

1. General information

1.1. These General Terms and Conditions of Delivery apply to all deliveries and services of CALIQUA AG and its subsidiaries (hereinafter referred to as the "Supplier") insofar as they are enclosed with the offer or in the Supplier's order confirmation or otherwise declared to be applicable. Any terms and conditions of the customer to the contrary are only valid if they have been expressly declared to be applicable by the Supplier in writing.

1.2. Additional terms and conditions attached to the offer or order confirmation by the Supplier take precedence over these General Terms and Conditions of Delivery in the event of any contradictions.

1.3. The contract is concluded with the written confirmation of the Supplier that it accepts the order (order confirmation).

2. Offer and basis of offer

2.1. The offer and project were prepared on the basis of the information provided by the customer.

2.2. If the information provided or the documents made available by the customer do not correspond to the actual circumstances or if the Supplier was not informed of circumstances that would have required different or additional material, a different design or a different method of performance, the corresponding (additional) costs (e.g. those for implementing any necessary changes) are borne by the customer.

2.3. The offer or order confirmation of the Supplier, including any accompanying documents, contain an exhaustive list of the Supplier's deliveries and services.

2.4. Brochures and catalogues are not binding unless agreed otherwise. Information in technical documents of the Supplier is only binding if expressly guaranteed. Guaranteed services (performance values etc.) must be expressly specified as such.

2.5. The Supplier reserves all rights to the documents provided to the customer or its representatives (in particular to plans, technical drawings, etc.). The customer acknowledges these rights and shall not make the documents available to third parties, either in whole or in part, without the prior written consent of the Supplier and shall not use the documents for purposes other than those for which they were provided to the customer. In particular, Art. 5 and Art. 23 *Bundesgesetz gegen den unlauteren Wettbewerb* (Swiss Federal Act on Unfair Competition) of 19/12/1986 apply. If the offer is not accepted, all documents must be returned to the Supplier.

3. Regulations and circumstances at the point of destination

3.1. Before placing the order, the customer shall draw the Supplier's attention to the regulations and standards that apply to the performance of the deliveries and services, the operation of the deliverables and the prevention of illness and accidents.

3.2. The customer shall provide the Supplier with changing rooms and sanitary facilities free of charge.

3.3. The customer shall provide the facilities and instructions required for safety reasons at the place of performance. The legal provisions applicable at the place of performance as well

as the directives and recommendations of government and private accident prevention institutions shall apply.

3.4. With regard to minimum wages, working conditions, sanctions, etc., the mandatory applicable legal provisions at the place of work performance shall apply.

4. Prices

4.1. All prices are exclusive of VAT and other duties, taxes and ancillary costs such as for freight, return of packaging, insurance, permits, certifications, etc.

4.2. The Supplier's prices are calculated based on the wages, material prices and exchange rates at the time of quotation. The Supplier reserves the right to adjust prices due to wage increases, material price increases or exchange rate fluctuations. Unless otherwise agreed, any general wage increases that occur during performance as well as general increases in material prices are borne by the customer; any increases in value added tax or other taxes and fees are likewise to be borne by the customer.

4.3. The prices are subject to the condition that the work can be carried out and completed without interruption during the usual working hours at the place of performance and that the system can then be put into operation without delay. If the customer orders overtime work to be performed or is responsible for any overtime, the customer shall pay for the extra costs associated with such overtime. Work and services not agreed in advance, in particular changes requested by the customer or other additional work, are billed at cost and the associated materials are charged at the usual industry prices.

4.4. Additional services that are required due to incorrect or missing information in the documents provided are to be additionally paid to the Supplier in proportion to the work performed.

4.5. In addition, prices will be adjusted in the event of changes to the contract dates for which the Supplier is not responsible, in the event of changes to orders, in the event of the customer's non-compliance with further contractual obligations and commitments, and in the event of changes to laws and regulations that apply to the contract.

5. Payment terms

5.1. Subject to express agreements to the contrary, payments must be made, without any deduction, as follows:

- 30% of the contract price upon conclusion of the contract
- 30% at the start of installation
- 30% at the end of installation
- 10% on acceptance

In the case of work at cost, invoices are issued on the basis of work reports.

5.2. All invoices are payable within 30 days of the invoice date. The payment date stated on the invoice is the expiry date.

5.3. If the customer is in arrears with a payment for any reason whatsoever or if, due to any circumstance, the Supplier seriously suspects that it will not receive the customer's payments in full or on time, the Supplier is entitled, without limiting its statutory rights, to immediately suspend further performance of the contractual work and to demand a guarantee from the customer. If the Supplier does not receive sufficient guarantee

within the stipulated period, it is entitled to withdraw from the contract and to claim damages.

5.4. In the event of the customer's non-compliance with the agreed payment dates, interest on arrears of 8% is due without the need for a reminder. The right to compensation for further damage is reserved.

5.5. The right of the customer to retain payments or to offset them against counterclaims is excluded.

6. Dates

6.1. Unless otherwise agreed, delivery periods commence with the conclusion of the contract.

6.2. If an agreed deadline is not met, the Supplier will be in delay after a written reminder has been sent by the customer. The agreed dates for the performance of the services are subject to the conditions that:

6.2.1. the status of the construction work or work on site allows for the work to start on time and to then proceed without interruption;

6.2.2. no unforeseen obstacles occur in accordance with clause 13;

6.2.3. no defective or missing deliveries from third parties hinder the performance of the service;

6.2.4. the customer provides the documents necessary for the performance of the contract (e.g. plans) in good time, fully completed and with the correct information;

6.2.5. the services of the customer are provided on time and in accordance with the contract;

6.2.6. the work on site to be carried out by the customer is not behind schedule;

6.2.7. any official permits required are granted in good time;

6.2.8. the required payment guarantees are available and the customer complies with the payment deadlines.

6.3. The Supplier may fall short of the contractual deadlines and may make partial deliveries.

7. Transfer of benefit and risk

7.1. Unless otherwise agreed, benefit and risk pass to the customer upon unloading at the place of delivery.

8. Services of the Customer

8.1. The customer is obligated to cooperate with the Supplier in the performance of the service. In particular, it shall grant the Supplier the necessary access and pay for all deliveries, work and services that are not expressly listed in the offer as being provided by the Supplier, such as:

8.1.1. insurance, safekeeping of materials and tools;

8.1.2. official permits, fees;

8.1.3. submission of applications and plans to the fire safety office, with the necessary technical documents being provided by the Supplier, obtaining any other official permits, payment of the necessary fees;

8.1.4. scaffolding, lifting equipment;

8.1.5. erection of scaffolding as well as the free rental of lifting equipment and timber or of any available construction crane, lifts or hoists for the transport of heavy items, etc., including assistance;

8.1.6. general construction work and paintwork;

8.1.7. insulation, cladding, trimming;

8.1.8. ventilation of boiler houses and control centres;

8.1.9. electrical installations, supplies and outlets;

8.1.10. energy and media.

8.2. The customer shall take all necessary measures and make all necessary checks to protect the building, its facilities and inventory, etc. from any damage in connection with the installation work (supply of boards, covering material, etc. to protect stairs, floors, windows, etc.); in particular, it is the responsibility of the customer to take the necessary safety measures on its part to prevent damage when carrying out welding work (e.g. informing the Supplier about rooms, objects and materials, etc. at risk of fire, removing or covering flammable material, providing fire extinguishers, assigning a night watchman service if necessary).

9. Inspections and acceptances of the deliveries and services

9.1. If no formal inspections and no acceptance have been agreed, the customer shall inspect the deliveries and services within 30 days from the date of delivery or performance of services and immediately notify the Supplier of any defects in writing. If the customer fails to do so, the deliveries and services are deemed to be accepted and approved. However, the Supplier is only liable for defects that were not detectable at the time of inspection/acceptance within the scope of the warranty pursuant to clause 11 if such defects are notified immediately after being discovered.

9.2. If formal inspections and acceptance have been agreed, the following applies unless another agreement is made to the contrary: After installation is completed, a final installation inspection is carried out and the completeness of the delivery is checked. After being put into operation and a trial run, the delivery is accepted.

9.3. The following provisions apply to all inspections and acceptances: a record of the inspection/acceptance must be drawn up and countersigned; if significant defects are detected, acceptance is to be postponed and a reasonable time period agreed for remedying the defects; after any defects have been remedied, inspection/acceptance is performed again; in the case of minor defects, in particular those that do not significantly impair functionality, inspection/acceptance is to be performed regardless of the defects; the Supplier shall remedy the defects without delay.

9.4. Inspection/acceptance is also deemed to have been carried out if it cannot be carried out on the scheduled date for reasons for which the Supplier is not responsible, if the customer or its representative is not present, if the customer refuses to carry out the inspection/acceptance without having a right to do so, if the customer refuses to sign a record that reflects the facts or as soon as the customer commissions or uses the delivery or service of the Supplier or these are used by third parties.

10. Retention of title

10.1. The Supplier retains ownership of the deliverables until receipt of all payments in connection with the contract, including all ancillary claims, in particular interest on arrears. The Supplier is entitled to register the retention of title with an appropriate office insofar as this is possible.

The customer reserves the right to reject invoices that do not comply with these requirements and in doing so is not in default of payment.

10.2. Retention of title does not prevent the Supplier from withdrawing from the contract in the event of default in payment in accordance with clause 5.3.

11. Warranty, liability for defects

11.1. The warranty period is two years (one year for equipment and installations, such as motors, refrigerating machines, pumps, fans, electrical apparatus and control devices, oil firing systems and the associated work; six months for day and night operation) from the date of acceptance in accordance with clause 9. After expiry of these warranty periods, all claims of the customer are excluded and any liability of the Supplier is void.

11.2. If software services, in particular those in the field of measurement and control technology, are included in the contract, a warranty and limitation period of six months applies to these software services. Third-party software is exclusively subject to the warranty and licensing terms of the third party.

11.3. In the case of replacement or repaired parts, the warranty period begins again and ends in any case six months after the expiry of the initial warranty period.

11.4. The warranty expires prematurely if the customer or third parties carry out improper modifications or repairs, or if a defect has occurred and the customer does not immediately take all appropriate measures to mitigate the damage and give the Supplier the opportunity to remedy the defect.

11.5. The Supplier undertakes, at the written request of the customer, to, at its option, repair or replace within a reasonable period all deliveries that demonstrably become defective or unusable prior to the expiry of the warranty period as a result of poor material, faulty design or defective workmanship. The replaced parts become the property of the Supplier, unless it expressly waives this right. If warranted features are not or are only partially fulfilled, the customer shall first be entitled to rectification by the Supplier. Notice in accordance with clause 11.1. is always required. Warranted features of the deliveries or services are only those that have been expressly designated as warranted features in the order confirmation or in the agreed specifications. If features are warranted by the Supplier, the warranty applies at the longest until the expiry of the warranty period. If an acceptance inspection has been agreed, the warranty is deemed to have been fulfilled if proof of the relevant features is provided in this inspection.

11.6. If the rectification of defects is not successful or only partially successful, the customer is entitled to an appropriate reduction of the price. If the defect is so significant that the deliveries or services are not usable or are usable only to a considerably reduced extent for the declared purpose and the Supplier has not been successful in attempting to remedy the defect, the customer is entitled to refuse acceptance of the defective part of the deliveries or services.

11.7. Wear parts and all defects and damage that cannot be proven to have arisen as a result of poor material, faulty design

or defective workmanship of the deliveries or services are excluded from the Supplier's warranty and liability. For example, damage due to natural wear and tear, inadequate maintenance, non-compliance with operating instructions, excessive stress, unsuitable operating materials, chemical or electrolytic effects, performance of construction or assembly work not carried out by the Supplier and other reasons for which the Supplier is not responsible are excluded.

11.8. Furthermore, the Supplier does not assume any warranty or liability for frost and/or fire damage or damage caused by unsuitable fuels or operating materials, overloading, lack of water, cavitation or corrosion, acids, alkalis, gases, air, water containing salt or oxygen or by other chemical or electrical influences.

11.9. For deliveries and services of subcontractors, the warranty is limited to the scope that these subcontractors have granted to the Supplier and can fulfil.

11.10. The customer has no rights or claims due to defects in material, design or workmanship or due to the absence or non-fulfilment of warranted features or other possible warranties other than those expressly set out in clause 11.

11.11. The Supplier is only liable for claims of the customer based on defective advice or similar or based on a breach of any ancillary obligations in the event of unlawful intent or gross negligence.

12. Software usage

12.1. Insofar as software is included in the scope of delivery, the customer is granted a non-exclusive right to use the delivered software including its documentation. The software is provided for use on the deliverables intended for this purpose. Use of the software on more than one system is prohibited.

12.2. The customer may only reproduce, revise, translate or convert the software from the object code into the source code to the extent permitted by law. The customer undertakes not to remove manufacturer's details, in particular copyright notices, or to change them without the Supplier's prior written consent.

12.3. All other rights to the software and the documentation, including its copies, remain with the Supplier or the software supplier. The granting of sub-licences is not permitted.

13. Force majeure

The Supplier will not be liable for any impacts on the contractual services (in particular delays and additional costs) that occur from the time of the offer due to unforeseen obstacles that the Supplier cannot prevent despite exercising due diligence, irrespective of whether they occur at the premises of the Supplier, of the customer or of a third party. Such events include, for example, the COVID-19 pandemic, including new epidemic or pandemic waves, as well as direct or indirect consequences of a (declared or undeclared) war (in particular in Ukraine), of terrorism or conflict, of a shortage of raw materials and (electrical) components or other materials, as well as rising energy prices, inflation, economic crises or cyberattacks. In particular, the Supplier is not liable for resulting delays in delivery, cost increases and delays of subcontractors. In the cases mentioned above, the customer shall fully indemnify the Supplier:

For all material and/or equipment price increases from the date of the offer and/or for inflation-related costs that exceed the rate of inflation at the effective date of the contract at any time during the term of the contract. The Supplier shall immediately

notify the customer of any impacts and shall take all reasonable measures to prevent or minimise any impact on the performance of the service. The customer shall bear the costs for any acceleration measures that may be necessary and ordered in the event of delays. In the event of an interruption, the Supplier is entitled to an adjustment of the agreed time schedule and reimbursement of the additional costs resulting from the interruption.

14. Exclusion of further liabilities of the Supplier, liability cap

14.1. 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 based, are conclusively regulated in these terms and conditions. In particular, all claims for damages, reduction, cancellation of the contract or withdrawal from the contract not expressly stipulated are excluded. The Supplier's liability for loss of production, loss of use, damage caused by delay, loss of orders, loss of profit and any other indirect or consequential damage is excluded in all cases.

14.2. Furthermore, for orders with an order value of up to CHF 500,000.00, the Supplier is liable for all claims of the customer, irrespective of the legal grounds (including claims for damages and indemnity obligations), up to a maximum of the order value. For orders with an order value of more than CHF 500,000.00, the maximum liability of the Supplier is stated conclusively in the offer or in the order confirmation; if this information is missing, the maximum liability of the supplier is CHF 500,000.00.

14.3. Exclusion of liability and the liability cap do not apply to wilful intent or gross negligence on the part of the Supplier, except insofar as such arises on the side of its vicarious agents. Furthermore, exclusion of liability and the liability cap do not apply insofar as mandatory law to the contrary applies.

15. Data protection

15.1. The customer shall ensure that the applicable data protection and security regulations are complied with. In particular, the customer is obliged to process personal data disclosed to or made accessible to it only to the extent and exclusively for the purposes necessary for the performance of this contract. Furthermore, the customer shall take the necessary technical and organisational measures in order to ensure data protection and data security and shall ensure that employees and third parties comply with the relevant provisions. The customer agrees that the Supplier may process personal data and disclose it to third parties in Switzerland and abroad for the purpose of processing the order and maintaining business relations.

16. Assignment

16.1. The assignment of claims of the customer is excluded and will not be recognised by the Supplier.

17. Place of jurisdiction, applicable law

17.1. The ordinary courts at the place of the Supplier's registered office shall have jurisdiction over any disputes arising from this contract. However, the Supplier is entitled to sue the customer at the place of the customer's registered office or the place of performance.

17.2. The contract is governed by the substantive law applicable at the Supplier's registered office. The UN Convention of 11 April 1980 on the International Sale of Goods (CISG, Vienna Convention) does not apply.

18. Final clause

18.1. All agreements and legally relevant declarations of the Parties must be made in writing in order to be valid. Verbal agreements abrogating the written form requirement are void.

18.2. If a clause of this contract or of these terms and conditions prove to be wholly or partially invalid, the parties shall replace this clause with a new clause that comes as close as possible to the intended legal and economic outcome. The validity of the remaining clauses of this contract or these terms and conditions remains unaffected.

Basel, September 2022