

General Terms and Conditions – Sales

1. Scope

- 1.1 The following general terms and conditions apply exclusively to all sales of goods and services by EnergieLink (including advice, planning, maintenance work, remodelling work, production machinery, replacement parts etc.). These terms and conditions in their entirety are a part of every contract.
- 1.2 Differing terms and conditions (including but not limited to specific agreements) will only be considered binding if EnergieLink has explicitly agreed to them in writing.
- 1.3 EnergieLink's silence with respect to differing terms and conditions does not constitute tacit recognition or agreement, including for future contracts. These general terms and conditions also apply in place of any of the customer's general terms and conditions (such as terms and conditions of sale or procurement) in the event that such general terms and conditions stipulate that acceptance of the order constitutes unconditional recognition of said general terms and conditions.
- 1.4 The relevant version of the general terms and conditions also applies as a master agreement for future contracts for goods and services with the same customer without EnergieLink having to make reference to them in each individual case.

2. Quote

- 2.1 The quote is non-binding, which means that EnergieLink may withdraw it at any time until it is accepted, subject to prior sale.
- 2.2 Field employees do not have the authority to enter into agreements of any kind. Such agreements must be confirmed in writing by the management of the company or department in order to be valid.
- 2.3 Samples and templates are to be considered approximate illustrative models with respect to their quality, dimensions, colouring, packaging and appearance. No guarantee is offered with regard to these properties.
- 2.4 Furthermore, if the industrial property rights of third parties will recognisably impact the use of the goods and services provided by EnergieLink, the customer must explicitly state as much.
- 2.5 EnergieLink will not confirm delivery dates, the start of assembly or execution times until technical matters have been resolved and internal approval has been given.
- 2.6 The quote is binding for the period specified in the request for a quote. If no period is specified, a deadline of 30 days from the receipt of the quote applies.
- 2.7 We reserve all rights of ownership and copyrights to all illustrations, drawings, calculations and other documents.

3. Contract conclusion, contract contents

- 3.1 The contract is not drawn up until a written order/confirmation has been issued, or a (master) agreement with corresponding contents has been concluded. Any assurances, ancillary agreements or over-deliveries that are not explicitly referred to in the order

confirmation will be deemed to have not been agreed. Any amendments to the order or the contract must be made in writing.

- 3.2 Orders placed verbally or by telephone must be confirmed in writing. Differing or additional terms and conditions will only apply if they have been explicitly agreed to in writing.
- 3.3 Any changes to the order or cancellations requested by the customer must be agreed to in writing by EnergieLink. In any case, EnergieLink may charge the customer for any costs that have already been incurred.
- 3.4 EnergieLink reserves the right to carry out and obtain creditworthiness checks and verifications relating to the customer, and to send data regarding the customer to third parties for this purpose; the customer agrees to this.
- 3.5 EnergieLink may demand changes to deliveries and services provided their overall character remains unchanged and the change is reasonably acceptable for the customer. The increase or reduction in costs in this regard and the necessary amendments must be explicitly agreed to in writing.
- 3.6 Reasonably acceptable changes include, but are not limited to, technical alterations, improvements in accordance with the latest scientific knowledge and technology, and improvements to the design and choice of materials.

4. Prices, terms and conditions of payment, offsetting, right of retention

- 4.1 The prices stated when the order is confirmed or the contract is concluded will apply. No claim may therefore be asserted to receive goods or services for more affordable prices that apply at an earlier or later date. If, as an exception, EnergieLink nevertheless decides to take a price reduction into consideration for a particular order before delivering the goods or providing the service, it does so on a voluntary basis and with no legal obligation.
- 4.2 EnergieLink reserves the right to adjust prices on an ongoing basis, including in response to the effects of exchange rate fluctuations. The prices and/or hourly rates specified in the order confirmation or contract apply for the customer.
- 4.3 No discounts will be offered after an order has been accepted or a contract has been entered into.
- 4.4 Unless otherwise agreed upon, delivery will be made “free domicile”, with installation at a cleared and freely accessible location. Extraordinary delivery costs, on the other hand, including but not limited to those incurred as a result of deliveries to locations that cannot be accessed by car, tunnel tolls, car shuttle trains, external lifts, hydraulic platforms and overnight accommodation, will be billed to the customer.
- 4.5 Compensation for services such as project management, advice, planning, maintenance work, assembly etc., will be paid in accordance with the hourly rates specified in the order confirmation or contract unless the parties agree in writing on fixed rates or prices based on results.
- 4.6 All prices are listed net in Swiss francs (CHF) or euros (EUR), and exclude VAT, discounts, other statutory duties and any other incidental costs.
- 4.7 Objections to invoices must be raised in writing within 10 days. Invoices will be deemed to have been accepted if the buyer does not raise any objections.
- 4.8 Invoices must be paid in full within 30 days. The agreed-upon payment period starts on the date of the invoice.

- 4.9 The customer may only settle invoices by means of offsetting if the counterclaims have been recognised by declaratory judgement, are undisputed, and have been accepted in writing by EnergieLink.
- 4.10 The customer may also only exercise a right of retention if the counterclaim is based on the same contractual relationship and EnergieLink has confirmed the offsetting in writing.
- 4.11 Failure to comply with the payment period will trigger an explicit reminder due to default of payment, and EnergieLink will have a claim to interest on arrears amounting to 8% and to the reimbursement of all dunning, collection, lawyer's and court expenses, as well as any other compensation for damages.
- 4.12 If the customer does not then settle the debt within a grace period as defined by EnergieLink, all other deliveries and services to be provided to the customer under all existing contracts will be suspended in part or in full until the claims have been settled or secured. The customer bears all consequences of such a suspension of deliveries and/or services.

5. Delivery, retention of title

- 5.1 Unless otherwise agreed, goods are to be delivered to an address provided by the customer at the customer's request.
- 5.2 The anticipated delivery dates are to be communicated to the customer when the contract is concluded and stated in the order confirmation. These are generally based on the delivery lead times of the suppliers in question.
- 5.3 The customer may not refuse to take receipt of deliveries due to non-material defects.
- 5.4 Unless otherwise agreed in writing between EnergieLink and the customer, EnergieLink's contractual obligations do not constitute expiry-date business. Delivery periods can also generally only be provided on a non-binding basis and may change in certain circumstances. Delayed deliveries do not constitute grounds for withdrawal from the contract or any claims for damages.
- 5.5 If the contract relates to multiple items, these are to be delivered/shipped together as soon as all of the products are complete and ready for delivery. EnergieLink is only obligated to make partial deliveries if this has been explicitly agreed upon in writing with the customer in advance.
- 5.6 If payment on account or in advance is agreed upon with the customer, delivery is to be made once such payment has been received. EnergieLink accepts no liability for any delivery delays due to non-payment, even in cases in which fixed deadlines have been agreed to.
- 5.7 EnergieLink will retain title to the goods until all payments pursuant to the contract or order confirmation have been received. Until this time, the customer is obligated to handle the goods with care and to protect them against damage.
- 5.8 If and for as long as EnergieLink retains title to the goods, the customer may neither transfer nor pledge the goods without EnergieLink's consent. The conclusion of finance agreements that include the transfer or pledge of EnergieLink's rights of retention require EnergieLink's written consent in advance unless the contract requires the financing institution to pay the compensation owed directly to EnergieLink.

- 5.9 If a service (such as assembly work) has been agreed upon with the customer, it will only be provided if it can be done with a normal and reasonable amount of effort given the location and structural conditions at the site.
- 5.10 If EnergieLink incurs additional costs during delivery as a result of obstacles outside its control (such as a defective lift or blocked access road) that we were not notified of in advance, the customer must reimburse such additional costs to EnergieLink after being informed of them in writing.
- 5.11 EnergieLink endeavours to ensure that the packaging meets the customary requirements. EnergieLink is not liable for damage incurred during transport after the goods have been handed over to the haulier.
- 5.12 The benefits and risks transfer to the buyer as soon as the goods are handed over to the haulier, but no later than when they leave the plant or warehouse.

6. Defects and warranty

- 6.1 A two-year warranty for design and material faults applies from the delivery date. The manufacturer's warranty takes precedence if it applies for a longer period.
- 6.2 Typical differences in structure and colour are unavoidable for certain materials, and therefore do not constitute grounds for complaints due to defects or claims under warranty.
- 6.3 The warranty does not apply to damages resulting from improper use of or work on the goods, wear and tear, or improper handling. If the customer works on or alters products despite the presence of obvious defects, this invalidates the warranty.
- 6.4 Claims due to defects may not arise in the case of merely non-material deviations from the agreed quality, or customary wear and tear.
- 6.5 The customer must check the delivered products as soon as possible. Defects must be reported to EnergieLink in writing within 10 days of receiving the products. Defects that arise at a later date within the warranty period must be reported in writing without delay.
- 6.6 EnergieLink will remedy defects that are reported within the warranty period free of charge unless it chooses to replace the products with non-defective products instead. Any other claims on the part of the customer are excluded.
- 6.7 Agreements to the contrary notwithstanding, the liability for defects and the corresponding warranty rights are governed by statutory provisions.
- 6.8 Liability for consequential damages resulting from defects and indirect damages is explicitly excluded from this. Before using the products, the customer must ensure that there is no possibility that they will cause damage to the customer's property or furnishings. If there are any doubts regarding how to use the products properly and/or securely, EnergieLink's experts will be happy to help.
- 6.9 EnergieLink offers no warranty and accepts no liability with regard to the corrosion or wear and tear of existing system parts.
- 6.10 Liability does not apply in the event of damages caused by the customer or third parties. Liability is limited to the value of the order.
- 6.11 More extensive claims for damages, irrespective of their legal basis, for direct or indirect consequential damages, including but not limited to financial losses such as lost earnings or business interruptions etc., are excluded.

- 6.12 Insofar as EnergieLink's liability is excluded or limited, this also applies to the personal liability of our employees, representatives and vicarious agents.

7. Industrial property rights

- 7.1 Documents and know-how that EnergieLink gives the customer access to in connection with the fulfilment of the contract may only be used in relation to the project. EnergieLink reserves the right to prosecute the unauthorised use of the documents or any other violations of its rights.
- 7.2 The industrial property rights to the output created specifically for the customer, including calculations, drawings, drafts, program descriptions and documentation and also all ideas, processes and methods developed in this context, remain the property of EnergieLink.
- 7.3 The right of use covers the operation, maintenance, and revision of the contractual goods, their alteration, transformation, or conversion and the manufacture, refinement and procurement of replacement parts.
- 7.4 The customer guarantees that all third parties they hire have all of the rights required in order to perform their contractually agreed services. The customer undertakes to defend against third-party claims that violate intellectual property rights without delay, and to assume all costs (including compensation for damages) incurred by EnergieLink as a result. EnergieLink will be fully indemnified against third-party claims.

8. Confidentiality

- 8.1 The customer must treat as confidential all facts and information that are neither general knowledge nor generally accessible, and for which there is an interest in maintaining confidentiality in good faith on account of their nature. In case of doubt, facts and information must be treated as confidential.
- 8.2 Confidentiality must already be observed before the contract is concluded and is to remain in effect even after the contractual relationship is terminated. Statutory duties of disclosure are excluded from this.
- 8.3 All facts that are not common knowledge and that the parties learn from one another in the course of their business relationship must be treated as confidential and may not be made accessible to third parties without the other party's written consent.
- 8.4 Marketing, publications, references and comments in the media regarding the agreed-upon services require EnergieLink's consent in writing.
- 8.5 The customer must ensure that its sub-suppliers maintain confidentiality.
If the customer violates their duty to observe confidentiality, they are liable to pay a contractual penalty unless they can prove that they are not culpable. Said penalty will amount to 10% of the total compensation paid, up to a maximum of CHF 100,000. The payment of the contractual penalty does not release the parties from their duty to fulfil these obligations.

9. Force majeure

- 9.1 The customer will not be released from their contractual obligations as the result of force majeure (such as natural catastrophes, armed conflict, political unrest, strikes, pandemics etc.). Within reason, both parties must provide each other with the necessary information in this regard without delay and adapt their obligations to the changed circumstances. In this case, EnergieLink will be deemed to be in default of delivery.
- 9.2 EnergieLink is not liable for delivery delays that are the fault of third-party sellers, manufacturers or third parties.
- 9.3 EnergieLink is exempt from the obligation to take receipt of ordered deliveries and/or services and entitled to withdraw from the contract in this respect if the delay caused by force majeure renders performance unreasonable or useless.
- 9.4 Interruptions in production that can be attributed to wear and tear, defects or any other outages of machinery or equipment are not to be considered cases of force majeure.

10. Final provisions

- 10.1 Amendments to this contract must always be made in writing. This also applies to a waiver of this written form clause. Verbal ancillary agreements will not be considered valid.
- 10.2 If an individual provision of this contract or an annex is or becomes invalid or unenforceable, the validity of the other provisions remains unaffected. The contracting parties must replace the invalid provisions with valid provisions that come as close as possible to the intended purpose of the invalid provisions. The same applies to gaps in the contract.
- 10.3 This contract is subject to Swiss law. The provisions of the Vienna Convention (United Nations Convention on Contracts for the International Sale of Goods, concluded in Vienna on 11 April 1980) are explicitly excluded.
- 10.4 The place of jurisdiction is the registered office of EnergieLink. However, EnergieLink may also bring an action against the customer at the customer's registered office.