranty shall exist if the Customer or a third party carries out modifications or repairs to the object of the Services without the Contractor's written consent or if the Customer, in the event of a defect, does not as soon as reasonably practicable take all appropriate measures to mitigate the damage or does not give the Contractor the opportunity to remedy the defect.
- 13.7 Defects resulting from circumstances beyond the control of the Contractor, e.g. natural wear and tear, improper use or maintenance, failure to comply with operating instructions, excessive strain, improper measures to mitigate losses, unsuitable operating materials, chemical or electrolytic influences or construction or assembly work not performed by the Contractor are excluded from the Contractor's warranty and liability.
- 13.8 Further claims and rights due to defects other than those expressly mentioned in the above Clauses 13.1 to 13.5 are excluded.
- 14. Non-performance, poor performance and their consequences**
- 14.1 In each case of poor performance or non-performance not expressly addressed in these Conditions, in particular if the Contractor, without cause, commences the provision of Services so late that timely completion can no longer be expected, or if it is clearly foreseeable that completion will not occur in compliance with the Contract due to the fault of the Contractor, or if the Services are not performed in compliance with the Contract due to the fault of the Contractor, the Customer may grant the Contractor a reasonable grace period in respect of the affected Services and, simultaneously, announce that it will withdraw from the Contract in the event of non-compliance. If the Contractor culpably fails to act within this grace period, the Customer may withdraw from the Contract in respect of the Services not provided in compliance with the Contract or whose non-compliant provision is clearly foreseeable and claim back the part of any payments already made in respect thereof.
- 14.2 In such a case, the provisions of Clause 20 of these Conditions apply with regard to any claim for damages by the Customer and the exclusion of further liability. Claims for damages shall be limited to 10% of the Contract price for the Services affected by the withdrawal.
- 15. Amendments to and cancellation of the Contract**
- 15.1 Should unforeseen events significantly change the economic relevance or the contents of the Contract or should they have a material impact on the Contractor's Services, or in the event of subsequent impossibility of performance, the Contract shall be amended by the Parties as is reasonable.
- 15.2 To the extent that performance has become economically untenable for the Contractor due to unforeseeable reasons, it shall be entitled to cancel the Contract or the affected parts of the Contract, provided it so notifies the Customer as soon as reasonably practicable after having become aware of the circumstances. In such a case, the Contractor is entitled to be paid for the Services already provided. Claims for damages on the part of the Customer are excluded.
- 16. Export control**
- The Customer acknowledges that the Services are subject to Swiss and/or foreign statutory provisions

and regulations on (re-)export control, may be subject to official licenses and that an end-use declaration may be required. This may mean that goods, software, technologies (technical data), etc. may not be (re-)exported or used for any purpose other than the agreed purpose unless an appropriate export or re-export permit from the competent authority is obtained. The Customer undertakes to comply with any such provisions and regulations.

17. Data protection/privacy

- 17.1 The Parties agree that the Customer shall be the data controller ensuring compliance with the applicable data protection laws, in particular the lawfulness of the processing of personal data. The Contractor shall process personal data on behalf of the Customer and warrants adherence to those obligations under the applicable data protection laws that expressly address the data processor, and shall act as instructed by the Customer.
- 17.2 Personal data (such as name, e-mail address, postal address, payment details) provided by the Customer or the Contractor for the purpose of ordering Services are used by the Contractor or the Customer to fulfil and execute the Contract. These data are treated confidentially and will not be disclosed to a third party outside the ordering, delivery or payment process. The employees of the Parties involved in the processing of personal data must be informed about the confidential nature of the personal data and receive appropriate instructions regarding their duties.
- 17.3 The Customer agrees that it will not withhold or delay its consent to any amendments to this «Data protection/privacy» Clause and/or to any additional data processing or data protection agreements and their application to the Services provided by the Contractor from time to time. This refers in particular to changes that, in the reasonable opinion of the Contractor, are necessary to comply with applicable data protection laws and regulations and/or guidelines issued by a competent supervisory authority.
- 17.4 The Customer expressly agrees that the Contractor may use data of the Customer for advertising and information purposes regarding products and services offered by the Contractor, in particular in connection with marketing e-mails, e-mail newsletters, etc.; yet, the Customer may prohibit the use of its data for advertising and information purposes at any time.

18. Additional devices, software and data

Within the scope of providing the Services, the Contractor may install additional devices and/or software on the object of the Services, or have them installed by the Customer, that in particular enable the download, collection and storage of technical data and also of usage and location data, use and updating of such data, procurement of interface information, access to protocols and also tests, and to connect such devices and/or software to the Contractor's service devices and/or data processing platforms. Additional devices and/or additional software - if supplied by the Contractor - and also the respective intellectual property rights pertaining thereto, remain the property of the Contractor and may be deactivated or removed upon termination of the Contract and also in the case of an infringement of the applicable terms of use and/or license. The Contractor may further collect, process in anonymous form, evaluate, use, or have processed by a third party, Customer data collected in fulfilment of the Contract, also in addition to the use for the provision of Services to the Customer, for statistical purposes, for

internal data analysis, for the protection of the equipment and/or software, and also for the improvement and development of the products and services of the Contractor. The Customer specifically consents to the Contractor transferring anonymized data abroad.

19. Rights of use

Upon full payment of the agreed remuneration, the Contractor shall grant the Customer the non-exclusive right to use the results provided within the scope of the Services and the software provided, yet exclusively together with the object of the Services. The Customer is entitled to transfer this right only together with the object of the Services. The Customer is not entitled to make copies or process the results and/or the software. In particular, the Customer may not disassemble, decompile, decrypt or reverse engineer the software without the prior written consent of the Contractor. The Contractor may revoke the right to use in the event of non-compliance.

For third-party software, the conditions of use of the licensor apply and such licensor may, just as the Contractor, bring forward a claim in the event of non-compliance.

In addition, each Party retains its rights to software and information used for the provision of the Services, such as plans, technical documentation, access software.

20. Exclusion of further liability on the part of the Contractor

Any event of non-compliance and the ensuing legal consequences, any right and any claim on the part of the Customer, irrespective of the underlying legal reason, are finally provided for in these Conditions. In the event that claims of the Customer should arise from or in connection with the Contract or its improper performance, the total amount of such claims shall be capped at the price paid by the Customer for the relevant Services. In particular, any claims for damages not expressly mentioned, such as compensation for damage as a result of loss of production, loss of use, loss of orders, recall costs, loss of or damage to data and loss of profit and other direct or indirect damage, and also the reduction, cancellation of the Contract or withdrawal from the Contract are excluded without exception.

Liability for compensation of third-party claims asserted against the Customer due to infringement of intellectual property rights is also excluded.

This exclusion of further liability on the part of the Contractor does not apply to unlawful intent or gross negligence on the part of the Contractor or as far as mandatory law provides otherwise.

21. Right of recourse

The Contractor has a right of recourse against the Customer if a claim is brought against the Contractor based on personal injury or damage to the property of a third party caused by acts or omissions of the Customer or its representatives/agents.

22. Duration of the Contract

With the exception of individual orders and unless otherwise agreed, the Contract shall have an initial term of one year following its conclusion. It shall be automatically renewed for one more year if not terminated in writing by one of the Parties by giving 3 months' notice to the end of a calendar month.

23. Jurisdiction and applicable law

The place of jurisdiction for both the Customer and the Contractor shall be at the registered office

of the Contractor. The Contractor shall, however, be entitled to sue the Customer at the latter's registered address.

The Contract shall be governed by Swiss substantive law. The provisions of the United Nations Convention of 11 April 1980 on Contracts for the International Sale of Goods are herewith expressly excluded.