

General Terms and Conditions

KAWE AG – Sales

1. Scope of Application

- 1.2. These General Terms and Conditions of Sale and Delivery (GTC) form an integral part of all contracts concluded by KAWE AG with customers for the sale and delivery of products or work and the provision of services.
- 1.3. Any provisions that deviate from these GTC – regardless of whether they are listed in the customer's terms and conditions or included in contract documents – shall only be binding if they have been expressly and in writing acknowledged by a duly authorized representative of KAWE AG.

2. Offers and Offer Documents

- 2.2. All offers, price lists, product descriptions, brochures, plans, and similar documents issued by KAWE AG are non-binding. Information in technical documents is only binding insofar as it is expressly warranted.
- 2.3. KAWE AG retains all rights to plans and technical documents handed over by it. These remain our property and may not be made accessible to third parties, in particular competitors, without our written consent. In case of violation, all legal remedies under copyright law as well as claims for damages are reserved.

3. Conclusion of Contract

- 3.2. The contract is concluded only upon our written order confirmation or upon issuance of the invoice by KAWE AG.
- 3.3. The customer is obliged to immediately check the order confirmation or invoice received. Any deviations from the customer's order in the order confirmation or invoice sent by KAWE AG shall become part of the contract unless the customer objects in writing within five working days of receipt. This is without prejudice to the correction of obvious clerical or calculation errors.
- 3.4. Agreements and legally relevant declarations between KAWE AG and its customers must be made in writing. E-mail communication is considered equivalent to the written form.

4. Prices and Price Adjustments

- 4.2. Unless otherwise agreed, prices are net ex works, excluding Swiss VAT and any non-Swiss equivalent of sales tax, and refer to the contractual scope of delivery. Unless specifically mentioned in the scope of delivery, all ancillary costs, in particular costs for packaging, shipping, customs clearance, insurance, bank charges, VAT, etc., shall be borne by the purchaser.

- 4.3. For long-term orders (> 6 months), we reserve the right to link the prices to an index in order to compensate for fluctuations in prices for material, currencies, or other import/export costs. If procurement costs increase by more than 5%, KAWE AG is entitled to pass on the corresponding additional costs to the customer.

- 4.4. KAWE AG provides troubleshooting services, insofar as contractually agreed, at the contractually agreed hourly rate. Travel time to and from the site is also charged at the hourly rate. For hours worked outside normal working hours, the customer owes the following overtime surcharges:

4.4.1. Monday to Friday 17:00 – 20:00: 25%

4.4.2. Monday to Friday 20:00 – 08:00: 50%

4.4.3. Saturday: 50%

4.4.4. Sundays and public holidays recognized at the place of deployment: 100%

5. Payment

- 5.2. Invoices are to be paid in full within 30 days of the invoice date, unless otherwise stated.
- 5.3. For major projects in the field of special machinery construction or industrial plants, the customer shall pay 30% of the purchase price within 15 days of issuance of the order confirmation, 60% before delivery, and 10% after successful commissioning at the customer's premises.
- 5.4. Payments may not be withheld, offset, or reduced due to complaints or counterclaims of the customer (no right of set-off).
- 5.5. Payment deadlines must be observed even if transport, delivery, assembly, or acceptance of the deliveries or the provision of the service is delayed or made impossible for reasons outside the responsibility of KAWE AG.
- 5.6. After expiry of the payment period, the customer shall be in default with regard to the unpaid invoice amount without further reminder and shall owe default interest of 7% (seven percent). For each reminder, KAWE AG will charge the customer a reminder fee of CHF 35.00.

6. Scope of Delivery and Service

- 6.2. The deliveries and services of KAWE AG are conclusively listed in the order confirmation including any appendices thereto, in KAWE AG's offer, or in the written contract signed by KAWE AG.
- 6.3. Services may in particular include fault finding, troubleshooting, analysis and monitoring of product installation, or regular inspection of delivered products. Such services are not included in the purchase price and will be invoiced additionally, separately, and in accordance with the conditions valid at the time the order is placed. The service does not have to be provided physically on site but can be provided partially or entirely online from another location. The agreed remuneration remains unaffected.
- 6.4. If the customer has not yet settled a due debt to KAWE AG at the time of a new order, KAWE AG may suspend execution of the order until all debts have been settled.
- 6.5. Cancellation of orders is only possible with the written consent of KAWE AG. Costs already incurred at the time of cancellation and price increases due to order reductions shall be borne by the customer. KAWE AG may additionally claim lost profit. In addition, the customer shall pay a flat-rate processing fee of CHF 1,500 for cancellation.

7. Delivery Deadline and Further Delivery Conditions

- 7.2. The delivery period only begins once all qualitative, quantitative, and technical details of an order have been definitively clarified. Any change to the order and any refusal to accept a delivery or partial delivery shall interrupt the existing delivery period for all orders of the same customer and – after amicable resolution of the reason for interruption – trigger the start of a new delivery period.
- 7.3. KAWE AG endeavors to meet the delivery deadlines stated in the order confirmation or invoice but does not guarantee them. An overrun of the delivery deadline by 30 days shall not be deemed a delay.
- 7.4. If KAWE AG is unable to meet a delivery deadline due to circumstances outside its responsibility (e.g., supply chain problems, bad weather, production interruptions, force majeure, mobilization, war, riot, raw material shortages, operational disruptions, manufacturing rejects, strikes, transport delays), KAWE AG shall not be liable. In such cases, the customer has no claims against KAWE AG due to non-delivery or delayed delivery. In particular, the customer has no claim for damages or termination of the contract due to delayed delivery or non-delivery of ordered goods.

- 7.5. If KAWE AG wishes to invoke force majeure, it shall inform the customer separately. Unless the customer objects within 14 days, the occurrence of a force majeure event shall be deemed acknowledged by the customer. If the force majeure circumstance (caused by a single event or an uninterrupted chain of several events) lasts longer than six months, KAWE AG is entitled to withdraw from the contract. Partial payments already made by the customer will not be refunded. If KAWE AG withdraws from the contract, the customer has the right, within 30 days, to collect the (partial) products already manufactured by KAWE AG against full payment of the pro-rata purchase price at KAWE AG's premises; after 30 days, these (partial) products shall become or remain the property of KAWE AG without compensation.

8. Delivery / Acceptance

- 8.2. Every order is processed in accordance with the ISO 9001 quality assurance system and treated accordingly upon delivery. Upon agreement, acceptance takes place at our factory. Test plans, acceptance protocols, etc., are prepared and supplied in accordance with the contractual agreements.
- 8.3. The tools, workpieces, and fixtures required for acceptance – unless specified in the order confirmation – must be provided free of charge by the purchaser.
- 8.4. If the customer is not present at acceptance, the test report will be sent to him together with the shipment of the system.
- 8.5. The delivery shall be deemed accepted upon commissioning.
- 8.6. Upon acceptance or delivery, the benefits and risks pass to the purchaser. The transfer of benefits and risks occurs independently of the time of transfer of ownership.
- 8.7. If our customer does not accept a contractually compliant delivery, he must nevertheless make the payments agreed for the delivery.
- 8.8. If the delivery is to be made on call and the customer does not call off the delivery or agreed partial delivery within the contractually agreed period, he shall nevertheless remain obliged to make the agreed payment. KAWE AG is entitled to arrange a chargeable delivery on the last day of the deadline.
- 8.9. If the customer refuses to accept a delivery or partial delivery, KAWE AG is entitled, at its own discretion, to store the delivery at the customer's expense in a warehouse or to proceed in accordance with Art. 107 of the Swiss Code of Obligations (OR) or Art. 93 OR.
- 8.10. KAWE AG is entitled to make partial deliveries and partial services. KAWE AG is also entitled to execute deliveries or partial deliveries before the delivery date.

9. Intellectual Property

- 9.2. Plans, drawings, and offers remain the intellectual property of KAWE AG and may not be copied or used for the self-manufacture of the relevant items. If a customer purchases a machine developed and/or built by us, the customer acquires only the right to use the machine for the purpose accepted in the order confirmation. Any right beyond this right of use, in particular the reproduction of the machine and the manufacture of copies, is expressly prohibited. If the customer purchases an engineering service from us, all (intellectual property) rights in connection with the engineering service shall in principle remain with KAWE AG. In any case, however, the customer grants us a free, temporally unlimited right of use (license) to any intellectual property rights in connection with our engineering service.
- 9.3. For each case of violation of the above obligations pursuant to Clause 9.1, a contractual penalty of CHF 100,000 shall be payable. The assertion of further damages remains reserved for KAWE AG. KAWE AG may demand the contractual penalty in any case, irrespective of whether we also take legal action under criminal law, the Federal Act against Unfair Competition, intellectual property law, or civil law against a breaching customer.

10. Confidentiality

The customer undertakes to take all necessary measures to keep confidential information that becomes known to him and/or third parties in connection with the business relationship with KAWE AG secret for an unlimited period. Confidential information is deemed to be all information that is not generally known and in respect of which KAWE AG may have a legitimate interest in confidentiality.

11. Retention of Title

- 11.2. KAWE AG retains ownership of the delivery until it has been paid for in full by the customer. KAWE AG is entitled at any time to have the retention of title entered in the relevant register by unilateral declaration to the competent authorities. The customer must cooperate in such registration upon request.
- 11.3. Until full payment of the delivery, the customer is obliged to treat the delivery with care; in particular, he is obliged to insure it at his own expense against fire, water, and theft at replacement value. If maintenance and inspection work is required, the customer must arrange for it to be carried out promptly and professionally at his own expense.

12. Warranty

- 12.2. The warranty period covers only KAWE AG's scope of performance and ends after 12 months. Wear parts are excluded from the warranty.
- 12.3. After assertion of defects, KAWE AG may, at its option, examine the deliveries on site or require that the delivery be returned for examination. KAWE AG determines whether a defect exists within the scope of the inspection. The unchanged deliveries must be kept until the alleged defectiveness has been clarified.
- 12.4. If a defect exists, KAWE AG may, at its discretion, either remedy the defect free of charge or replace the defective delivery in whole or in part. The customer expressly has no right of rescission and/or reduction. The customer's right to have the defect remedied by a third party is also excluded. If the remedy of the defect fails, KAWE AG shall again have the right to remedy the defect within a reasonable period by repair or replacement delivery. The warranty period for replaced parts does not start anew.
- 12.5. For warranty work outside KAWE AG's premises, travel time and travel expenses shall be borne by the customer; labor and material costs shall be borne by KAWE AG.
- 12.6. The warranty shall lapse if the customer or a third party makes improper interventions, modifications, or repairs, if the customer fails to have the prescribed service or maintenance work carried out, in the event of disregard of operating instructions by the customer, excessive stress, improper damage mitigation measures, use of unsuitable operating resources, assembly work not carried out by KAWE AG, or non-compliance by the customer with the obligation to give notice of defects.
- 12.7. KAWE AG shall not be liable for production downtime or lost profit, indirect and consequential damages, consequential losses (i.e., damages that do not occur to the delivery itself), financial losses, unrealized savings, and all damages or defects resulting from normal wear and tear, inadequate maintenance, improper use, improper storage, excessive stress, or other reasons for which KAWE AG is not responsible. KAWE AG shall not be liable for slight negligence or the actions of auxiliary personnel.

13. Obligations of the Customer

- 13.2. The customer is obliged to carry out all preparatory and support actions necessary for the delivery and execution of the service. If the customer fails to fulfill his preparatory and support obligations, KAWE AG and any auxiliary personnel commissioned by it shall be entitled to suspend work, in which case the customer shall be liable to pay compensation for the additional expenditure incurred.
- 13.3. The customer is obliged to follow all instructions, assembly, and processing instructions of KAWE AG and/or its auxiliary personnel.

14. Limitation of Liability

- 14.2. All cases of breach of contract and their legal consequences as well as all claims of the customer, irrespective of the legal grounds on which they are asserted, are conclusively regulated in these terms and conditions.
- 14.3. In the event that claims of the customer arise from or in connection with the contract or its improper fulfillment, the total amount of these claims is limited to the price paid by the purchaser. However, KAWE AG shall in particular not be liable (neither for deliveries nor for services) for slight negligence, indirect and consequential damages, consequential losses (i.e., damages that do not occur to the delivery itself), financial losses, lost profit, unrealized savings, damages due to delayed delivery, and all damages arising from the actions of auxiliary personnel of KAWE AG or actions of third parties. Liability is also excluded for faulty connections, in particular weld seams, threaded sleeves, press connectors, connecting sleeves, etc.
- 14.4. Liability for the compensation of third-party claims asserted against the customer due to infringement of intellectual property rights is also excluded.

15. Assignment

KAWE AG is entitled to assign its rights and obligations under the contract in whole or in part to third parties. The contract remains binding for the legal successor and the assignee. The customer remains liable to KAWE AG for his obligations in any case.

16. Place of Performance

The place of performance is 5417 Untersiggenthal.

17. Waiver of Rights

If KAWE AG does not exercise one of its rights, this does not constitute a waiver of that right.

18. Severability Clause

Should individual provisions of these General Terms and Conditions be wholly or partially invalid or unenforceable or become so, or should they contain a gap, the validity of the remaining provisions shall not be affected. In place of the invalid or unenforceable provision or to fill the gap, such valid and enforceable provision that comes closest in legal and economic terms to the invalid or missing provision shall be deemed agreed. The remaining provisions shall remain unaffected.

19. Language

If contract documents are signed in several languages and one of these languages is German, the German version shall be binding.

20. Choice of Law and Place of Jurisdiction

- 20.2. All legal relationships are subject exclusively to Swiss law, excluding conflict of laws rules (Federal Act on Private International Law) and the UN Convention on Contracts for the International Sale of Goods (CISG, Vienna Convention).
- 20.3. The ordinary court at the place where KAWE AG has its registered office at the time the action is filed shall have exclusive jurisdiction for the settlement of disputes.

Status as of May 13, 2026