



SWITZERLAND

ERNST GROB AG, Rohrgasse 9, CH-8708 Männedorf

General Maintenance and Repair Terms and Conditions (GMR-TC)

1. Scope of Application

1.1 These General Maintenance and Repair Terms and Conditions (GMR-TC) apply in addition to the General Terms and Conditions of Purchase (GTCP) to all business relationships of ERNST GROB AG (hereinafter the "Purchaser") with its suppliers concerning maintenance, servicing, repair, installation/assembly and other technical services relating to systems, machines, buildings and operating equipment.

1.2 The contractual documents apply in the following order of precedence:

- 1.) Written purchase order
- 2.) These GMR-TC
- 3.) General Terms and Conditions of Purchase (GTCP)
- 4.) Technical specifications
- 5.) Statutory law

Supplier documents, in particular quotations, general terms and conditions or order confirmations, shall only have effect if they have been expressly acknowledged in writing by the Purchaser. Deviating or additional terms shall only apply if expressly agreed in writing.

2. Performance Obligations of the Contractor

2.1 The supplier owes a result in the form of a functional, operational and fully requirements-compliant work. In particular, the supplier undertakes to perform all work properly, carefully and completely, to comply with the state of the art as well as all relevant standards and regulations, to deploy only qualified, suitable and trained personnel, and to use only tested, suitable and approved materials.

2.2 Before commencing work, the supplier shall independently inform itself about the condition of the system or object, the operational processes, as well as possible risks and interfaces.

2.3 The supplier bears responsibility for the correct diagnosis and root-cause analysis, as well as for selecting suitable repair and maintenance methods.

2.4 The supplier guarantees the completeness of the services, even if certain tasks are not expressly described but are required for functionality.

2.5 The supplier is also liable for production losses and downtime costs caused by delays or defective performance.

3. Work on the Purchaser's Premises

3.1 The supplier acknowledges that work carried out in an ongoing production environment involves increased risks. The supplier undertakes to comply with all safety, operational and access regulations of the Purchaser, to receive appropriate instructions before starting work, to deploy only authorised personnel, and to keep work areas clean and properly secured.

3.2 Work shall be coordinated with the Purchaser and must not impair production operations.

3.3 The supplier undertakes to comply with all internal policies of the Purchaser, in particular those relating to occupational safety, the environment, compliance and conduct on the company premises.

3.4 The Purchaser is entitled at any time to issue instructions to the supplier's personnel regarding safety, organisation and performance of the work.

3.5 In the event of violations of regulations or safety provisions, the Purchaser is entitled at any time to interrupt or stop the work and to expel the supplier's personnel from the premises. This shall not give rise to any compensation claims by the supplier.

4. Subcontractors

4.1 The engagement of subcontractors requires the Purchaser's prior written consent.

4.2 The supplier shall be liable for subcontractors as for its own conduct and shall ensure that they comply with all obligations under these GMR-TC.

5. Occupational Safety and Environmental Protection

5.1 The supplier bears sole responsibility for the safety of its employees and for compliance with all statutory provisions. In particular, it undertakes to comply with applicable laws and occupational safety regulations (e.g. SUVA, EKAS), to use suitable personal protective equipment (PPE) and to apply safe working methods.

5.2 Safety-critical work (e.g. electrical interventions, work at height, interventions in production systems) may only be carried out after the Purchaser has been appropriately informed.

5.3 If hazardous substances are used, they must be declared in advance. The supplier is responsible for their proper use, storage and disposal.

5.4 In urgent cases, the Purchaser is entitled to take necessary measures itself at the supplier's expense or to have them carried out by third parties.

6. Acceptance

6.1 Acceptance shall take place exclusively after:

- full performance of the services
- successful functional testing under real operating conditions

Any defects identified shall be documented and must be remedied by the supplier without delay.

6.2 Acceptance shall only be deemed to have occurred when:

- all defects have been remedied
- all required documentation has been provided

Tacit or implied acceptance is excluded.

7. Prices, Invoices and Payments

7.1 Unless expressly agreed otherwise, the agreed prices shall be lump-sum prices and shall include all ancillary costs (e.g. travel, expenses, material, disposal).

7.2 Additional services shall only be remunerated if they have been approved by the Purchaser in writing in advance.

7.3 Invoices must be complete, transparent and verifiable and must state the Purchaser's correct purchase order number. Unless otherwise agreed, invoices may only be issued after acceptance has taken place.

7.4 In the event of defects, the Purchaser is entitled to withhold payments in whole or in part or to reduce unjustified items.

8. Warranty

8.1 The supplier warrants defect-free performance, compliance with warranted characteristics and functionality of the serviced system. In the event of defects, the Purchaser shall have the following rights without limitation:

- Remedy (rectification)
- Substitute performance at the supplier's expense (also without setting a deadline)
- Price reduction
- Withdrawal from the contract

9. Liability

9.1 To the extent permitted by law, the supplier shall be liable for all damages arising in connection with its activities. This includes in particular personal injury and property damage, financial losses, production losses and downtime costs, as well as all damages caused by auxiliary persons and subcontractors. This also applies to damage to products in production as well as to adjacent systems and infrastructure.

9.2 Any limitation or exclusion of liability by the supplier is expressly excluded.

10. Insurance

10.1 The supplier undertakes to maintain adequate insurance throughout the term of the contract, in particular public liability insurance with a coverage amount of at least CHF 10 million, including cover for personal injury and property damage, financial losses, processing and environmental damage. In particular, the insurance must also cover processing damage (damage to items being processed or taken into custody). The Purchaser is entitled to request proof of such insurance at any time.

11. Documentation and Evidence Obligations

11.1 The supplier is obliged to provide complete and comprehensible documentation, in particular work and service reports, test and measurement records, and safety evidence.

11.2 The documentation is a prerequisite for acceptance and remuneration. Without complete documentation, the service shall be deemed not to have been performed.

11.3 The Purchaser is entitled to withhold acceptance and payment until complete and auditable documentation has been provided.

12. Protection of Property and Systems

12.1 The supplier is obliged to handle all systems, machines, buildings and operating equipment of the Purchaser with due care and to protect them from damage. The supplier shall be liable for direct damage, indirect damage and consequential damage arising from impairments to adjacent systems. Any damage must be reported immediately.

13. Audit and Control Rights

13.1 After reasonable prior notice, the Purchaser is entitled to carry out audits at any time, to inspect evidence and documents, and to perform on-site checks. The supplier is obliged to cooperate.

14. Governing Law, Place of Jurisdiction

14.1 Should any provision of these terms be or become wholly or partially invalid, the parties shall replace such provision with a new agreement that comes as close as possible to its legal and economic intent.

14.2 The legal relationship shall be governed exclusively by substantive Swiss law.

14.3 The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.

14.4 The exclusive place of jurisdiction shall be the Purchaser's registered office. However, the Purchaser is also entitled to bring proceedings before any other competent court.