

General terms and conditions of sale and delivery of ALBIS Switzerland AG

1. Area of applicability

The general terms and conditions of sale and delivery shall apply to all offers, orders, conclusions of contracts and deliveries of ALBIS Switzerland AG ("ALBIS Switzerland"). Any derogating general conditions of purchase of the purchaser are explicitly excluded. Deviating agreements are subject to confirmation in writing.

2. Offers

Offers of ALBIS Switzerland are subject to confirmation and non-binding unless they have been confirmed as binding in writing in individual cases.

3. Orders

The customer's order in the version confirmed in the order confirmation of ALBIS Switzerland is deemed to be the order. If there are no essential deviations from the customer's order, the order confirmation is deemed a binding conclusion of a contract unless the purchaser contradicts this in writing within three days after receipt of the order confirmation. The date of the order confirmation or, if the purchaser contradicts the confirmation of the order, the date of mutual agreement with respect to the order is deemed the date of conclusion of the contract.

4. Prices

4.1 Any and all prices are ex works and include the statutory value-added tax.

4.2 The prices of ALBIS Switzerland applicable on the day of delivery are relevant for the calculation of the purchase price. Should ALBIS Switzerland implement a general price increase between the date on which the order was confirmed or the contract was concluded and the date of delivery, the purchaser shall be entitled to resign from the contract with respect to the quantities not yet delivered within seven calendar days after having been notified about the price increases.

4.3 The calculation of the purchase price will be effected according to the quantities, weights and/or masses determined at the place of shipment.

5. Payment

5.1 Unless otherwise confirmed by ALBIS Switzerland in an order confirmation or stipulated in a contract between ALBIS Switzerland and the purchaser, the term of payment shall be within 30 days upon receipt of the invoice.

5.2 In the event of non-compliance with the term of payment, the purchaser shall fall in default of payment immediately. ALBIS Switzerland shall be entitled to charge default interest according to Art. 104, paragraph 1 OR [*Obligationenrecht* = Swiss Code of Obligations] as well as dunning expenses. The assertion of further damages according to Art. 106, paragraph 1 OR is reserved.

5.3 Should there be any reasonable doubts regarding the solvency of the purchaser, in particular payment arrears, ALBIS Switzerland shall be entitled to revoke any terms of payment granted and require payment in advance or securities for further deliveries.

5.4 The payment is only deemed effected when the payment is finally available on an account of ALBIS Switzerland.

5.5 Any offsetting against counterclaims that are not undisputed or legally determined is excluded.

6. Delivery

6.1 Deliveries to Italy are effected CIP (Carriage and Insurance paid to), deliveries which are collected by the customer itself are effected EXW (Ex Works) and any other deliveries from ALBIS Switzerland to the customer are effected DDP (Delivered Duty paid). The definitions according to the INCOTERMS 2010 shall apply. In the event of CIP deliveries, title and risk pass to the purchaser upon handover to the freight forwarder at the place of shipment, for DDP deliveries upon the making available of the arriving means of transport at the place of destination and upon making available of the goods for handover to the purchaser for EXW deliveries. The place of destination is the place of destination stipulated in the contract.

6.2 ALBIS Switzerland has the right to perform partial deliveries. Short or excess deliveries of up to 10% (ten percent) of the contractually agreed volumes are allowed.

6.3 If the delivery term "immediately" is agreed, the term of delivery shall not be more than 14 calendar days.

6.4 In the event of a delay in delivery, the purchaser shall set ALBIS Switzerland a reasonable grace period of at least three weeks.

6.5 Unless expressly agreed to the contrary, the goods of ALBIS Switzerland are intended for processing in the purchaser's own business.

7. Obstacles to delivery

7.1 Wars, strike, lock-out, shortage of raw materials or energy, operation or traffic disruption, as well as all cases of force majeure which prevent or delay the production or the delivery of the goods or render it uneconomic shall exempt ALBIS Switzerland from the delivery obligation for the duration and to the extent of the disruption and any and all delivery dates are extended by the length of time of the disruption.

7.2 Should the disturbance last for longer than three months, ALBIS Switzerland and the purchaser are entitled to withdraw from the contract.

8. Samples, information and technical consultation

8.1 The samples and technical and chemical information provided by ALBIS Switzerland are only intended for the general description of the goods. They do not constitute any guarantee concerning the quality or durability of the goods and do not exempt the purchaser from the obligation to examine each individual delivery.

8.2 The consultation with respect to the application, which ALBIS Switzerland offers to the best of their knowledge is non-binding and does not exempt the purchaser from the obligation to examine each individual delivery prior to any processing as to whether it is suitable for the intended usage.

9. Notices of defects / warranties

9.1 The purchaser shall examine the goods immediately upon receipt in order to complain about any and all material defects, wrong deliveries or deviations in quantities in writing immediately, however, no later than within one week after receipt of the goods. The purchaser shall complain about any and all hidden defects immediately after finding out about them. This duty on the part of the purchaser shall relate to each partial quantity in the event of partial deliveries.

9.2 A complaint does not entitle the purchaser to retain due payments or refuse acceptance of further deliveries.

9.3 In the event of timely submitted and substantiated complaints, the purchaser's claims for defects are limited to the right of subsequent performance. Should the subsequent performance of ALBIS Switzerland fail, the purchaser may, at their election, reduce the purchase price to the extent of the subsequent delivery that was not performed or withdraw from the contract.

9.4 The warranty period amounts to one year as of the date of delivery of the goods.

9.5 ALBIS Switzerland does not warrant that the goods are free of patents or other third party intellectual property rights.

9.6 In the event of goods that have been sold as NT goods, secondary goods, remaining stock, special items, reclaim, waste etc., the purchase shall not have any warranty rights for material defects.

10. Liability

10.1 In the event of DDP and CIP deliveries, ALBIS Switzerland shall not be liable for damages occurring during the unloading of the goods at the agreed place of delivery. For EXW deliveries, there is no liability of ALBIS Switzerland for damages occurring during the loading of the goods either.

10.2 To the extent permitted by law, ALBIS Switzerland shall not be liable vis-à-vis the purchaser for any direct, indirect and consequential damage independent from whether or not this liability is subject to a contract, fault (including negligence by ALBIS Switzerland and their auxiliary persons) or statutory provisions. In any case, the liability shall be limited to twice the invoice amount of the relevant goods. This shall not apply to direct liability claims on the grounds of gross negligence or intention on the part of ALBIS Switzerland or their auxiliary agents.

11. Retention of title

11.1 The delivery of the goods shall be subject to explicit retention of title of ALBIS Switzerland ("goods subject to retention of title"). The retention of title shall apply until complete payment of the goods is effected.

11.2 In the event that the goods subject to retention of title are to be processed, ALBIS Switzerland shall be regarded as manufacturer and therefore acquires the title with respect to the new

products. In the event of processing, combination or mixing of the goods subject to retention of title with goods that are the property of third parties, ALBIS Switzerland acquires joint ownership of the products created in this respect in the ratio of the invoice amount of the goods subject to retention of title vis-à-vis the invoice amount of the other materials. If the processing, combination or mixing of the goods subject to retention of title is carried out together with another main component which is owned by the purchaser, the purchaser shall assign their title to the new product to ALBIS Switzerland.

- 11.3 The purchaser assigns all claims from the sale of the goods subject to retention of title to ALBIS Switzerland to the extent of the owned share as security. Any other assignment, also within the framework of a factoring transaction, is not allowed.
- 11.4 The purchaser shall be obliged to carefully store the goods subject to retention of title at their own expense and to take out insurance against the usual risks associated with storage. The purchaser assigns their claims from the insurance contracts to ALBIS Switzerland upon delivery of the goods.
- 11.5 As long as the purchaser meets their requirements vis-à-vis ALBIS Switzerland in a proper manner, they shall be entitled to dispose of the goods subject to retention of title and to collect claims arising from the resale of the goods subject to retention of title in the ordinary course of business. The purchaser, however, shall not be entitled to pledge the goods subject to retention of title or any assigned claims to third parties or transfer ownership of these goods to third parties. The resale entitlement shall not apply if the purchaser and their customer exclude assignability of the claim from resale. The purchaser shall inform ALBIS Switzerland about any access to the goods subject to retention of title or the assigned claims by third parties immediately after discovery.
- 11.6 In the event of a default in payment of the purchaser, ALBIS Switzerland shall be entitled to demand surrender of the goods subject to retention of title without setting a grace period and without withdrawing from the contract. Moreover, the purchaser shall provide any and all required information and documents about the inventory of the goods subject to retention of title and assigned claims upon first request of ALBIS Switzerland and inform their customers immediately about the assignment of claims.
- 11.7 Should the value of the securities exceed the sum of the claims of ALBIS Switzerland by more than 20%, ALBIS Switzerland shall release the excess securities upon the request of the purchaser and at the discretion of ALBIS Switzerland.

12. Final provisions

- 12.1 Unless indicated otherwise in an order confirmation or contractual agreement, the company seat of ALBIS Switzerland shall be the place of performance.
- 12.2 The United Nations Contract on the International Sale of Goods shall not apply.
- 12.3 Should any of the above-stated conditions be completely or partially invalid, this shall not have any effect the validity of the remaining provisions.
- 12.4 The courts at the company seat of ALBIS Switzerland shall be competent for all litigations resulting from the business relation between ALBIS Switzerland and the purchaser. ALBIS Switzerland is reserved the right to sue the purchaser at their place of business.
- 12.5 All contracts between ALBIS Switzerland and the purchaser and the present general terms and conditions of sale and delivery are governed by Swiss law.

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