

# General Terms and Conditions concerning the Sale of Working Platforms

## 1. General provisions

The following terms and conditions apply to all deliveries and work performed by the supplier based on a purchase agreement or contract for work and services. Any deviations therefrom shall only be valid if they have been agreed by the contracting parties in writing.

## 2. Quote

### a) Technical principles

The technical principles of the quote shall be binding upon the supplier. The right to make amendments is expressly reserved. All documents shall remain the property of the supplier. They shall neither be copied or duplicated, nor made accessible to third parties or used for self-production of the items concerned. They are to be returned to the supplier upon request.

### b) Prior sale under proviso

The supplier shall remain free until the contract is concluded in a legally valid manner in the sense that it can sell on any items offered for sale to a third party at any time.

### c) Building measures

Any building measures connected with the installation of the items to be delivered (determining the site of operation of the machine, determining the condition of the soil, obtaining the official approvals, creating foundations, providing water, providing a proper access road, supplying operating resources (e.g. fuel, compressed air, etc.) as well as undertaking further building works are the buyer's responsibility and shall not form the subject of the quote.

### d) Use

Operating and maintenance regulations of the manufacturer and/or the supplier as well as instructions regarding proper use and admissible load are to be strictly complied with, otherwise any claim to warranty services shall lapse. This shall likewise apply when using spare parts that are not originals.

## 3. Concluding the contract

Purchase and manufacturer contracts shall only be binding upon the parties once they have been mutually signed. The supplier shall only be bound to contracts which are concluded through a commercial agent if it has not declared its withdrawal in writing within 10 business days of concluding the contract.

Within the scope of processing and using personal and company data that is necessary for concluding or fulfilling a contract, the supplier may exchange data with or hand data over to authorities or companies which provide creditworthiness information or are involved in collecting debts, as long as the latter is done in order to check the creditworthiness or to assert claims. We undertake to comply with the requirements of the Swiss Data Privacy Act when handling your personal data.

## 4. Prices

a) The prices are understood to be ex warehouse of the supplier.

b) Price increases after the conclusion of the contract shall only be justified with the purchaser's agreement.

c) The processing of orders shall be regulated separately in a purchase agreement (currency, price increase, transport, packaging, insurance, customs duties, taxes and any other duties).

## 5. Delivery

### a) Delivery deadline

The delivery deadline shall commence as laid down in the contract, however at the earliest following receipt of any details and documents to be provided by the buyer, as well as any deposits to be paid. It shall be fixed in accordance with the circumstances existing as at the date of concluding the contract and shall be binding. In the event of unforeseen occurrences beyond the supplier's control - such as in cases of force majeure, difficulties in obtaining materials, business disruptions, etc. - it shall be extended appropriately. It shall, moreover, be suspended as long as the buyer fails to comply with its payment obligations by the deadline.

Any bonus/penalty regulation in regard to changes in delivery dates can be regulated individually in the purchase agreement/contract for work and services.

### b) Transport

The transport costs are to be borne by the buyer. The items shall be shipped at the buyer's risk, even if freight-free delivery has been agreed. The risk shall pass to it once the consignment is made available ex ramp of the supplier to the freight forwarder, carrier or buyer.

Should the buyer establish any damage or defects upon arrival of the consignment, it shall notify the supplier's freight forwarder or carrier and the insurance company without delay and, where necessary in order to secure the evidence, a log signed by the parties involved is to be drawn up. The number of items is to be checked in accordance with the delivery notes. Should no written notice of defects be received by the supplier within eight business days, the consignment shall be deemed to have been approved.

Complaints at a later date will only be accepted if the defects could not be discerned on the delivery date, in spite of conducting a proper check and the buyer complains in writing within a week of discovering the defect.

- c) Storage  
Should it not be possible to deliver the goods ordered on time following completion and notification of readiness for shipping, without any fault on the part of the supplier, they will be stored at either the supplier's premises or on the premises of a third party on account of and at the risk of the buyer.
- d) Assembly and dismantling  
The supplier shall undertake the assembly or dismantling of the items supplied only if it is explicitly agreed. In other cases, it shall provide the buyer with service technicians in return for charging for the travelling time, hours worked and any waiting time as well as the travelling expenses and any costs of overnight stay upon request, in accordance with the respective applicable rates of the supplier.  
Should the service technicians not be able to commence or continue with the work without fault on their part or fault on the supplier's part, any additional costs incurred shall be at the buyer's expense, even if a flat-rate amount has been agreed for the assembly and dismantling work. The buyer shall also provide the necessary assistants and assembly devices (e.g. cranes), in accordance with any agreements and in good time. Should the buyer be obliged to provide the supplier with service technicians or assistants, their wages, social security contributions, insurance premiums and expenses are to be borne by the buyer.  
The times specified by the supplier in connection with any assembly and dismantling to be undertaken by it shall be binding. Unforeseen circumstances (e.g. hindrances, cases of force majeure, bad weather, non-compliant site preparation, etc.) may result in the extension of the deadline. Non-compliance with the assembly and dismantling times in consequence of the above-mentioned reasons shall not entitle the buyer to withdraw the order or claim compensation for damage.
6. Terms of payment  
Unless any arrangements to the contrary have been made, the following terms of payment shall apply:
- a) Deliveries of spare parts, repairs, 10 days after invoicing, without any deductions.
- b) For purchase agreements and contracts for work and services  
1/3 upon the contract being concluded  
2/3 prior to handing the machine over and commissioning it or providing instructions in regard to it  
The payments shall always be made free of charge and are also payable if any subsequent work is to be performed to the items supplied or parts are to be replaced, or if the goods cannot be delivered by the deadline for reasons attributable to the buyer.
7. Default of the buyer  
Any claims which are not paid as agreed shall automatically be due for payment and arrears interest, which is normally 1% above the usual current account interest of the banks and shall be invoiced as from the due date without prior notice.  
Should any partial payments agreed not be made at the latest by 30 days after they become due for payment, the entire residual amount shall automatically be due.  
In case of wrong deliveries or major defects for reasons attributable to the supplier that do not permit the entry into service, the buyer shall be entitled to request extensions of the due dates for payment.  
In the event of arrears of payment, the supplier explicitly reserves the right to withdraw from the contract and to request the return of the items delivered.  
In the case of part-payment and hire purchase transactions, the supplier shall be entitled to claim the rest of the purchase price as a one-off payment or to withdraw from the contract. The supplier may even withdraw from the contract and demand the items supplied back if the purchaser falls into arrears with the last instalment payment.
- a) In case that the supplier withdraws from the contract, the buyer shall - besides being obliged to return the items already delivered without delay - performance following obligations:
- Payment of a rent of 5% of the agreed purchase price for each full month or month commenced as from delivery until the return of the items delivered;
  - Payment of damages for any extraordinary wear and tear and for any damage to the items delivered;
  - Payment for the dismantling, transport and insurance costs for the return of the items delivered and any further associated expenses. The buyer shall also owe such payments if he is not at fault.
- b) Should the damage suffered by the supplier exceed the payments laid down under a), the buyer shall be required to compensate the supplier for the extra amount unless he can show that he is not at fault.
- c) The above provisions shall apply by analogy to any other case of non-fulfilment of the contract by the buyer, e.g. not accepting ordered items.
8. Title retention  
The delivered items remain in supplier's ownership until the entire payment of the agreed price along with any additional costs and interests. The items shall neither be pledged nor sold until this date, nor be rented out without first informing the supplier; the liability shall, however, remain with the contractual partner. The supplier is authorised to register the retention of title at the buyer's place of residence in the title retention register.  
The buyer shall, moreover, be obliged to inform the supplier without delay if it changes its business location or registered office.
9. Insurance  
The buyer shall take out all relevant types of insurance for the items not paid or not paid for in full, such as theft, fire, explosion, natural hazard, transport and assembly insurance or against mechanical breakdown with effect as from the passing of risk.  
Should the buyer not furnish proof that such insurance has been taken out, the supplier shall be entitled to conclude the latter itself at the buyer's expense. The buyer shall be required to notify the supplier of any claim immediately.  
The provision of equivalent collateral may be agreed between the buyer and the supplier.
10. Warranties and liability
- a) Scope  
The supplier shall provide a warranty for either 12 months or 1000 operating hours, depending on which occurs first, for

correct construction, quality of the materials used in line with the purpose and proper implementation. Should the delivered items change owner prior to the expiry of the regular warranty period, the warranty shall end as at the date of the transfer of ownership.

The supplier refuses to provide any warranty or liability in the following cases:

- For used items or parts thereof;
- for materials not supplied by it;
- for any assembly and dismantling work not carried out by it as well as for items to which alterations or repairs have been made without its consent;
- in the event of any changes made by the buyer, in particular additional installations to the item, without the supplier's prior consent;
- for damage of any kind that is attributable to normal wear and tear, incorrect or violent handling, excessive use, inadequate foundations, inappropriate operation and maintenance, freezing, the use of unsuitable materials and lubricants, accidents or damage caused by force majeure, etc.;
- for trade goods or materials from sub-contractors, such as electrical equipment, tyres, etc. (in this case the supplier shall only be liable under the warranty provisions of the relevant manufacturer);
- for any other claims extending beyond the warranty obligation described. In particular, any further guarantee claims (e.g. change and reduce) and any further liability of the supplier for direct or indirect losses caused to the buyer (such as based on the unusability of the contractual item and pursuing the buyer due to third party damage, associated with the delivery and operation of the contractual item) are expressly excluded. The claim for damages remain reserved if they are caused by the supplier that can be proven to be guilty of intentional or grossly negligence;
- for the costs of transport for transporting machinery back and forth to the workshop, which are also to be borne by the buyer during the warranty period.

b) Regress

Should a claim be made against the supplier by a third party based on a damaging event, and should joint and several liability exist, the supplier can make regress against the buyer for any expenses provided that the supplier is not guilty of gross negligence.

c) Warranty services

The defects to be borne by the supplier based on this warranty will be remedied as rapidly as possible, and the corresponding parts replaced.

Any inspections by service technicians of the supplier required by the buyer in addition do not fall within the scope of the warranty services, but shall be invoiced.

11. Applicable law

The contracts concluded shall be subject to Swiss law.

12. Severability clause

The invalidity of any individual provisions of these General Terms and Conditions shall not affect the validity of the remaining provisions. The ineffective provision will be replaced by a new provision which comes as close as possible to the economic purpose of the invalid provision.

13. Place of fulfilment and place of jurisdiction

For any obligations arising from this agreement, the location of the supplier's registered office shall be deemed the place of fulfilment. The place of jurisdiction for assessing any disputes arising from this agreement shall be the supplier's registered office.