

11. General sales and delivery conditions (dated 01/01/2022)

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1. Range of application

- 1.1. The following conditions apply to all sales and deliveries from Juken Swiss Technology AG (referred to herein after as "Juken Swiss Technology") to customers unless Juken Swiss Technology includes different conditions in quotations or confirmations of order, or unless Juken Swiss Technology and the customer have agreed upon special conditions in writing.
- 1.2. The customer hereby expressly waives application of "General Contractual Conditions" of its own.

2. Quotations and documents

- 2.1. If the quotation does not state a period of validity, the legal regulations apply.
- 2.2. Quotations must be treated as confidential and may be made accessible only to persons directly concerned therewith.
- 2.3. Brochures, catalogues and other documents (diagrams, drawings, sketches, plans etc.) remain Juken Swiss Technology's property and must be used only for the purposes for which they have been supplied. They may neither be reproduced nor made accessible to third parties.
- 2.4. If not otherwise specified by Juken Swiss Technology, the documents mentioned in par. 2.3. are not binding and may be modified any time without notice.

3. Orders and performance

- 3.1. Only written orders and order-confirmations are binding.
- 3.2. The nature and extent of Juken Swiss Technology's performance are conclusively defined in the confirmation of order. Performances which are not included must be agreed and invoiced additionally.
- 3.3. The execution of the ordered products may be slightly modified during production. Such modifications are deemed to conform with the contract unless they impair essential technical characteristics of the products.

4. Juken Swiss Technology's right of withdrawal

- 4.1. In the event of unforeseen circumstances considerably changing the economic signification or the substance of the deliveries and performances, the contract will be modified accordingly. This applies also when these events are likely to influence the work of Juken Swiss Technology to a big extent, or if the execution subsequently proves to be impossible. If a modification of the contract proves economically unjustifiable, Juken Swiss Technology may withdraw from the contract or from parts thereof without incurring claims for damages.

- 4.2. Juken Swiss Technology also has the right of withdrawal described in subparagraph 4.1. when the performance in accordance with the contract is not possible because of *force majeure*.

5. Delivery

- 5.1. The delivery time commences with the issue of the confirmation of order.
- 5.2. The delivery time will be extended correspondingly if:
 - a Juken Swiss Technology does not receive in good time any information it requires for fulfilment of the contract or if the customer subsequently amends that information, thus causing a prolongation of the production process.
 - b impediments occur which Juken Swiss Technology cannot avoid despite all due care. Such impediments are, in particular, serious disruptions of operations, accidents, labor disputes, delayed or inadequate supplies of essential raw materials, semi-finished and finished products, official restrictions, natural disasters and other cases of *force majeure*.
 - c the customer or third parties delay in carrying out work which is to be performed by them or in filling their contractual obligations, especially if the customer does not comply with the payment conditions;
- 5.3. Juken Swiss Technology will endeavor to comply with the agreed delivery terms, but failure to comply therewith does not entitle the customer to claim damages and/or withdraw from the contract.

6. Payment conditions

- 6.1. Payments must be remitted to Juken Swiss Technology's registered office in Swiss francs or in the foreign currency agreed by the parties, without any deduction. The payment obligation is considered to have been fulfilled as soon as Juken Swiss Technology has free disposal of the sum in question.
- 6.2. If no special payment conditions are agreed between Juken Swiss Technology and the customer, Juken Swiss Technology issues an invoice on the delivery date. The standard term for payment is thirty (30) days from the invoice date. In special cases, Juken Swiss Technology can ask the customer for a guarantee to cover the full amount.
- 6.3. Arrear's penalties are automatically applied upon expiry of the payment term stipulated in subparagraph 6.2. and the customer shall pay arrears interest of 8 % p.a. from that date. The right is expressly reserved to claim compensation for any further damages.
- 6.4. The payment term must also be complied with if transportation or delivery are delayed for reasons which are not attributable to Juken Swiss Technology.

6.5. Any complaints or concerns not accepted by Juken Swiss Technology shall not allow the customer to retain or to reduce the payment of the invoice amount.

6.6. If the customer is late in payment, or if Juken Swiss Technology is seriously concerned that it will not receive payments in total or in due time because of circumstances occurring since entering into the contract, Juken Swiss Technology, without being limited in its rights provided for by law, shall be entitled to refuse the further performance of the contract and to retain the supplies ready for dispatch until new terms of payment and delivery will have been agreed and until the supplier has satisfactory securities. If such an agreement cannot be reached within a reasonable time, or in case Juken Swiss Technology does not receive adequate securities, Juken Swiss Technology shall be entitled to terminate the contract and to claim damages.

7. Transport and insurance

7.1. The customer must inform Juken Swiss Technology of any special instructions concerning transport in good time before dispatch.

7.2. In the event of damage during transport, the customer shall accept the delivered goods with due reservations and immediately notify the carrier in order to protect his rights.

7.3. Unless otherwise agreed, the customer is responsible for ensuring the products to be supplied against transport risks.

8. Transfer of benefit and risk

8.1. The benefit of and risk attached to the products to be supplied are transferred from Juken Swiss Technology to the customer on dispatch from the factory.

9. Retention of title

9.1. Juken Swiss Technology remains the owner of the supplied products until the customer has paid for them in full. Juken Swiss Technology is empowered at the customer's expense to enter the retention of title in the official register and to fulfil all formalities relating thereto. The customer will take all necessary steps to protect Juken Swiss Technology's ownership rights.

10. Examination and acceptance of the products

10.1. The customer shall examine the supplied products and notify Juken Swiss Technology of any defects within thirty (30) days from their receipt. Should he fail to do so, the products are deemed to be approved with regard to the defects which could have been discovered by proper examination.

10.2. The customer shall inform Juken Swiss Technology of any defects immediately after their discovery.

10.3. Formal acceptance of the products and the characteristics to be verified must be agreed in writing. An acceptance record shall be prepared on the result of that acceptance. If the customer expresses no reservations in this record, the product is deemed to be approved with regard to manifest defects.

11. Prices

11.1. Prices are net ex-factory, including standard packaging as described in the buyer's guide of Juken Swiss Technology and exclusive of any taxes. All accessory costs such as taxes, levies, duties and fees for permits or certificates shall be charged to the customer.

11.2. Prices stated in price lists and catalogues are not binding and can be adapted by Juken Swiss Technology any time without advance notice.

12. Warranty

12.1. The warranty time commences when the products are dispatched and continues for twelve (12) months. It covers primarily the characteristics guaranteed in the product specifications of Juken Swiss Technology. The warranty includes all defects which can demonstrably be attributed to defective materials or workmanship. In every case and at Juken Swiss Technology's discretion, it is restricted to the stock replacement of the defective products only. Juken Swiss Technology shall be the owner of replaced defective products.

12.2. In particular the warranty excludes damage caused by normal wear and tear and by incorrect use.

12.3. In the event of defects, the customer shall take all possible steps to minimize the damage.

12.4. To the extent permitted by law, Juken Swiss Technology also rejects any liability for damage caused directly or indirectly by the products themselves or their use. In particular, Juken Swiss Technology excludes liability for any form of consequential damage.

13. Saving clause

13.1. Should any individual provision of these "General sales and delivery conditions" be invalid, the validity of the other provisions shall remain unimpaired. To replace the invalid provision, a valid provision shall be adopted whose content approximates as closely as possible in economic terms to the invalid provision.

14. Applicable laws and jurisdiction

14.1. The laws of Switzerland shall apply exclusively. The courts of Juken Swiss Technology's registered office shall have jurisdiction for any disputes arising between Juken Swiss Technology and the customer in relation to the sale and delivery of products.