General Terms and Conditions of Delivery for Machines and Systems

2026

1. General provisions

1.1 The contract is concluded upon receipt of the Supplier's written confirmation that it accepts the order (order confirmation). Quotations that do not include an acceptance period are non-binding.

1.2 These Terms and Conditions of Delivery are binding if declared applicable in the quotation or in the order confirmation. Any terms and conditions of the Purchaser to the contrary shall only be valid if they have been expressly accepted by the Supplier in writing.

1.3 All agreements and legally relevant declarations made by the contracting parties shall only be valid in written form. Declarations in written form which are transferred or stored by means of electronic media shall only be equivalent to the written form if specifically agreed upon by the parties.

1.4 Should any provision of these Terms and Conditions of Delivery prove to be invalid in whole or in part, the contracting parties shall replace this provision with a new stipulation that comes as close as possible to the legal and economic purpose of the provision.

1.5 The terms and conditions of Agathon AG, engineering works (CHE-101.500.458) with its registered office in 4512 Bellach Switzerland,apply exclusively. All other terms and conditions are excluded and waived.

1.6 If and to the extent that Regulation (EU) 2023/2854 ("EU Data Act") is applicable to the contractual relationship, the delivered machines and/or related services, the attached "EU Data Act Contract Addendum" forms an integral part of these General Terms and Conditions of Delivery and the respective individual contract (quotation / order confirmation). In the event of contradictions between the EU Data Act Contract Addendum and these General Terms and Conditions of Delivery, the EU Data Act Contract Addendum shall take precedence. In all other respects, these General Terms and Conditions of Delivery shall remain applicable unchanged. In particular, the choice of law of the General Terms and Conditions of Delivery shall apply, whereby mandatory provisions of the EU Data Act remain reserved.

2. Scope of deliveries and services

Deliveries and services of the Supplier are exhaustively listed in the order confirmation, including any enclosures to the order confirmation. The Supplier is authorized to make changes that lead to improvements, provided that these do not result in a price increase.

3. Plans and technical documents

3.1 Brochures and catalogs are not binding unless otherwise agreed. Specifications in technical documents are only binding if they are expressly warranted.

3.2 Each contracting party reserves all rights regarding plans and technical documents provided to the other party. The contracting party receiving such documents shall accept these rights and shall not make such documents available to third parties, in whole or in part, without prior written consent of the other contracting party, and shall not use such documents for purposes other than the purpose for which such documents have been handed over.

4. Regulations in the country of destination and protective devices

4.1 The Purchaser shall draw the Supplier's attention to the regulations and standards relating to the execution of the deliveries and services, operation and the prevention of illness and accidents no later than at the time of placing the order.

4.2 In the absence of an agreement pursuant to Clause 4.1, deliveries and services shall comply with the regulations and standards at the Supplier's registered office. Additional or other protective devices shall be supplied insofar as this has been expressly agreed.

5. Prices

5.1 Unless otherwise agreed, all prices are quoted net, ex works, without packaging, in freely available Swiss francs, without any deductions.

All ancillary costs, e.g., for freight, insurance, export, transit, import and other permits and certifications, shall be borne by the Purchaser. The Purchaser shall also bear all types of taxes, duties, fees, customs duties and similar expenses, as well as the associated administrative costs that are levied in connection with the contract or its fulfillment. Insofar as such costs, taxes, etc. are levied on the Supplier or its auxiliary persons, these shall be reimbursed by the Purchaser upon presentation of the corresponding documents.

5.2 The Supplier reserves the right to adjust prices if wage rates or material prices change between the time of quotation and the fulfillment of the contract. In this case, the price will be adjusted in accordance with the enclosed sliding price formula.

An appropriate price adjustment shall also be made if:

- the delivery period is subsequently extended for one of the reasons stated in Clause 8.3; or
- the nature or scope of the agreed deliveries or services have changed; or
- the material or the design undergoes changes because the documents supplied by the Purchaser did not correspond to the actual conditions or were incomplete; or
- laws, regulations, principles of interpretation or application have been amended.

6. Terms of payment

6.1 Payments shall be made by the Purchaser in accordance with the agreed terms of payment at the Supplier's domicile without deducting cash discounts, expenses, taxes, levies, fees, customs duties and similar costs.

Unless otherwise agreed, the price shall be paid in the following installments:

- 30% as an advance payment upon receipt of the order confirmation. Due immediately,
- 60% after delivery by the Agathon Bellach plant. 10 days net,
- 10% after successful final acceptance. 10 days net.

The payment obligation is fulfilled if Swiss francs have been made freely available to the Supplier at the Supplier's domicile. If payment by bill of exchange or letter of credit has been agreed, the Purchaser shall bear the bill discount, bill tax and collection charges or the costs of opening, notification and confirmation of the letter of credit.

6.2 The payment dates shall also be observed if transportation, delivery, assembly, commissioning or acceptance of the deliveries or services are delayed or rendered impossible for reasons for which the Supplier is not responsible, or if insignificant parts are missing or if reworking proves necessary which does not render the use of the deliveries impossible.

6.3 If the advance payment or the securities to be provided upon conclusion of the contract are not provided in accordance with the contract, the Supplier shall be entitled to adhere to the contract or to withdraw from the contract and to demand compensation in both cases.

If the Purchaser is in arrears with a further payment for any reason whatsoever or if the Supplier must seriously fear that it will not receive the Purchaser's payments in full or on time due to a circumstance occurring after conclusion of the contract, the Supplier shall be entitled, without limiting its statutory rights, to suspend further performance of the contract and to withhold deliveries ready for dispatch until new terms of payment and delivery have been agreed and the Supplier has received sufficient securities. If
no such agreement is reached within a reasonable period of time or if the Supplier does not receive sufficient securities, the latter shall be entitled to withdraw from the contract and claim damages.

6.4 If the Purchaser fails to meet the agreed payment deadlines, it shall pay interest, without notice, from the agreed due date at a rate based on the usual interest rates at the Purchaser's domicile, but at least 4% above the respective 3-month CHF LIBOR. The right to claim compensation for further damages shall remain reserved.

7. Retention of title

The Supplier shall remain the owner of all its deliveries until it has received payment in full in accordance with the contract.

The Purchaser is obliged to cooperate in measures necessary to protect the Supplier's property; in particular, upon conclusion of the contract, the Purchaser authorizes the Supplier to enter or reserve the reservation of title in public registers, books or similar in accordance with the relevant national laws at the Purchaser's expense and to comply with all formalities in this respect.

The Purchaser shall maintain the delivered items at its own expense for the duration of the retention of title and insure them in favor of the Supplier against theft, breakage, fire, water, and other risks. It shall also take all measures to ensure that the Supplier's title is neither impaired nor revoked.

8. Delivery period

8.1 The delivery period shall commence as soon as the contract has been concluded, all official formalities have been completed (such as import, export, transit and payment permits), the payments to be made at the time of ordering and any securities have been provided, and essential technical aspects clarified. The delivery deadline shall be deemed to have been met if the notification of readiness for dispatch has been sent to the Purchaser by the time the deadline elapses.

8.2 Compliance with the delivery period presupposes the fulfillment of the contractual obligations by the Purchaser.

8.3 The delivery period shall be extended:

a) if the Supplier does not receive the information required for the fulfillment of the contract in good time or if the Purchaser subsequently changes the information, thus causing a delay in the deliveries or services;

b) if obstacles arise which the Supplier cannot avert despite exercising due care, irrespective of whether they arise at the Supplier, at the Purchaser or at a third party. Such obstacles include, for example, epidemics, mobilization, war, civil war, acts of terrorism, riots, political unrest, revolution, sabotage, significant operational disruptions, accidents, industrial disputes, delayed or faulty delivery of the necessary raw materials, semi-finished or finished products, rejection of important workpieces, measures or omissions by authorities, state or supranational bodies, embargoes, unforeseeable transport obstacles, fire, explosion, natural disasters;

c) if the Purchaser or third parties are in arrears with the work to be carried out by them or are in default with the fulfillment of their contractual obligations, in particular if the Purchaser does not comply with the terms of payment.

8.4 The Purchaser shall be entitled to claim compensation for delayed deliveries if the Supplier is demonstrably responsible for the delay and the Purchaser can provide evidence of damage as a result of this delay. If the situation for the Purchaser is remedied by means of a replacement delivery, the claim for compensation for delay shall lapse.

The compensation for delay shall amount to a maximum of 0.5% for each full week of delay, but not more than 5% in total, calculated on the contract price of the delayed part of the delivery. The first two weeks of delay do not entitle the Purchaser to compensation for delay.

Once the maximum compensation for delay has been reached, the Purchaser shall grant the Supplier a reasonable grace period in writing. If this grace period is not observed for reasons for which the Supplier is responsible, the Purchaser shall be entitled to refuse acceptance of the delayed part of the delivery. If partial acceptance is economically unreasonable for the Purchaser, it shall be entitled to withdraw from the contract and to reclaim payments already made against return of deliveries made.

8.5 If a specific date is agreed instead of a delivery period, this shall be equivalent to the last day of a delivery period; Clauses 8.1 to 8.4 shall apply analogously.

8.6 The Purchaser has no rights or claims due to delays in deliveries or services other than those expressly mentioned in this Clause 8. This restriction shall not apply to unlawful intent or gross negligence on the part of the Supplier, but shall apply to auxiliary persons.

9. Packaging

Packaging shall be invoiced separately by the Supplier and shall not be taken back. However, if it has been designated as the property of the Supplier, it must be returned by the Purchaser to the place of departure, carriage paid.

10. Transfer of benefits and risk

10.1 Benefits and risk shall pass to the Purchaser no later than upon dispatch of the deliveries ex works.

10.2 If dispatch is delayed at the request of the Purchaser or for other reasons for which the Supplier is not responsible, risk shall pass to the Purchaser at the time originally intended for delivery ex works. From this point on, the deliveries shall be stored and insured at the expense and risk of the Purchaser.

11. Shipping, transportation and insurance

11.1 Special requests regarding shipping, transportation and insurance must be communicated to the Supplier in good time. Transportation shall be at the expense and risk of the Purchaser.

11.2 The Purchaser must direct any complaints in connection with the shipment or transportation to the last carrier immediately upon receipt of the deliveries or the freight documents.

11.3 Insurance against damage of any kind is the responsibility of the Purchaser.

12. Inspection and acceptance of deliveries and services

12.1 The Supplier will inspect the deliveries and services prior to shipment to the customary extent. If the Purchaser requests further inspections, these must be agreed upon separately and paid for by the Purchaser.

12.2 The Purchaser shall inspect the deliveries and services within a period of 5 days and notify the Supplier of any defects in writing without delay. If the Purchaser fails to do so, the deliveries and services shall be deemed approved.

12.3 The Supplier shall remedy the defects notified to it in accordance with Clause 12.2 as quickly as possible, and the Purchaser shall give it the opportunity to do so. After the defects have been rectified, an acceptance test shall be carried out at the request of the Purchaser or the Supplier in accordance with Clause 12.4.

12.4 Subject to Clause 12.3, the performance of an acceptance test and the determination of the conditions applicable thereto shall require a special agreement. Unless otherwise agreed, the following shall apply:

- The Supplier shall notify the Purchaser of the performance of the acceptance test in good time so that the Purchaser or its representative can attend.
- An acceptance report shall be drawn up and signed by the Purchaser and Supplier or their representatives. This states that acceptance has taken place or that it has only taken place with reservations or that the Purchaser refuses acceptance. In the latter two cases, the defects asserted must be included individually in the report.
- The Purchaser may not refuse acceptance and signature of the acceptance report due to minor defects, in particular those which do not significantly impair the functionality of the deliveries or services. Such defects must be rectified by the Supplier without delay.
- In the event of significant deviations from the contract or serious defects, the Purchaser must give the Supplier the opportunity to rectify these within a reasonable grace period. A further acceptance test then takes place.

  If this in turn reveals significant deviations from the contract or serious defects, the Purchaser may demand a price reduction, compensation payment or other benefits from the Supplier if the contracting parties have agreed on these. If the defects or deviations arising during this test are so serious that they cannot be remedied within a reasonable period of time and if the deliveries or services cannot be used for the stated purpose or can only be used to a considerably reduced extent, the Purchaser shall have the right to refuse acceptance of the defective part or, if partial acceptance is economically unreasonable for the Purchaser, to withdraw from the contract. The Supplier can only be obliged to refund the amounts paid to it for the parts affected by the withdrawal.

12.5 Acceptance shall then also be deemed to have taken place:

- if the Purchaser does not participate in the acceptance despite prior request;
- if the acceptance test cannot be carried out on the scheduled date for reasons for which the Supplier is not responsible;
- if the Purchaser refuses acceptance without being entitled to do so;
- if the Purchaser refuses to sign an acceptance report drawn up in accordance with Clause 12.4;
- as soon as the Purchaser uses the Supplier's deliveries or services.

12.6 The Purchaser shall have no rights and claims for defects of any kind in deliveries or services other than those expressly stated in Clause 12.4 and Clause 13 (Warranty, liability for defects).

13. Warranty, liability for defects

13.1 Warranty period

The warranty period is 12 months, or 6 months in the case of multi-shift operation. It begins with the dispatch of the deliveries ex works or with the possibly agreed acceptance of the deliveries and services or, if the Supplier has also taken over the assembly, with its completion. If dispatch, acceptance or assembly is delayed for reasons for which the Supplier is not responsible, the warranty period shall end no later than 18 months after notification of readiness for dispatch.

The warranty period for replaced or repaired parts restarts and lasts 6 months from the time of replacement, completion of repair, or from acceptance, but at most until the expiry of a period that is twice the warranty period according to the previous paragraph. The warranty shall expire prematurely if the Purchaser or third parties carry out

modifications or repairs or if, in the event of a defect, the Purchaser does not immediately take all appropriate measures to minimize the damage and give the Supplier the opportunity to remedy the defect.

13.2 Liability for defects in material, design and workmanship

The Supplier undertakes, on written request from the Purchaser, to repair or replace as quickly as possible, at its discretion, all parts of the Supplier's deliveries which, before the expiry of the warranty period, are demonstrably defective or unusable as a result of poor material, faulty design or poor workmanship. Replaced parts shall become the property of the Supplier, unless the Supplier expressly waives this right. The Supplier shall bear the costs of rectification within the scope of proportionality, insofar as they do not exceed the usual transportation, personnel, travel and accommodation costs as well as the usual costs for the installation and removal of the defective parts.

13.3 Liability for warranted characteristics

Warranted characteristics are only those which have been expressly designated as such in the order confirmation or in the specifications. The warranty is valid until the expiry of the warranty period at the latest. If an acceptance test has been agreed, the warranty shall be deemed to have been fulfilled if proof of the relevant characteristics has been provided during this test.

If the warranted characteristics are not or only partially met, the Purchaser shall initially be entitled to immediate rectification by the Supplier. The Purchaser shall grant the Supplier the time and opportunity required to do so.

If this rectification is not successful or only partially successful, the Purchaser shall be entitled to the compensation agreed for this case or, if no such agreement has been made, to an appropriate reduction in the price. If the defect is so serious that it cannot be remedied within a reasonable period of time and if the deliveries or services cannot be used for the stated purpose or can only be used to a considerably reduced extent, the Purchaser shall have the right to refuse acceptance of the defective part or, if partial acceptance is economically unreasonable for the Purchaser and the Purchaser communicates this immediately, to withdraw from the contract. The Supplier can only be obliged to refund the amounts paid to it for the parts affected by the withdrawal.

13.4 Exclusions from liability for defects

Excluded from the Supplier's warranty and liability are damages that cannot be proven to have occurred as a result of poor material, faulty design or poor workmanship, e.g., as a result of natural wear and tear, inadequate maintenance, disregard of operating instructions, excessive strain, unsuitable operating materials, chemical or electrolytic influences, construction or assembly work not carried out by the Supplier, as well as other reasons for which the Supplier is not responsible.

13.5 Deliveries and services of subcontractors

For deliveries and services of subcontractors specified by the Purchaser, the Supplier shall only assume the warranty within the scope of the warranty obligations of the subcontractors concerned.

13.6 Exclusivity of warranty claims

The Purchaser shall have no rights or claims due to defects in material, design or workmanship or due to the absence of warranted characteristics other than those expressly stated in Clauses 13.1 to 13.5.

If the Purchaser has given notice of a defect and no defect is found for which the Supplier is responsible, the Purchaser shall owe the Supplier remuneration for the work as well as compensation for further expenses and costs.

13.7 Liability for secondary obligations

The Supplier shall only be liable for claims of the Purchaser for inadequate advice and similar items or for breach of any secondary obligations in the event of unlawful intent or gross negligence.

14. Non-performance, poor performance and their consequences

14.1 In all cases of poor performance or non-performance not expressly provided for in these Terms and Conditions, in particular if the Supplier starts the execution of the deliveries and services so late without reason that timely completion is no longer foreseeable, if an execution contrary to the contract attributable to the fault of the Supplier is definitely

foreseeable or if deliveries or services have been executed contrary to the contract through the fault of the Supplier, the Purchaser shall be entitled to set the Supplier a reasonable grace period for the deliveries or services concerned under threat of withdrawal in the event of non-compliance. If this grace period expires unused due to the fault of the Supplier, the Purchaser may withdraw from the contract with regard to the deliveries or services that have been carried out contrary to the contract or whose execution contrary to the contract is definitely foreseeable and reclaim the share of payments already made.

14.2 In such a case, the provisions of Clause 19 shall apply with regard to any claim for damages by the Purchaser and the exclusion of further liability, and the claim for damages shall be limited to 10% of the contract price of the deliveries and services for which the withdrawal is made.

15. Termination of the contract by the Supplier

If unforeseen events significantly change the economic significance or the content of the deliveries or services or have a significant impact on the Supplier's work, as well as in the event of subsequent impossibility of performance, the contract shall be adjusted accordingly. If this is not economically justifiable, the Supplier shall be entitled to terminate the contract or the affected parts of the contract.

If the Supplier wishes to exercise its right to terminate the contract, it must inform the Purchaser immediately after recognizing the implications of the event, even if an extension of the delivery period has initially been agreed. In the event of termination of the contract, the Supplier shall be entitled to compensation for the deliveries and services already provided. Claims for damages by the Purchaser due to such a termination of the contract are excluded.

16. Export control

The Purchaser acknowledges that the deliveries may be subject to the Swiss and/or foreign statutory provisions and regulations on export control and must not be sold, rented out, or transferred in any other manner or used for any purpose other than that agreed upon, without authorization for export or re-export from the responsible authority. The Purchaser undertakes to observe such provisions and regulations. The Purchaser acknowledges that such provisions and regulations may change and that the wording of such provisions and regulations currently valid at any given time shall apply to the contract.

17. Data protection

The Supplier is entitled to process personal data of the Purchaser within the framework of the execution of the contract. In particular, the Purchaser agrees that the Supplier may also disclose such data to third parties in Switzerland and abroad for the purpose of handling and maintaining the business relationship between the parties.

18. Software

If the deliveries and services of the Supplier also include software, the Purchaser shall be granted the non-exclusive right to use the software together with the delivery item, unless otherwise agreed. The Purchaser is not entitled to make copies (except for archiving purposes, for troubleshooting, or to replace faulty data carriers) or to edit the software. In particular, the Purchaser may not disassemble, decompile, decrypt or reverse engineer the software without the prior written consent of the Supplier. In the event of infringement, the Supplier may revoke the right of use. In the case of third-party software, the terms of use of the licensor shall apply, who may assert claims in addition to the Supplier in the event of infringement.

19. Exclusion of further liability of the Supplier

All cases of breach of contract and their legal consequences as well as all claims of the Purchaser, irrespective of the legal grounds on which they are based, are conclusively regulated in these Terms and Conditions. In the event that the Purchaser has claims arising from or in connection with the contract or its improper performance, the total amount of such claims shall be limited to the price paid by the Purchaser. However, all claims for damages, reduction, rescission of the contract or withdrawal from the contract not expressly mentioned are specifically excluded. Under no circumstances shall the Purchaser be entitled to claim compensation for damage that has not occurred to the delivery item itself, such as loss of production, loss of use, loss of orders, recall costs, loss of profit, or other direct or indirect damage. Liability for compensation for third-party claims asserted against the Purchaser for infringement of intellectual property rights is also excluded.

This exclusion of further liability of the Supplier shall not apply to unlawful intent or gross negligence on the part of the Supplier, but shall apply to auxiliary persons.

Otherwise, this exclusion of liability shall not apply insofar as it conflicts with mandatory law.

20. Right of recourse of the Supplier

If persons are injured or third-party property is damaged as a result of actions or omissions by the Purchaser or its auxiliary persons and if a claim is made against the Supplier for this reason, the Supplier shall have a right of recourse against the Purchaser.

21. Assembly

If the Supplier also carries out assembly or provides supervision of assembly, the Agathon General Terms and Conditions of Assembly shall apply.

22. Place of jurisdiction and applicable law

22.1 The place of jurisdiction for the Purchaser and the Supplier is the Supplier's registered office.

However, the Supplier shall be entitled to take legal action against the Purchaser at the Purchaser's registered office.

22.2 The legal relationship is subject to substantive Swiss law.

23. Severability clause

If a certain part of the contract is declared null and void, the remaining parts of the contract shall remain binding for both contracting parties.