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1. General Provisions and Scope

- (1) These General Terms and Conditions apply to the following company:

sera Technology Swiss GmbH

hereinafter referred to as **sera**.

- (2) Unless otherwise agreed in writing, the following terms of delivery shall apply exclusively to all our deliveries and services. These General Terms and Conditions shall also apply to all subsequent orders without any need for renewed reference to them. Any conflicting or deviating terms of the Buyer shall apply only if we, as the supplier, have agreed to them in writing. This shall also apply to amendments to existing agreements.
- (3) Deviations, ancillary agreements and assurances, as well as amendments or supplements, shall generally be made in writing.
- (4) Maintenance, servicing and remote services shall additionally be subject to the special terms and conditions provided for those services.

2. Quotation and Order Confirmation

- (1) Our quotations are generally non-binding.
- (2) Orders shall become legally binding only upon written confirmation by **sera**.
- (3) **sera** reserves all ownership rights and copyrights in illustrations, drawings, calculations and other quotation documents and similar information of a tangible or intangible nature, including in electronic form; they may be made available to third parties only with the written consent of **sera** and, if the order is not placed with **sera**, must be returned to it immediately upon request.
- (4) Documents attached to a quotation and/or order confirmation, such as illustrations, drawings, calculations, descriptions and performance, weight and dimensional data, are provided for preliminary information only and are non-binding, unless expressly designated as binding.

3. Deliveries and Services

- (1) Deliveries and services shall be determined by the written declarations and agreements of both parties. In the absence of such declarations, only the written order confirmation and the terms of delivery specified therein by **sera** shall be authoritative. For sales contracts, the agreed delivery clauses shall generally be interpreted in accordance with the INCOTERMS applicable at the time the contract is concluded.

- (2) Unless otherwise agreed, the costs of assembly and commissioning, including all necessary incidental expenses such as accommodation and travel expenses or the transportation of tools or personal luggage, shall be paid separately by the Buyer.
- (3) Partial deliveries shall generally be permitted insofar as they are reasonable for the Buyer, taking into account the interests of **sera** and the Buyer, or have been agreed with the Buyer.
- (4) For deliveries abroad, the obligations of **sera** shall be subject to the granting of any export licences that may be required.
- (5) All information in catalogues, brochures or general technical documents is generally non-binding unless reference is made to it in writing.
- (6) Where software is included in the scope of supply, the Buyer shall be granted a non-exclusive right to use the software. The Buyer may reproduce or modify the software only to the extent permitted by law.

4. Packaging

Deliveries shall generally be made in the standard packaging used by **sera**. **sera** shall be entitled to select special types of packaging that it considers necessary at its own discretion. The resulting costs shall be borne by the Buyer.

5. Planning and Order Processing for Customised Plants and Systems

- (1) For custom-designed plants and systems, **sera** shall prepare drawings and technical documents for the specified item of supply. The number of included revisions requested by the customer shall be limited to one revision within 14 calendar days after order confirmation by **sera** and shall cover only the layout of the plant or system, not changes to the components and scope of supply of **sera** defined in the order confirmation. Any further revisions requested during processing or the subsequent course of the project shall be carried out only after written acceptance of a supplementary quotation to be prepared by **sera**.
- (2) **sera** shall process the first revision request within a reasonable period and subsequently return or resend it to the Buyer. This shall apply accordingly to all further revisions following written acceptance of the supplementary quotation. The processing period shall depend on the scope and complexity of the adjustments required in each case.
- (3) The Buyer shall return or send back the customised drawings to **sera** with the customer's approval endorsement or revision request no later than 14 calendar days after transmission. Compliance with this deadline shall be determined by demonstrable receipt of the drawing by **sera**.
- (4) Delays caused by more than one revision or late approval endorsements by the Buyer shall result in an extension of the delivery period. The delivery date promised in the order confirmation shall be deemed extended by the period of delay for which the Buyer is responsible.

6. Transfer of Risk

- (1) For deliveries without erection or assembly, including partial deliveries, when they have been dispatched or collected.
- (2) Generally, no later than when the goods leave the works of **sera**.
- (3) For deliveries with erection or assembly, on the date the goods are taken over for operation at the Buyer's premises or, where agreed, following successful trial operation.
- (4) If dispatch, delivery, the commencement or performance of erection or assembly, takeover for operation or trial operation is delayed for reasons for which the Buyer is responsible, or if the Buyer otherwise defaults on acceptance, risk shall pass to the Buyer immediately. This shall also apply if the item of supply has not yet physically left the works of **sera**.

7. Insurance

At the Buyer's request and expense, deliveries by **sera** shall be insured against the usual transport risks. Where such insurance has been taken out, **sera** must be notified immediately of any transport damage.

8. Guarantees and Product Description

- (1) Guarantees shall be valid only if given in writing.
- (2) Information in catalogues, quotation documents and other printed publications, as well as general advertising statements, shall not constitute assurances or an offer to conclude a guarantee agreement.

9. Other Claims for Damages

- (1) Claims by the Buyer for damages or reimbursement of expenses arising from a breach of primary or ancillary obligations under the contractual relationship, from tort or on any other legal grounds shall be excluded.
- (2) This exclusion shall not apply where liability is mandatory, in particular under the Product Liability Act, in cases of intent or gross negligence, for loss of life, bodily injury or damage to health, for the assumption of a guarantee as to quality or for breach of essential contractual obligations. Where a guarantee as to quality has been assumed, liability shall, however, be limited to its scope; in the event of a breach of essential contractual obligations, liability shall be limited to the foreseeable loss typical of the contract, unless there is intent, gross negligence, loss of life, bodily injury or damage to health. Essential contractual obligations are obligations whose fulfilment is a prerequisite for proper performance of the contract and on compliance with which the customer may regularly rely. In all other respects, liability shall be excluded, irrespective of its legal basis. In particular, liability for consequential losses resulting from defects, business or production interruption costs, loss of use, loss of profit and other financial losses shall be excluded in cases of ordinary negligence, unless there is a breach of essential contractual obligations under paragraph 2.
- (3) In addition to the above liability provisions, for all products with a network connection the Buyer shall be responsible for securely integrating the product into its own network and IT environment and for implementing the necessary security measures within its systems. **sera** shall not be liable for disruptions, data loss or damage caused by customer-side networks, inadequate security measures taken by the operator, unauthorized modifications, third-party interference or use other than as intended. This shall not apply insofar as the cause lies in a defective product condition for which **sera** is responsible, a breach of statutory product safety requirements or a breach of obligations relating to the cybersecurity of the product.

10. Industrial Property Rights and Copyright; Defects in Title

- (1) Unless otherwise agreed in writing, **sera** shall be obliged to supply goods free from third-party industrial property rights and copyrights (hereinafter: IP Rights) only in the country of the place of delivery.
- (2) If a third party asserts justified claims against the Buyer for infringement of IP Rights through goods supplied by **sera** and used in accordance with the contract, **sera** shall be liable to the Buyer within the period specified in Section 15. (1) as follows:
 - a) **sera** shall, at its own option and expense, either obtain a right of use for the goods concerned, modify them so that the IP Right is not infringed, or replace them. If **sera** cannot do so on reasonable terms, the Buyer shall have the statutory rights to withdraw from the contract or reduce the price. The Buyer may not claim reimbursement of wasted expenditure.
 - b) The obligation of **sera** to pay damages shall be governed by Section 9.
 - c) The above obligations of **sera** shall apply only insofar as the Buyer notifies **sera** in writing without delay of the claims asserted by the third party, does not acknowledge any infringement and leaves all defense measures and settlement negotiations to **sera**. If the Buyer ceases to use the goods in order to mitigate loss or for other important reasons, it shall inform the third party that discontinuing use does not constitute an acknowledgement of an infringement of IP Rights.
- (3) Claims by the Buyer shall be excluded insofar as the Buyer is responsible for the infringement of IP Rights. Claims by the Buyer shall also be excluded insofar as the infringement is caused by specific instructions of the Buyer, by an application not foreseeable by **sera** or by the Buyer modifying the goods or using them together with products not supplied by **sera**.
- (4) In the event of infringements of IP Rights, the provisions of Section 15. (3) shall otherwise apply accordingly to the Buyer's claims gover-

ned by Section 10. (2) a). For other defects in title, the provisions of Section 15. shall apply accordingly in their entirety. Any claims by the Buyer against **sera** and its vicarious agents arising from a defect in title that go beyond or differ from those governed by this Section 10. shall be excluded.

11. Erection and Assembly

The erection, assembly and installation of equipment and plants supplied by **sera** may be carried out only by qualified personnel in compliance with the guidelines of **sera** and the applicable technical standards and statutory requirements. Where erection and/or assembly is carried out by **sera** the following provisions shall apply unless otherwise agreed in writing:

- (1) The Buyer shall undertake and provide the following in good time at its own expense:
 - a) all earthworks, construction work and other ancillary work outside our trade, including the skilled and auxiliary personnel, building materials and tools required for this purpose,
 - b) the equipment and materials required for assembly and commissioning, such as scaffolding, lifting equipment and other devices, fuels, lubricants and chemicals,
 - c) power and water at the point of use, including connections, heating and lighting,
 - d) sufficiently large, suitable, dry and lockable rooms at the assembly site for storing machine parts, apparatus, materials, tools, etc., and appropriate work and rest rooms for assembly personnel, including sanitary facilities appropriate to the circumstances. The Buyer shall also take the same measures to protect the property of **sera** and the assembly personnel at the construction site as it would take to protect its own property.
 - e) protective clothing and protective equipment required due to special circumstances at the assembly site.
- (2) Before assembly work begins, the Buyer shall, without being requested to do so, provide the necessary information on the location of concealed electricity, gas and water lines or similar installations, together with the necessary structural information.
- (3) Before erection or assembly begins, the supplies and items required to commence work must be available at the erection or assembly site, and all preparatory work must have progressed sufficiently to allow erection or assembly to start as agreed and proceed without interruption. Access routes and the erection or assembly site must be level, cleared and freely accessible.
- (4) If erection, assembly or commissioning is delayed by circumstances for which **sera** is not responsible, the Buyer shall bear, to a reasonable extent, the costs of waiting time and any additional travel required by **sera** or the assembly personnel.
- (5) If a plant cannot be installed immediately after delivery, the Buyer shall be responsible for proper storage in accordance with the guidelines of **sera**.
- (6) The Buyer shall certify to **sera** the working hours of the assembly personnel each week and shall promptly certify completion of erection, assembly or commissioning.
- (7) Commissioning may be carried out only by technicians recognized by **sera** and in accordance with the requirements of **sera**. The technicians shall be entitled to refuse to commission a plant if the operating conditions to be provided by the Buyer do not permit safe operation of the plant. All costs incurred by **sera** as a result of delayed commissioning shall be borne by the Buyer.
- (8) If, after completing the contractually agreed performance, **sera** requests acceptance from the Buyer in writing and sets a reasonable deadline of at least fourteen (14) calendar days, acceptance shall be deemed to have occurred unless the Buyer refuses acceptance within that deadline, specifying at least one justified defect. Acceptance shall likewise be deemed to have occurred if the deliveries and services have been put into use, where applicable after completion or expiry of an agreed test phase, or if the Buyer is demonstrably already using them for functional or operational purposes.

12. Time Limits

- (1) Time limits shall be governed by the written declarations of both parties or, in their absence, by the written order confirmation of **sera**. Compliance with the time limit shall be conditional upon timely receipt of all documents to be supplied by the Buyer, the availability of all ne-

cessary permits and approvals, in particular for drawings and plans, and the Buyer's compliance with the agreed payment terms and other payment obligations.

- (2) The delivery period shall commence only after final clarification of all technical and commercial details.
- (3) If these conditions are not fulfilled in good time, the time limit shall be extended appropriately; this shall not apply where **sera** is demonstrably responsible for the delay.
- (4) If non-compliance with time limits is attributable to force majeure, such as war, mobilization or civil unrest, or similar events, such as strikes, pandemics, supply chain disruptions, global material and energy shortages or lockouts, the agreed time limits shall be extended appropriately.
- (5) Where erection and assembly are not part of the agreed services, the time limit shall be deemed met if the consignment, ready for operation, has been dispatched or collected within that time limit. If delivery is delayed for reasons for which the Buyer is responsible, notification of readiness for dispatch shall suffice for compliance with the time limit.
- (6) If technical or commercial contractual terms are changed at the Buyer's request after **sera** has specified the delivery time, the agreed time limits shall be extended appropriately without any further notification by **sera** being required.
- (7) If dispatch or delivery is delayed at the Buyer's request by more than 30 calendar days after notification of readiness for dispatch, the Buyer may be charged storage costs for each week or part thereof amounting to 0.5% of the net invoice value of the goods agreed in the sales contract. The parties shall remain entitled to prove higher or lower storage costs.
- (8) The filing of insolvency, bankruptcy or composition proceedings, the occurrence of payment difficulties or the discovery of a material deterioration in the Buyer's financial circumstances shall entitle **sera** to suspend any deliveries immediately and refuse to perform ongoing contracts
- (9) If the agreed delivery period is exceeded, default shall arise only upon corresponding written notice from the Buyer to **sera**.
- (10) If **sera** is responsible for failure to meet the time limit, the Buyer may, provided it has suffered an actual loss, claim compensation for delay of no more than 0.25% for each full week of delay, but no more than 5% in total, of the price of that part of the delivery which could not be put into useful operation because of the delay.
- (11) Claims by the Buyer for compensation exceeding these limits shall be excluded in all cases of delayed delivery or performance, including after expiry of any additional period granted to **sera**. This shall not apply where liability is mandatory in cases of intent, gross negligence or bodily injury.
- (12) The Buyer's right to withdraw from the contract after the unsuccessful expiry of an additional period granted to **sera** shall remain unaffected, provided that **sera** is responsible. The additional period must be reasonable and shall be at least four weeks.

13. Prices, Conditions and Payment Terms

- (1) Unless otherwise stated, all prices are in CHF, for delivery ex works (EXW), excluding freight, packaging, insurance and value added tax at the applicable statutory rate.
- (2) Shipping shall be at the expense of the recipient or Buyer. Packaging costs shall be charged separately. Packaging material shall not be taken back.
- (3) Any deduction of a cash discount shall require a separate written agreement.
- (4) Unless otherwise agreed in writing or specified in the order confirmation, the purchase price shall be due for payment net, without deduction, within 30 calendar days of the invoice date.
- (5) If the Buyer fails to meet the payment date, it shall, without a reminder, pay default interest of 5% from the due date in accordance with Art. 104 of the Swiss Code of Obligations (OR). The right to claim compensation for further loss is reserved.
- (6) For payments of any kind, the payment date shall be the day on which **sera** can freely dispose of the amount.
- (7) For deliveries abroad, dispatch of the goods shall, unless otherwise agreed in writing, be conditional upon the Buyer providing an irrevocable letter of credit in favor of **sera**, confirmed by a Swiss bank.

- (8) In the event of delayed payment, **sera** may, after notifying the Buyer in writing, suspend performance of its own obligations until payment is received.
- (9) The Buyer may set off claims or assert a right of retention only if those claims are undisputed or have been established by a final and binding judgment.
- (10) The minimum order value per order shall be CHF 150.00, excluding value added tax. Accordingly, **sera** shall charge this minimum order value for every order below CHF 150.00 net.
- (11) **sera** reserves the right to invoice the Buyer for the agreed services electronically by email.

14. Retention of Title

The goods shall remain our property until the price and all costs associated with delivery have been paid in full. We shall be entitled and authorized to have the retention of title registered at any time with the competent authority at the appropriate location. The customer shall cooperate with registration upon request. The customer undertakes to ensure that the goods supplied are maintained and adequately insured for the duration of the retention of title

15. Warranty and Material Defects

- (1) The warranty period shall be twelve months from the transfer of risk (see Section 6. Transfer of Risk). Rectification work carried out or replacement parts supplied shall be subject to the warranty period of the original delivery. In appropriate cases, the warranty period may be extended to up to 60 months if the Buyer concludes a maintenance contract with **sera** for the corresponding period.
- (2) The items supplied must be carefully inspected immediately after delivery to the Buyer or to the third party designated by it. The Buyer must notify **sera** in writing without delay of any defects resulting from circumstances existing before the transfer of risk.
- (3) The resale, fitting or installation, or any other use or application of an item in respect of which a defect has been notified or a complaint raised shall constitute the Buyer's approval of the item as conforming to the contract.
- (4) If the items supplied or services provided by **sera** prove defective because they lack the agreed quality or are unsuitable for the agreed or ordinary use, **sera** shall first be entitled to rectify the defect or supply a replacement within a reasonable period, provided that the cause of the defect already existed at the time of transfer of risk. The Buyer shall grant **sera** the necessary time and opportunity to do so. If the Buyer refuses to do so, **sera** shall be released from liability for defects.
- (5) If remedial performance fails, the Buyer may withdraw from the contract or demand a price reduction. The Buyer may not claim reimbursement of wasted expenditure.
- (6) Claims by the Buyer for expenses necessary for remedial performance, in particular transport, travel, labor and material costs, shall be excluded. **Liability for consequential costs arising from defects, in particular business interruption costs and financial losses, shall be excluded.** The above limitations of liability shall not apply in cases of intent or gross negligence, culpably caused loss of life, bodily injury or damage to health, breach of essential contractual obligations, or where a guarantee as to quality has been assumed or liability arises under the Product Liability Act. In the event of a slightly negligent breach of essential contractual obligations, however, liability shall be limited to the foreseeable loss typical of the contract. Liability under a guarantee as to quality shall exist within the scope of the guarantee assumed.
- (7) In all cases, the Buyer shall take all measures available and reasonable for it to minimize the expenditure required for remedial performance. **sera** shall contribute to the costs of a recall only if the recall is necessary in light of the factual and legal circumstances. The Buyer shall, at the option of **sera**, return defective products to it or make them available for inspection and examination.
- (8) Claims for defects shall not arise in the event of only an insignificant deviation from the agreed or assumed quality, or only an insignificant impairment of usability; in the event of natural wear and tear or damage occurring after the transfer of risk as a result of incorrect, improper or negligent handling, excessive use, unsuitable operating materials or replacement materials; defective construction work, unsuitable

foundations or special external influences not assumed under the contract; adverse chemical, electrochemical or electrical influences, adverse weather conditions, unsuitable operating conditions; incorrect assembly or commissioning by the Buyer or third parties; failure to observe the operating instructions of **sera**; or non-reproducible software errors. The Buyer shall likewise have no claim for rectification of defects or damage caused by incorrect or incomplete performance specifications or instructions from the Buyer, or by materials or components supplied or specified by the Buyer.

- (9) If the Buyer or a third party carries out improper modifications or repair work, or uses the product other than as contractually agreed or improperly, no claims for defects shall arise in respect of such work or use or any resulting consequences. The warranty provided by **sera** shall expire with immediate effect.
- (10) The Buyer's claim for damages or reimbursement of expenses due to a breach of duty or on any other legal ground shall be excluded. The above limitations of liability shall not apply in cases of intent or gross negligence, culpably caused loss of life, bodily injury or damage to health, breach of essential contractual obligations, or where a guarantee as to quality has been assumed or liability arises under the Product Liability Act. In the event of a slightly negligent breach of essential contractual obligations, however, liability shall be limited to the foreseeable loss typical of the contract. Liability under a guarantee as to quality shall exist within the scope of the guarantee assumed.
- (11) Claims for defects relating to components identified as wear parts in the wear-parts catalogue on our website shall be excluded insofar as the defect is attributable to their intended wear or limited service life. This shall not affect claims arising from fraudulently concealed defects, guarantees assumed, intent or gross negligence.

16. Impossibility and Contract Adjustment

- (1) Insofar as delivery is impossible, the Buyer shall be entitled to claim damages in accordance with the statutory provisions, provided that **sera** is responsible for the impossibility.
- (2) In cases of ordinary negligence, liability for impossibility of delivery and for the slightly negligent breach of other essential contractual obligations shall be limited—including for consequential losses resulting from defects, business and production interruption costs, loss of use, loss of profit and other financial losses—to the foreseeable loss typical of the contract at the time the contract was concluded. Essential contractual obligations are obligations whose fulfilment is a prerequisite for proper performance of the contract and on compliance with which the Buyer may regularly rely.
- (3) The above limitations and exclusions of liability shall not apply where liability is mandatory in cases of intent, gross negligence, loss of life, bodily injury or damage to health, or under and within the scope of an assumed guarantee or the Product Liability Act. The Buyer's right to withdraw from the contract shall remain unaffected.
- (4) In the event of temporary impossibility, Section 12. (Time Limits for Deliveries and Services) shall apply.
- (5) If unforeseen events within the meaning of Section 12. (4) materially alter the economic significance or the content of the delivery or have a material effect on the operations of **sera**, the contract shall be adjusted in accordance with the principles of good faith. Insofar as this is not economically reasonable, **sera** shall be entitled to withdraw from the contract. If **sera** intends to exercise this right of withdrawal, it shall notify the Buyer without delay after becoming aware of the implications of the event, even if an extension of the delivery period was initially agreed with the Buyer.

17. Repair Terms

- (1) By issuing a legally binding declaration (decontamination declaration), the Buyer undertakes to have equipment or parts intended for repair or maintenance professionally cleaned in order to exclude any hazard to the contractor or **sera** arising from residual contamination. The equipment must be sent to **sera** free from all flammable, toxic, corrosive, harmful, irritant or otherwise hazardous substances. The decontamination declaration must be affixed to the outside of the consignment. If no decontamination declaration accompanies the consignment, **sera** shall be entitled to refuse acceptance.
- (2) Products and parts intended for repair shall be sent to **sera** carriage

paid to the works, accompanied by a delivery note or packing slip. A dispatch notice stating the order number must be sent to us.

- (3) If a cost estimate is prepared on the Buyer's behalf, the associated costs may be charged to the Buyer regardless of whether a subsequent repair order is placed. Since fault-finding time constitutes working time, the documented expenditure incurred shall be charged to the Buyer if an order cannot be carried out because:
 - a) the reported fault could not be identified in accordance with generally accepted engineering practice;
 - b) the order was withdrawn while the work was being carried out.
- (4) The warranty period for all work performed (repairs), replaced parts and installed materials shall be 12 months. In all other respects, the warranty terms for deliveries and services set out in Section 15 shall apply.

18. Spare Parts Supply and Obsolescence

- (1) **sera** will endeavor to provide spare parts or functionally suitable replacement solutions for the products supplied for a period of ten years from delivery of the respective product, insofar as this is technically possible, economically reasonable and feasible in view of availability from upstream suppliers.
- (2) After expiry of this period, an uninterrupted supply of spare parts cannot be guaranteed, particularly due to technical developments, product discontinuations, supplier discontinuations, regulatory changes, official requirements, public-law restrictions or economic unreasonableness.
- (3) Requests for spare parts, repairs, modernization or replacement solutions after expiry of the above period shall be subject to an internal technical and commercial review on a case-by-case basis under the Service Agreement. Such review shall be carried out without acknowledgement of any legal obligation and shall not give rise to any claim for the supply of specific spare parts, reproduction, design adaptation or provision of a replacement solution.
- (4) Statutory warranty rights, expressly agreed guarantees and separately concluded maintenance, service or spare-parts supply agreements shall remain unaffected.

19. Data Protection Clause

Please refer to our data protection information, available at www.sera-web.com under "Data Protection".

20. Severability Clause

The contract and these General Terms and Conditions shall remain binding in all other respects even if individual provisions or conditions are legally invalid. If a provision is wholly or partly invalid or if there is a gap in the provisions, the contracting parties shall promptly endeavor to close the gap or to achieve the economic purpose pursued by the invalid provision in another legally permissible manner.

21. Place of Performance, Jurisdiction and Applicable Law

- (1) The place of performance for all obligations of the Seller (**sera**) and the Buyer, where the Buyer is a merchant, shall be the registered office of **sera Technology Swiss GmbH**.
- (2) Where the Buyer is a merchant, the place of jurisdiction for all disputes arising from this contract shall be the registered office of **sera Technology Swiss GmbH**. However, it shall also be entitled to bring proceedings at the Buyer's registered office.
- (3) Swiss law shall apply exclusively.
- (4) The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

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