

## General Terms and Conditions of Sale and Delivery of TEM AG (hereinafter referred to as TEM)

- 1) Applicability of these terms and conditions: The following terms and conditions apply to all deliveries from TEM to the customer. They apply exclusively. Conflicting provisions of the customer, such as general terms and conditions of purchase, etc., are not recognised unless TEM has agreed to their validity in writing. Changes to these conditions are only valid in writing.
- 2) Subject matter of the contract: The subject matter of the contract, quantity, price per unit and special sales and delivery agreements for individual cases are set out in the written order confirmation sent by TEM to the customer. Order changes and cancellations by the customer are only valid if they have been confirmed in writing by TEM. The return of delivered goods is excluded in any case.
- 3) Credit delivery: Subject to special agreements, TEM delivers the goods on credit. However, if circumstances become known which reduce the creditworthiness of the customer in the judgement of TEM, TEM may at any time demand advance payment or security or withdraw from the contract and claim damages.
- 4) Technical specifications, copyright: Technical specifications, illustrations, dimensions, etc. provided by the customer only become binding for TEM with the order confirmation. TEM reserves the right to make technical changes. Materials can be replaced by other equivalent materials. Ownership and copyrights to software, design drawings, diagrams, illustrations, concepts, product descriptions, instructions and any other documents shall in any case remain with TEM.
- 5) Manufacture and delivery: TEM undertakes to manufacture and deliver the subject matter of the contract in accordance with the specifications and deadlines set out in the order confirmation. The delivery date is given as accurately as possible to the best of TEM's judgement, but cannot be guaranteed.
- 6) Delivery date: The promised delivery date is subject to fulfilment of the terms of payment. Order cancellations or claims for compensation of any kind due to late delivery are hereby excluded. Late deliveries do not entitle the customer to withhold payment.
- 7) Packaging and transport: Packaging and transport shall be borne by the customer.
- 8) Use and risk: Use and risk are transferred to the customer after loading (also in the case of carriage paid pricing). Transport insurance is the responsibility of the customer.
- 9) Inspection: The customer is obliged to inspect the goods immediately upon receipt, otherwise the delivery shall be deemed approved.
- 10) Notification of defects: Obvious defects must be notified within five working days of receipt of the goods; hidden defects must be notified immediately after discovery. The notice of defects is only valid if the object of the contract complained about is sent to TEM by the same post. Notification of defects does not entitle the customer to withhold payment.
- 11) Warranty period: Unless otherwise agreed, the warranty period is two (2) years from the date of dispatch of the goods.
- 12) Content of the warranty: TEM guarantees the production according to the specifications listed in the order confirmation and the defect-free quality of the material. No other or further warranty is given.
- 13) Fulfilment of the warranty: TEM fulfils the warranty by, at its own discretion, repairing defective goods free of charge, supplying a replacement or issuing a credit note. TEM reserves the right to have the fulfilment of the warranty performed by third parties. Any further obligation (cancellation, compensation for consequential damages etc.) is excluded. In particular, TEM is not liable for the customer's own expenses, unilaterally caused replacement and repair costs, loss of profit, etc.
- 14) Exclusion of warranty: Excluded from the warranty are damages caused by force majeure, unsuitable requirements and specifications of the customer, wear and tear, extraordinary stress, non-compliance with the installation, operating and maintenance instructions, improper use or unauthorised interference by third parties. In particular, the warranty is void if the appliances are opened.
- 15) Prices: Prices are net and exclusive of VAT.
- 16) Terms of payment: All amounts are to be paid in the specified currency. Unless otherwise agreed, all invoices are to be paid within 30 days of the invoice date without any deductions. In individual cases, we reserve the right to deliver against cash on delivery. The customer undertakes to offset his own claims only with the written consent of TEM.
- 17) Default of payment: Non-compliance with the terms of payment entitles TEM to charge the statutory default interest without reminder and leads to the maturity of all claims against the customer. In addition, TEM may demand security for orders already delivered or advance payment for outstanding deliveries. In addition, TEM expressly reserves the right to assert the statutory default rights.
- 18) Ownership, extended retention of title, current account: The following provisions apply to deliveries to buyers domiciled outside Switzerland: The delivered goods shall remain the unrestricted property of the seller until the purchase price including all ancillary claims has been paid in full, in the case of repeated or ongoing business relations until the balance owed has been settled. In the case of an ongoing business relationship, the individual items included in the current account shall lose their independence. The goods delivered by us shall remain our property until all our claims have been settled in full, irrespective of the legal grounds - in the case of payment by cheque or bill of exchange until they have been cashed and credited to our account.
  - a) The customer may only sell our reserved goods in the ordinary course of business and only as long as he is not in default of payment. He may only sell the goods to his customers subject to retention of title. He is not authorised to dispose of the goods subject to retention of title in any other way (e.g. transfer by way of security, pledging).
  - b) If the goods delivered subject to retention of title are combined or mixed with other items, the seller shall acquire co-ownership of the new item or the mixed stock. If the goods delivered under retention of title or the items manufactured from them - regardless of their condition - are resold, processed, installed or otherwise used by the buyer, the buyer hereby assigns to the seller all claims against third parties arising from the sale on the occasion of the processing or installation, including all ancillary rights, until all claims of the seller arising from the delivery of goods have been settled in full. If a new item or stock thus produced by combining or mixing is resold, processed or installed, the assignment shall extend to the amount corresponding to the value of the seller's share in the co-ownership.
  - c) We undertake to release securities to which we are entitled on request at our discretion to the extent that they exceed the outstanding claims to be secured by more than 20 %.
  - d) In the event of default of payment, imminent suspension of payment or if foreclosures or bill protests occur against the customer, we are authorised to take possession of our reserved goods. The customer is obliged to surrender the goods.
  - e) The customer must inform us immediately of any seizure or other impairment of our reserved goods by third parties. All costs incurred by us due to such access by third parties shall be borne by the customer. The reimbursement obligation shall not apply if our legal prosecution was unsuccessful or the third party liable for reimbursement fulfils its obligation towards us.
  - f) The customer is obliged to insure the reserved goods appropriately.
- 19) Data protection: TEM provides information to the protection of personal data in the privacy policy at en.tem.ch.
- 20) Applicable law: Swiss law is applicable. The applicability of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 is expressly excluded.
- 21) Place of jurisdiction: All disputes arising from this contract shall be decided by the competent courts of the Canton of Graubünden, whereby TEM is free to sue the customer at his domicile or before any other competent court.

Status: August 2023