

General Terms and Conditions

(Version September 2023)

1. Scope

The following General Terms and Conditions ("GTC") apply to all current and future business relationships between re-fer AG ("re-fer") and the customer in the context of the acquisition of movable goods ("delivery items"). With the placing of the order by the customer, but at the latest on receipt of the ordered delivery items, the customer acknowledges these GTC as the binding exclusive basis of the contract. The validity of any contrary, deviating or additional terms and conditions used by the customer with regard to re-fer is excluded, even if re-fer does not expressly object to them.

2. Offer and Conclusion of contract

- 2.1 All offers made by re-fer are subject to change. With its corresponding order, the customer submits an offer to which it is bound for three weeks from receipt of the order by re-fer. A contract is only concluded upon confirmation of the order by re-fer and is in accordance with the content of the confirmation of the order and/or these GTC. Verbal agreements or consents require written confirmation by re-fer to be valid..
- 2.2 re-fer reserves all rights to its own documents (in particular illustrations, weight and dimension specifications) and samples. They must not be made accessible to third parties and must be returned without undue delay to re-fer upon request.
- 2.3 re-fer's order confirmations are confidential and may only be viewed by the customer's personnel who are effectively involved in processing these order confirmations.
- 2.4 If the ordered delivery items must have certain properties which are not part of the standard product description or product designation, or which require special processing by re-fer or third parties, the customer must attach the corresponding description of the properties, plans, sketches, current drawings, etc. (hereinafter referred to as "quality specifications") to the respective order.

3. Delivery times and Deadlines

- 3.1 Delivery times and deadlines only become binding if they have been confirmed in writing by re-fer and after the customer has provided re-fer in good time with all the information, quality specifications, approved plans, and documents required for the delivery and has granted approvals and releases and, if necessary, made contractually agreed down payments. Agreed delivery times run from the date of the order confirmation or acknowledgement of receipt. The delivery times for additional or extended orders placed later will be extended accordingly.
- 3.2 Delivery times are deemed to have been met when the goods are handed over for shipment.
- 3.3 Unforeseeable, unavoidable events beyond the control of re-fer, for which re-fer is not responsible, such as force majeure, war, natural disasters, strikes, lockouts, official measures, or similar events, release re-fer from its obligation to deliver and perform for their duration. Agreed deadlines will be extended by the duration of the disruption. The customer must be informed appropriately about the occurrence of the disruption. If the end of the disruption is not foreseeable or the

disruption lasts longer than two months, both parties may withdraw from the contract.

- 3.4 The delivery of delivery items that re-fer does not manufacture itself, but buys from sub-suppliers, depends on the proper and timely delivery to re-fer by its sub-suppliers.
- 3.5 In the event of a delay in delivery on the part of re-fer, the customer is only entitled to withdraw from the contract if re-fer is responsible for the delay and a reasonable grace period set by the customer for delivery has expired without success.
- 3.6 In the event of non-acceptance by the customer or the violation of other cooperation obligations by the customer, re-fer is entitled, without prejudice to other rights, to undertake the proper storage of the delivery items at the expense and risk of the customer or to withdraw from the contract.
- 3.7 re-fer may make partial deliveries, provided that the circumstances justify it and these are reasonable for the customer.

4. Shipping, Transfer of risk, Insurance

- 4.1 The risk passes to the freight forwarder or the customer itself when the delivery items are handed over. If the handover or dispatch is delayed for reasons for which the customer is responsible, the risk passes to the customer on the day on which it is in formed of the readiness for dispatch.
- 4.2 The costs for packaging and shipping are borne by the customer and are itemised separately on the invoice by re-fer.
- 4.3 Freight insurance is taken out exclusively at the customer's request and at the customer's expense.

5. Prices, Terms of payment

- 5.1 The valid prices are the prices listed in re-fer's the current price list. This price list is adjusted periodically.
- 5.2 Should unforeseeable increases in material prices and wage costs occur for re-fer after the conclusion of the contract, re-fer is entitled, at its reasonable discretion, to increase the agreed prices accordingly.
- 5.3 The semi-finished products ordered from re-fer are calculated on the basis of the weight determined by re-fer, unless another basis for invoicing has been agreed (e.g., per piece or according to theoretical weight).
- 5.4 All re-fer prices are ex works, unless otherwise stated in the order confirmation, but excluding packaging and shipping costs (incl. customs duties), which can be calculated separately. The statutory value-added tax is calculated separately.
- 5.5 re-fer is entitled to issue partial invoices for partial deliveries within the meaning of clause 3.7.
- 5.6 All invoices from re-fer are due for payment without deduction within thirty days of receipt of the invoice. If payment is not received before the expiry of this period, the customer is automatically in default without a separate reminder.
- 5.7 Payments made by the customer are only be deemed to have been made if the sum is available to re-fer without any deduction.
- 5.8 If the customer is in default of payment, re-fer is entitled to interest on arrears in the statutory amount and is

entitled to refuse further deliveries until full payment of all outstanding amounts, including interest on arrears. The right to claim further damage caused by delay is reserved..

- 5.9 The customer may only offset against undisputed or legally established counterclaims based on the same contract.
 - 5.10 If re-fer becomes aware of the customer's impending insolvency after the conclusion of the contract, re-fer has the right to make outstanding deliveries only against advance payment or against security. If the advance payments or securities are not provided within a reasonable grace period, re-fer can withdraw from all contracts affected by this in the individual case either in whole or in part. re-fer reserves the right to assert further rights.
- 6. Condition, Rights of the customer in the event of defects, Obligation to inspect**
- 6.1 The delivery item must have the agreed quality at the time of the transfer of risk. This is measured exclusively in accordance with the specific agreements made in writing between the parties regarding the properties, features, and performance characteristics of the delivery item.. A warranty for the value or suitability for the intended purpose is expressly excluded.
 - 6.2 In the event of processing in accordance with the warranted characteristics drawn up and issued by the customer, the quality is governed exclusively by these issued and warranted characteristics as well as by additional express written agreements between the parties on the properties, features, and performance characteristics of the delivery item (quality agreement). In the event of defects in the delivery item which are based on the quality specifications issued by the customer, the customer is not entitled to any warranty claims against re-fer. The customer is in particular responsible for the accuracy and usability of all quality specifications drawn up by it and handed over to re-fer, including any supplements thereto.
 - 6.3 Information contained in all catalogues, price lists and other informative material, including product descriptions, provided to the customer by re-fer are in no way to be construed as a guarantee of a specific quality of the delivery item. Guarantees of quality must be expressly agreed in writing.
 - 6.4 Customary deviations in quantity and weight of up to 5% of the ordered quantity are permissible.
 - 6.5 Deviations in the quality or condition of the delivery item are also permissible if this is due to the nature of the delivery item.
 - 6.6 The assertion of rights by the customer in the case of defective delivery items requires that the customer has inspected the delivery item after its delivery and has sent a written notice of defect to re-fer as soon as possible, but no later than two weeks after delivery, stating the invoice number. In any case, re-fer must be notified as soon as possible in writing of any obvious transport damage. Hidden defects must be reported as soon as possible after their discovery.
 - 6.7 re-fer has the right to inspect and test any delivery item that is subject to a notice of defect. The customer must give re-fer sufficient time and opportunity to do this. re-fer can also request the customer to return the delivery item subject to the notice of defect at re-fer's expense.
 - 6.8 Defects will be remedied by re-fer at its own discretion either by free repair or subsequent delivery of a defect-

free item (collectively referred to as "remedy"). re-fer may, however, refuse remedy if this would involve disproportionate effort and/or costs.

- 6.9 re-fer assumes all transport, infrastructure, wage and material costs incurred as part of the remedy. If the notice of defect turns out to be unjustified due to intent or gross negligence and this was recognisable to the customer before it raised the notice of defect, the customer must reimburse re-fer for all costs incurred by re-fer in this regard (e.g., travel or shipping costs).
- 6.10 The customer can withdraw from the contract If remedy fails, or is unreasonable for the customer, or if re-fer has refused remedy in accordance with clause 6.8. In such a case, the purchase price will be refunded to the customer.
- 6.11 The statutory limitation period for the customer's rights in the event of defects is twelve months from the date of delivery of the delivery item to the customer.

7. Liability and Compensation

- 7.1 re-fer's liability for defects is limited to remedy in accordance with clause 6.8. Any further liability due to defects or other breach of contract (e.g. price reduction, compensation for indirect and consequential damages, due to late delivery, etc.) is expressly excluded to the extent permitted by law.
- 7.2 The customer must take appropriate measures to avert and minimise damage.

8. Product liability

- 8.1 If the customer resells the delivery item, it must indemnify re-fer internally against product liability claims by third parties to the extent that it is responsible for the defects that trigger the liability.

9. General

- 9.1 The customer is not permitted to assign its claims against re-fer to any third party without re-fer's written consent.
- 9.2 Amendments and supplements to the contract and/or these GTC and all ancillary agreements must be in Written Form. This also applies to amendments to this Written Form requirement.
- 9.3 Should any provision in the contract and/or these GTC be invalid in whole or in part, the validity of the remaining provisions will not be affected by this. In this case, the parties agree to replace the invalid provision with a valid provision that comes as close as possible to the economic purpose of the invalid provision.
- 9.4 The place of performance for all mutual claims is 6430 Schwyz, Switzerland.
- 9.5 The **exclusive place of jurisdiction** for all disputes arising from this contractual relationship is **6430 Schwyz, Switzerland**. The right of re-fer to also bring an action against the customer before the competent court of another jurisdiction is unaffected by this.
- 9.6 Contracts concluded with re-fer are governed exclusively by Swiss substantive law, to the exclusion of private international law, in particular the United Nations Convention on Contracts for the International Sale of Goods (UN Sales Convention).