

General terms of business

STEBATEC group

V 1.2 / September 2024

Preamble

The general terms of business apply to all business relations with:

- STEBATEC AG / Switzerland and
- STEBATEC GmbH / Germany and
- STEBATEC Trinkwasser AG / Switzerland and
- STEBATEC Züllig AG / Switzerland

The following terms apply - to the exclusion of any other terms - to all supplies and services, present or future (hereinafter for brevity's sake referred to as "supplies") unless agreed otherwise in writing. Customer's terms of business apply only if we have agreed to them in writing.

1. OFFERS

Our offers are subject to change. Contracts only come into effect upon our written order confirmation or delivery. Our employees are not authorised to make verbal collateral agreements or promises that go beyond the content of the written contract or to amend these General Terms and Conditions of Delivery and Service to our disadvantage. The technical data, illustrations, drawings, weights and dimensions included in the offer are only binding if this is confirmed in writing. We reserve the right to make design changes. The customer is responsible for checking the usability of our goods and for independently ensuring that the use of our devices will not cause any local damage. In particular, the customer is responsible for ensuring that the backflow caused by our devices in the sewage system cannot cause any damage.

2. DELIVERY PERIOD

The delivery period shall commence upon dispatch of the order confirmation, but not before clarification of all details of the execution of the order and receipt of the documents and approvals to be provided by the customer and of any agreed down payment. The delivery period shall be deemed to have been met if the goods have been made available at the respective plant or readiness for dispatch has been notified by the expiry of the deadline. Requests for changes by the customer shall extend the delivery period appropriately until we have checked their feasibility and by the period necessary to implement the new specifications in production. In the event of default in delivery, our liability shall be limited to a maximum of 0.5% per full week and a maximum total of 5% of the delayed delivery value of the order if we, our legal representatives or vicarious agents have acted with simple negligence. The right to claim damages in lieu of performance in accordance with Section 11 shall remain unaffected.

3. FORCE MAJEURE

Unforeseen, unavoidable events for which we are not responsible (e.g. in particular force majeure, strikes, lockouts, operational disruptions, difficulties in procuring materials and energy, transport delays, measures taken by authorities and difficulties in procuring

permits, in particular import and export licences, shall extend the delivery period by the duration of the disruption and its effects. This also applies if the obstacles occur at our suppliers or during an existing delay. If the hindrance is not only of a temporary duration, but we are also entitled to withdraw. If, because of the delay, the customer cannot reasonably be expected to accept the delivery, he may withdraw from the contract by written declaration to us. Claims for damages are excluded in the cases mentioned in the preceding paragraph.

4. PARTIAL DELIVERY

We are entitled to make reasonable partial deliveries.

5. SHIPMENT AND PASSING OF RISK

We will select the safest and most cost-effective shipping solution at our discretion. Risk shall pass to the customer as soon as we hand over the goods to the transport company or, if shipping is delayed through no fault of our own, as soon as we have notified the customer that the goods are ready for shipment, even if we have also agreed to provide other services, e.g. to bear the shipping costs or to carry out delivery and installation using our own transport personnel. If shipment is delayed due to circumstances beyond our control, we shall store the goods at the customer's expense; if stored at our respective plant, we shall charge at least 0.5% of the invoice amount of the stored delivery per month. We have the right to withdraw from the contract or to claim damages in lieu of performance after setting a reasonable extension of time and its fruitless expiration. In this case, the customer shall bear the costs and risks resulting from his failure to issue instructions and carry out necessary formalities in due time.

6. PRICES

Prices are ex our respective distribution centre, excluding freight, insurance, customs duties and the applicable rate of value added tax. Reasonable price increases may be applied if the material and labour costs on which the calculation is based have increased significantly since the order was accepted.

7. PAYMENTS

Payments shall be made within 30 days of the invoice date, without any deductions, to our payment office. Payments are deemed to have been made only to the extent that we can freely dispose of them at a bank. We only accept cheques and bills of exchange on account of payment; discount and expenses shall be borne by the customer and are due immediately. In the event of late payment, we shall charge interest from the due date without the need for a reminder at a rate of 8 percentage points above the respective discount rate of the Swiss National Bank, but at least 10%. If justified doubts arise regarding the customer's ability to pay, for example because of protracted payment practices, payment arrears, bill or cheque protests, we may demand security payments or cash payment versus delivery. If the customer does not comply with this demand within a reasonable period, we may withdraw from the unfilled part of the delivery contract. The period can be dispensed with if the customer is unable to provide security, for example if an application has been made to open insolvency proceedings against the customer's assets. The customer may only offset undisputed or legally established counterclaims against our claims.

The customer is not entitled to withhold or reduce payment of due invoice amounts in the event of disputed complaints about the goods.

8. RETENTION OF TITLE

We shall remain the owner of the entire delivery until full payment has been made in accordance with the contract. The customer authorises us to register or notify the reservation of title in accordance with the applicable regulations and undertakes to cooperate in the prescribed formalities. The customer further undertakes to maintain the delivered goods during the period of the reservation of title and to insure them adequately in our favour.

9. RIGHTS TO DOCUMENTS, SECRECY

We shall in any case retain ownership and intellectual property rights to our drawings and other documents. They must not be made accessible to third parties.

10. LIABILITY FOR DEFECTS

Defects in the delivered goods must be reported to us in writing without delay, but no later than 8 days after receipt of the goods, and in the case of hidden defects, immediately upon discovery. If these deadlines are exceeded, all claims and rights arising from the liability for defects shall lapse. The limitation period is 12 months from delivery of the goods. In the case of justified complaints, we will, at our discretion, either repair the goods or supply a replacement. If this is not done within a reasonable period, if the replacement delivery has defects or if the rectification of defects fails, the customer may, after the fruitless expiry of a reasonable grace period, demand a price reduction or – provided the defect is not insignificant – withdraw from the contract and, in accordance with clause 11, claim damages instead of performance. The costs of remedying a defect that arise because the purchased item was taken to a place other than the customer's place of business after delivery will not be covered. The infringement of third-party rights only constitutes a defect if these property rights exist in Switzerland.

11. GENERAL LIABILITY

We do not accept any liability for slight negligence. In all cases, liability is limited to foreseeable damages typical for the contract to the extent permitted by law. We do not accept any liability for improper use, use contrary to the intended purpose or improper use of the delivered goods, or for any other use outside of the reasonably expected use. Liability is also excluded for pure financial losses, indirect consequential losses such as lost profits, unrealised savings, additional expenses and internal costs incurred by the customer, expenses for third parties commissioned without our consent, etc. Except for claims arising from liability for defects, under the Product Liability Act and for loss of life, physical injury or illness, claims for damages shall become time-barred one year after the customer has become aware of the damage and its liability for damages or could have become aware of it without gross negligence.

If the customer cancels the order without cause or fails to fulfil his part of the contract, we may demand 25% of the order amount as compensation. Both parties reserve the right to claim demonstrably higher damages.

12. TRANSPORT PACKAGING AND OLD EQUIPMENT

We will take these back at the customer's expense, unless the customer waives the right to take them back. Transport packaging and old devices must be returned clean, free of foreign matter and sorted by type. Otherwise, the customer shall bear the additional costs incurred.

13. PLACE OF PERFORMANCE, GOVERNING LAW, LEGAL VENUE

The place of fulfilment for all services arising from the delivery contracts is our respective distribution centre; for payment, it is our place of business.

Swiss law applies exclusively to all business relationships with STEBATEC AG, STEBATEC Trinkwasser AG and STEBATEC Züllig AG, while German law applies to business relationships with STEBATEC GmbH. The UN Convention on Contracts for the International Sale of Goods (CISG) and international conflict of laws are excluded.

The exclusive place of jurisdiction for all disputes arising from the underlying contracts with STEBATEC AG, STEBATEC Trinkwasser AG and STEBATEC Züllig AG is Bern; for contracts with STEBATEC GmbH, the exclusive place of jurisdiction is the District Court of Stuttgart. However, we are also entitled to take legal action at the customer's place of business.

Should individual provisions of these terms and conditions of delivery be invalid in whole or in part, the remaining provisions shall remain valid.