

22.02.2022

## General Terms and Conditions (GTC)

### 1. General

These terms and conditions are an integral part of every legal transaction concluded with CORRGO AG and apply exclusively to companies and legal entities under public law. CORRGO AG offers its services exclusively under the following conditions, other conditions of the customer are only valid if they are expressly acknowledged and confirmed in writing.

### 2. Offer and conclusion of contract

All offers of CORRGO are generally non-binding and are subject to our terms and conditions. Technical changes, process and production changes as well as possible errors are reserved. A contract is only concluded if the receipt of the order and thus the acceptance is confirmed in writing (order confirmation). Price lists and verbal price information are considered indicative prices and are non-binding.

### 3. Service description, scope of service

Insofar as the order is accompanied by service descriptions, drawings, technical specifications, etc., these are the basis for placing the order and binding. CORRGO AG is not obliged to check these for complete content and possible inaccuracies. The customer is liable for damages caused by incorrect or missing documents. Should changes to the service become necessary due to incorrect documents, possible additional expenses shall be borne by the customer. If the service of CORRGO AG has been professionally provided based on the documents handed over, subsequent necessary changes to the service to be provided by us are subject to a charge at the expense of customer. Changes to the delivery item or the contractual services must be agreed separately. If, despite all the care taken, the service shows a defect that already existed at the time of the transfer of risk, we will, subject to timely notification of defects, repair at our discretion.

### 4. Customer's obligation to cooperate

The customer must do everything necessary on his part at his own expense to ensure that the service can be started on time and carried out without disruption. In particular, he must ensure that the equipment or components and chemicals required for the start and execution of the operation are located at the place of use, if they have been delivered to the place of use in advance. In the case of work in enclosed spaces, the structure must be in a condition that allows a trouble-free and harmless service under normal working conditions. In the case of services, the location and accessibility to electricity, compressed air, various water and wastewater must be agreed between the customer and CORRGO in the course of engineering or it is the task of the customer to ensure appropriate availability both qualitatively and quantitatively at the place of use.

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The purchaser shall organize the following activities at his own expense and shall make them available in good time after agreeing on the scope and timing of the need:

- (a) auxiliary crews such as henchmen and, if necessary, locksmiths, crane operators, forklift drivers and other skilled workers with the necessary number of tools required by them;
- (b) scaffolding work;
- (c) the items and materials necessary for the provision of services, as well as lifting equipment and other devices such as: scaffolding or ladders;
- d) electricity and water including the necessary connections to the point of use, heating, and general lighting;
- e) In the working area, sufficiently large, suitable, dry, and lockable rooms for the storage of materials, equipment, tools, etc., and work and recreation rooms appropriate for CORRGO personnel, including sanitary facilities appropriate to the circumstances. In addition, in order to protect CORRGO's personnel on the construction site, the customer must take measures that he would take to protect his own property and personnel.
- f) Protective clothing and protective devices that are required due to special circumstances of the assembly site and are not customary for CORRGO in the industry or deviate from CORRGO's usual standards.

If CORRGO employees object to the regularity of the work and services to be taken over by the customer as described above, he is obliged to inform the customer of these objections immediately.

## 5. Accident prevention regulations

CORRGO must comply with the applicable regulations for handling hazardous substances for chemical and electrochemical surface treatment in the work it is responsible for. The customer must inform the CORRGO project manager of additional accident prevention regulations to be observed locally and must inform its own personnel that and how all accident prevention regulations must be observed when dealing with hazardous substances. In all other respects, the purchaser must take or arrange for the measures imposed on him by public, law or contract to prevent accidents. This applies in particular to the provision of personnel by the customer with regard to personal protection measures. Customers and CORRGO shall each ensure compliance with the generally accepted rules of electrical engineering in their respective areas in order to ensure safe working. You have to name each other the responsible persons.

## 6. Delivery, transfer of risk, insurance

Should deliveries or transports be included in the order, these shall be made carriage forward and at the expense and risk of the customer ex works, unless they are included in the overall package. If the object of the contract is brought to another location by CORRGO at the request of the customer, the risk shall pass as soon as we have handed over the delivery to the carrier. The customer expressly declares that he has no objection to shipment by rail, freight forwarder, freight carrier or post. Transport insurance shall only be provided at the special request of the purchaser and at the expense of the purchaser. Any goods provided for subcontracting will be stored at CORRGO. The contractor assumes no liability for theft, burglary, fire, storm, and hail, as well as vandalism. If the customer wishes to insure the goods, he must explicitly order this by stating the value of the goods. The goods are then insured at cost price, the corresponding amount is listed separately in the offer.

## 7. Working hours and travel costs

The working time spent is calculated in accordance with the agreed billing rates. Waiting and travel times are considered working hours. The expenses for accommodation and meals are calculated according to agreed rates

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or accommodation according to actual expenditure, provided that these should exceed the agreed rates.

The normal working time corresponds to the contractually agreed number of hours per week from Monday to Friday. Work on Saturdays, Sundays and public holidays will be charged as overtime, unless otherwise agreed or offered in writing.

## 8. Price formation

Our prices are net and, unless otherwise agreed in writing, ex works, e.g., excluding transport, packaging and VAT. Packaging costs may be invoiced separately. Payment must be made exclusively to the account specified in the invoice. The current prices can be found in the attached price list.

## 9. Performance period, delay

Agreed delivery periods shall only commence when all documents necessary for the execution of the work are fully available and the material deliveries have been made in full. Changes to the originally agreed services, to which CORRGO has agreed in writing, extend the envisaged deadlines in accordance with the associated additional effort, without the need for an agreement. If the delivery is delayed because the customer is not yet in a position to accept our delivery, we shall be reimbursed for all additional costs incurred as soon as the contractual delivery period has been exceeded. The delivery periods are generally to be regarded as binding. Should delivery nevertheless be exceeded, we shall only be liable to the customer in the event of damage caused by delay in the event of gross negligence or intent. The obligation entered into in a separate written agreement to pay a contractual penalty on our part is only to be paid if the conditions contained therein are met. The customer shall bear the burden of proof for fault. If the agreed delivery date is exceeded by more than four weeks, the customer has the right to withdraw from the contract after setting a reasonable grace period if we are proven to be at fault. The delivery period shall be deemed to have been met if the delivery item has been rendered and has been completed by the time it expires.

## 10. Quality assurance (QA), warranty, damages

The services promised and to be provided by CORRGO are of a general nature and may be subject to deviations in the context of technical developments and process changes. They are therefore not binding and only serve to provide information about possible uses and applications. Only the properties guaranteed to the customer in writing are binding. These are checked and guaranteed with the usual quality assurance measures. Our quality assurance system is certified and the test methods for the surfaces and their freedom from contamination are defined. These will be disclosed to the client at his request. If the QA methods are not sufficient for the customer, he must make corresponding agreements with CORRGO in writing for supplementary tests. CORRGO is not liable for defects and their consequential costs that were not detected when using the prescribed or agreed QA test methods. CORRGO undertakes to carry out the surface treatment in accordance with the order or specification. Since the surface quality is subject to an interaction of material/alloy quality, pretreatment/pretreatment state and surface treatment method/process, we generally exclude any adhesion to the surface quality of the components we process. We recommend that sample processing be carried out on original components before commissioning and that the surface quality be tested under the subsequent operating conditions. After carrying out the cleaning work, the customer must inspect the goods for visible defects and notify CORRGO in writing within 14 days. If he fails to do so, the goods shall be deemed to have been accepted free of defects. With the delivery of the goods and further processing or use / application, the customer acknowledges that a complaint as a result of a lack of freedom from contamination is excluded. The customer must notify hidden defects in

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writing within 8 days of discovery and prove the reasons for the delayed detection. After expiry of the notice period, warranty rights are forfeited. If the goods prove not to be in conformity with the contract upon acceptance, the customer must give CORRGO the opportunity to remedy the defects for which CORRGO is responsible at its own expense. In the event of a timely notification of defects recognized by CORRGO as justified, the customer shall be entitled to rectification. We must be granted a reasonable period of time for this. The customer is not entitled to withhold the agreed fee due to defects. If repair work or other changes are carried out on the object of performance complained of without our express consent by the customer, any warranty on our part shall lapse. The customer must give CORRGO the opportunity to carry out a detailed examination immediately after the notification of defects has been made. For claims under the Product Liability Act, there is only liability for own products vis-à-vis the customer. CORRGO is not responsible for the processing of components with material defects or surface defects from the manufacturing process, pre-treatment errors and defects that have their origin in a low alloy quality, which become visible through the processing of CORRGO and/or its processes or chemicals, or any liability for our quality refinement is waived. We reserve the right to invoice the customer for any additional expenses incurred which are due to material defects. CORRGO is liable in accordance with the statutory provisions if the customer asserts claims for damages based on intent or gross negligence, including intent or gross negligence on the part of our representatives or assistance in performance. Insofar as there is no intentional breach of contract, liability for damages is limited to the foreseeable, typically occurring damage. Liability for culpable injury to life, limb or health remains unaffected. Insofar as liability for damages against us is excluded or limited, this also applies with regard to the personal liability for damages of our employees, workers, representatives and vicarious agents. This limitation also applies if the customer demands compensation for useless expenses instead of a claim for compensation for the damage, instead of the performance. As soon as the work has been completed and the customer puts the lines or installations into operation, all warranty claims expire except for the observed defects are clearly due to contractually deviating or incorrect handling of the item. Documents provided: We reserve ownership rights and copyrights to all documents provided to the customer in connection with the placing of the order, such as: calculations, drawings, treatment methods, etc. These documents may not be made accessible to third parties unless we give the customer our express written consent to do so.

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## 11. Due date, terms of payment, invoicing

Unless expressly agreed otherwise, all invoice amounts are due for payment within 30 days of invoicing. The receipt of the invoice amount by us is decisive for the observance of the deadline. Payments are to be made directly to CORRGO, e.g., not to agents or deliverers. The deduction of cash discount is only permitted with a special written agreement. We are entitled to make advance invoices according to the progress of the work for individual partial services, if this has been contractually agreed, or if it results from the type of service, or if it is an independently usable partial service. In the event of default in payment, the respectively valid statutory default interest will be claimed. Partial payments received will first be offset against the existing claim, then against interest and then against the costs incurred in legal proceedings. A set-off with claims from other deliveries to which CORRGO is entitled on the part of the customer is excluded. In the event of default on the part of the customer with the payment of partial or final invoices, we are entitled to withhold deliveries until full payment has been made.

## 12. Ownership

We reserve title to the goods and services delivered by us until full payment of the fee to be paid.

## 13. Right of Withdrawal

If the customer is in default with the payment of a due claim, insolvency proceedings have been opened against his assets or the application for the initiation of insolvency proceedings has been rejected due to a lack of cost-covering assets, we are entitled to demand the surrender of services that have not yet been released.

If the client withdraws from the service already commissioned, he is obliged to pay appropriate damages for the service not yet called. The amount of the costs depends on the date of withdrawal and the expenses already incurred. If the client withdraws more than 3 months before the planned start of the work, a lump sum of CHF 2500.- is due, unless the contractor has already demonstrably provided part of the services or ordered order-specific material. In the latter case, the contractor has the right to invoice the client for the expenses already incurred. In the event of withdrawal Within 4 weeks before the start of the service execution, the supplier is entitled to compensation in the amount of 30% of the total order value. In the event of withdrawal within 8 days before the start of the work, there is a claim to 50% of the order volume of the order.

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## 14. Postponement of the start of services

If the start of the service is postponed at short notice (1 week or shorter), the contractor may charge the associated costs, e.g., personnel provision costs, etc. If the contractor demonstrably avoids alternative orders, the customer must pay appropriate damages. By placing an order, the customer agrees that CORRGO includes the client in the reference list and agrees to a publication (e.g., homepage). The customer has the right, if he does not want the publication, to refuse this. In this case, the client must inform CORRGO in writing.

## 15. Place of performance, place of jurisdiction, choice of law

Place of performance and jurisdiction for all disputes arising from this contract is our registered office in Baar (ZG) Schochenmühlestrasse 4. Swiss law applies exclusively.

Status: 01.01.2022

