

General Terms and Conditions of Sale, Delivery and Payment

iFIL AG – CH-4703 Kestenholz

1. Scope

The following terms and conditions apply, insofar as deviations have not expressly been confirmed by us in writing, to all our delivery transactions, even if they have not been specified, and even if the buyer has submitted their own terms and conditions of business that deviate from our terms and conditions in any respect.

Confirmations of the buyer with reference to their terms and conditions of business or procurement are herewith contradicted.

The amendment or invalidity of one or of individual provisions of these conditions shall not affect the validity and applicability of the remaining provisions.

2. Contractual conclusion

Offers made by us are binding for us only upon acceptance within 3 months of the respective deadline specified by us. Orders shall become binding for us, even if they were received by our representatives or field staff, only if their acceptance has been confirmed by us in writing.

Minor deviations or changes resulting from technical development of the object of the delivery from the offer documents, including samples and specimens, provide no grounds for counter-claims.

Drawings, images, dimensions, weights, and other performance data are binding only if this has been expressly agreed in writing.

3. Third-party samples etc.

Regarding third-party industrial property rights, the acceptance and execution of orders is performed at the sole risk and liability of the buyer. The buyer shall be responsible in particular for ensuring that the use of the drawings, samples, descriptions, and similar documents forwarded by them do not violate any third-party industrial property rights. If such rights are violated, the buyer shall indemnify us from the resulting and subsequent detrimental consequences.

4. Price, payment, withdrawal

The prices specified by us, unless otherwise stated, are ex works, excluding packaging. These shall be applicable in each case only for the specific order. While we shall endeavour to the best of our ability to adhere to the specified prices, we reserve the right to raise the prices in accordance with cost increases up to the day of the delivery in order to cover increases in material, labour or other costs.

The minimum order volume is CHF 250.00.

Material required for packaging shall be charged separately. Packaging material shall not be taken back. Insofar as prices and ancillary charges are specified by us in Swiss and in a non-domestic currency, then in the event of a movement in the exchange rate, only the CHF sum shall be relevant, even if only the invoice sum is specified in domestic and non-domestic currency. Unless otherwise agreed, the invoices of the seller are payable following the receipt of the invoice by the buyer without deduction. The buyer shall be deemed to have defaulted after 30 days of the issue of the invoice, without a further reminder.

If special payment conditions were agreed in writing, the entitlement to the agreed discounts shall lapse if the payment is not settled in accordance with the terms of the agreement.

Payments may be made to us only in accordance with the details set out in our invoices. Our employees, representatives, and field staff are entitled to collect only upon presentation of a special written collection power of attorney.

Payments with bills of exchange are subject to our prior consent. Cheques and bills of exchange shall be accepted only as payment. Discount and collection expenses shall be borne by the buyer.

The seller is entitled, notwithstanding differently worded provisions of the buyer, to offset payments of the buyer initially against the oldest debt item and the possible associated incurred default interest and costs.

If costs and interest have already been incurred, then the seller is entitled to offset the payment firstly against the costs, then against the interest, and lastly against the principal sum. Offsetting against contested counter-claims of the buyer as well as the retention of due sums are excluded.

Subject to the assertion of further damages, default interest shall be charged by us at the level of the interest rate charged by commercial banks for open current account loans, although at least amounting to 5%.

If the buyer defaults wholly or in part on a payment, or if circumstances become known to us following the signing of the contract that place a question mark over our approval for the granting of a loan in the amount arising out of the order, or that point to a significant deterioration in the financial circumstances of the buyer, we shall be entitled to demand the immediate settlement of all outstanding invoices – including invoices that are not yet due – and to demand payment in advance for all outstanding deliveries.

The buyer may avert this demand by providing sufficient security. Before the payment or presentation of the security, we shall not be obliged to make any further deliveries. In addition, we shall also be entitled to withdraw from the agreement without notice or a period of grace.

Claims for compensation of the buyer arising out of a withdrawal of this nature are excluded.

5. Delivery

Our written order confirmation for the scope of our deliveries is exclusively applicable. Collateral agreements and amendments are subject to our express confirmation. We shall be entitled to make partial deliveries if the agreement was concluded without division and the buyer fails within 3 weeks of our confirmation or written demand to specify a division within the specified deadline.

We shall endeavour to the best of our ability to adhere to the agreed delivery period, although we provide no warranty for this. The delivery period shall be deemed to have been adhered to if either the object of the delivery has left the works or if dispatch readiness has been reported to the buyer before the expiry of the delivery period.

Force majeure of all kinds, official interventions, strikes, lock-outs, shortages of materials, labour shortages, unforeseen operating difficulties, lack of transport facilities, non-delivery by suppliers and other unforeseen obstacles beyond our control, irrespective of whether they occur at our premises or at one of our suppliers, shall release us from our delivery obligation for the duration and their scope. We shall notify the buyer about disruptions of this nature as well as about their anticipated duration. If the agreed delivery period is exceeded by more than 8 weeks, we shall furthermore be entitled to cancel the outstanding order without the buyer being entitled to subsequent delivery or compensation. The buyer shall not be entitled to any claims for compensation or claims arising out of default during this period. In the event of the (one-off or repeated) non-adherence to a delivery deadline for which we are responsible, the buyer shall have only a right of withdrawal, excluding all further rights including any possible claims for compensation.

6. Shipping, transfer of risk

Deliveries shall be performed ex works, whereby the buyer shall bear the shipping charges. If the buyer has not issued any written instructions concerning the nature of the consignment, then we shall arrange the shipping at our discretion without accepting any liability in the event of possible negligence. The securing and assertion of claims in the event of transport damage shall be the responsibility of the buyer. Risk shall be transferred to the buyer as soon as the goods leave our works, including in the case of partial deliveries, or if we have assumed other performances, e.g. the shipping costs.

We shall be entitled and shall be obliged upon the written instruction of the buyer to insure the consignment to a normal commercial extent at their expense.

Reported goods that are ready for dispatch must be called by the buyer without delay. In other respects, we shall be entitled to store the goods at their cost and risk and to charge for this as if these goods had been delivered ex works. If the goods are not called off within 30 days of our sending our written declaration of dispatch readiness, then we shall be entitled at our choice, following the imposition of a 10 day period of grace, to withdraw from the agreement or to demand compensation. If we do not exercise this option within this period, the object of the delivery shall be deemed to have been accepted.

Minor deviations from the normal tolerances in the delivered goods shall not entitle the buyer to refuse to accept the goods.

7. Defects

Complaints of the buyer brought on the grounds that the object of the delivery is incomplete or defective, which includes the absence of warranted characteristics, must be reported to the seller within a cut-off period of 10 days following the arrival of the delivery item at the place of destination. In the event of concealed defects, this deadline shall apply from the time at which the defect was ascertained or should have been ascertained; the buyer shall bear the onus of proof. Once the buyer has begun working or processing, installing or using the delivered goods, any possible complaint shall be excluded; the same applies to standard commercial or minor or technically unavoidable deviations in quality, colour, dimensions of the equipment or in weight.

In the event of justified complaints, the seller shall be entitled to make repairs at their works or to deliver defect-free substitute goods within a reasonable period or to take back the goods. The seller may also choose to perform the repairs within 4 weeks following receipt of the notice of defects at the place where the goods are located. Only if the seller fails culpably to repair or to provide a replacement delivery, or fails to do this comprehensively or in good time, can the buyer assert claims for reduction or conversion. Further rights on the grounds of defective delivery are excluded; this applies in particular to any possible claims of the buyer to compensation for direct damages.

Only the direct buyer shall be entitled to warranty claims against the seller, and these may not be assigned.

No guarantee may be given for the useful life and/or performance of the delivered goods. A sale on the basis of the suitability, performance, or useful life of the delivered goods is excluded.

8. Assignment as security

The buyer herewith assigns ownership of the delivered goods to the seller until the comprehensive payment of all claims of the seller, including claims brought in the future. The assignment as security shall also remain in force if individual claims of the seller are included in a current invoice and the balance is drawn and recognised.

The buyer is entitled to process and to sell the goods, taking account of the following provisions.

- By processing the goods, the buyer shall not acquire ownership pursuant to applicable law (place of jurisdiction) of the new item; instead, the processing shall be performed by the buyer on behalf of the seller.
- If the goods are processed together with other items that belong neither to the seller nor to the buyer, the seller shall acquire co-ownership of the new item in proportion to the value of his goods relative to the other processed third party items.
- The buyer herewith assigns the claim arising out of the resale of the goods to the seller, and moreover does so to the extent that their goods have been processed.
- The seller shall not collect the assigned claim, so long as the buyer continues to meet their payment obligations. The buyer is however obliged upon request to name the third-party debtor to the seller and to report the assignment to us. They are entitled to collect the claim themselves, so long as the seller does not order them to act otherwise. Sums collected by the buyer arising out of the assigned claims must be paid into a separate account prior to being remitted to the seller.

e) Pledging or assignment of the goods or of the assigned claims by way of security are not permitted.

f) If the value of the security exceeds the claim that is to be secured by more than 20%, the seller shall release fully-paid

deliveries of their choice.

g) Third-party attachments (such as pledging or other seizures) on the goods or on the assigned

claims must be reported to the seller without delay together with the documents and information

required to assert their rights. The buyer shall be responsible for taking measures that provisionally protect the rights of the seller. The same applies to significant deterioration or loss of the goods or of the assigned claims – in which case current or future claims against insurers shall already be assigned to the seller – as well as if the buyer has discontinued the payments. In this case, they shall be obliged to send the seller without delay a list of the goods that are still available, including to the extent that they have been processed, along with a list of the assigned claims to the third-party debtors in addition to invoice copies.

9. Confidentiality

Unless otherwise agreed in writing, the information presented to the seller in conjunction with orders is not deemed to be confidential.

10. Limitation of liability

Claims for compensation arising out of the impossibility of the performance, positive contractual violation, fault upon conclusion of the contract and tort are excluded both against the seller as well as against its vicarious agents as well as its assistants, insofar as no wilful or grossly negligent action has been committed.

11. Place of performance and place of jurisdiction

Swiss law applies to these Terms and Conditions of Business as well as to all legal relationships between the seller and the buyer. The place of performance for all disputes that arise in conjunction with this Agreement is CH-4710 Balsthal. This also applies to bills of exchange and cheques.

Date: July 2024