

### 1. Scope

These General Terms and Conditions of Sale and Delivery of Brac-Werke AG are binding if they are declared applicable in the offer or in the order confirmation. Other terms and conditions of the purchaser are only valid if they have been expressly accepted by Brac-Werke AG in writing. Any and all agreements and declarations made by the parties are only valid if made in writing.

### 2. Offer and contract conclusion

The contract is deemed to have been concluded when Brac-Werke AG has confirmed its acceptance in writing by means of an order confirmation after receipt of the order. Offers without validity dates are without obligation.

### 3. Delivery obligation

Our written order confirmation is authoritative for the execution of the order. Dimensions, weights and performance data as well as illustrations are only approximate and non-binding unless they are expressly designated as binding. Weight or quantity deviations of +/- 10% are considered to be customary in the industry and do not give rise to any complaints.

### 4. Payment

The purchaser must notify Brac-Werke AG at the latest with the order of the legal, official and other regulations and standards that relate to the execution of deliveries and services.

### 5. Prices

Prices are based on the scope of delivery and services described or on the corresponding specifications and functional or technical specifications available to us at the time the order is placed. Deviations from the specified scope are the subject of a separate consideration and are shown in a corresponding addition to the order or fixed at standard prices after the order has been placed. Unless otherwise agreed, the prices of Brac-Werke AG are net ex-works, in CHF (Swiss Francs), excluding packaging, transport, insurance and any turnover taxes. Brac-Werke AG is entitled to reasonable price adjustments if the total costs have changed by more than 1% between the conclusion of the contract and the time.

### 6. Conditions of payment

The payment period for the customer is 30 days net from the date of invoice. The payments are to be made by the purchaser at the domicile of Brac-Werke AG without deduction of cash discount, expenses, taxes and fees of any kind. Different terms of payment must be specially agreed. In the event of late payment, Brac-Werke AG reserves the right to stop scheduled deliveries immediately and is entitled to charge a default interest of 6% pa. In addition, Brac-Werke AG reserves the right to exclude customers from individual payment options or to insist on prepayment. For tools, a prepayment of at least 40% will be made on placing the order. The rest is due as agreed.

### 7. Projects and preliminary studies

Projects and preliminary studies, including the production of samples and prototypes, which are utilised at the request of a prospective customer, remain our property and may not be passed on to third parties or made accessible without written consent. We reserve the right to bill for projects and preliminary studies, etc., unless the order is received by us within three months of submission of the proposals.

### 8. Tools

Tools of all kinds, with the exception of those provided by the customer, remain our property in any case. The tools shall be used exclusively for orders placed by the purchaser. Any other use requires an explicit agreement between the purchaser and Brac-Werke AG. If subsequent changes are desired by the purchaser, these will be charged separately and the dates will be re-agreed. If the anticipated quantity is not accepted within the agreed period, Brac-Werke AG reserves the right to demand uncovered tool costs. We carefully store the tools for repeat orders for five years since the last delivery. After the expiry of this period, every obligation is cancelled. Brac-Werke AG and the purchaser agree on the cost of necessary replacement tools.

### 9. Delivery time

The agreed delivery period begins with the date of the order confirmation, provided that all details about the scope, construction and execution of the order content are known at this time. If the buyer is in default with their obligations under this or any other contract, the delivery period shall be extended accordingly. Partial deliveries cannot be withdrawn. For call orders, Brac-Werke AG is free to produce the entire order at once. Claims for damages of the customer due to non-performance or late fulfilment are excluded. If a fixed date has been prescribed for us, we can charge storage fees if the buyer does not accept the goods on this date. If the number of ordered but not yet produced pieces is not retrieved within the agreed period, we shall be entitled to compensation. Events of force majeure (machine defects, breakdowns) at Brac-Werke AG or its subcontractors extend the delivery period by the duration of their effect. If these last more than 6 months, both Brac-Werke AG and the customer can withdraw from the contract. All deliveries made by Brac-Werke AG are at the expense and risk of the purchaser ex-works 4226 Breitenbach (EXW according to Incoterms 2010).

### 10. Accessories

If the purchaser supplies accessories, they will have to provide 10% more than the order quantity. The parts are to be delivered on time and according to our specifications. The delivered parts are not checked. Additional costs due to manufacturing complications caused by inaccurately delivered parts will be charged separately.

### 11. Delivery

The products are carefully packed by Brac-Werke AG. The packaging will be charged to the purchaser. Special requests regarding shipping and insurance are to be announced in good time to Brac-Werke AG. Transport is at the expense and risk of the purchaser. Complaints in connection with the transport are to be directed by the customer on receipt of the delivery or the freight documents immediately to the last carrier. The insurance against damage of any kind, as well as the conclusion of a transport insurance is up to the customer.

### 12. Inspection and acceptance of delivery

The purchaser must check the delivery within a maximum of ten working days after receipt and notify Brac-Werke AG of any defects without delay in writing. If they fail to do so, the deliveries and services are deemed approved. If the purchaser does not carry out an incoming inspection and thus delegates the quality control to Brac-Werke AG, the responsibility for quality shall only be considered as taken over if this is expressly stated in the order confirmation.

### 13. Warranty and Liability

Brac-Werke AG warrants that the products it delivers are free of manufacturing and material defects. Guaranteed features are only those that are expressly designated as such in the order confirmation. The warranty is valid until the expiration of the warranty period. If the products are faulty, the purchaser may demand during the warranty period of two years from delivery, respectively notification of readiness for shipment, replacement delivery or troubleshooting by Brac-Werke AG. If an error is not remedied within a reasonable period by replacement delivery or elimination of the error by Brac-Werke AG, the purchaser may demand a reduction of the purchase price or cancellation of the contract. The warranty expires prematurely if the customer or third parties make improper changes or repairs. Or if the customer, if a defect has occurred, does not immediately take all suitable measures to mitigate the damage and Brac-Werke AG has no opportunity to rectify the defect. Excluded from the warranty and liability of Brac-Werke AG are damages which cannot be proven to have occurred as a result of poor material, inadequate performance or other reasons for which Brac-Werke AG is not responsible. Due to defects in material, construction or design as well as lack of warranted characteristics, the purchaser has no rights and claims. All cases of infringements and their legal consequences as well as all claims of the customer, no matter provided for whatever legal reason, are finally regulated in these terms and conditions. In particular, all claims not expressly stated for damages, reduction, cancellation of the contract or withdrawal from the contract are excluded. Liability for consequential damage is excluded, as far as mandatory product liability provisions do not conflict with this.

### 14. Complaints

Complaints can only be considered if they are asserted in writing within 8 days after receipt of the goods at the latest. In the case of complaints acknowledged by us, we shall provide replacement at our discretion. Be it through exchange, repair or withdrawal. Any further claim for damages, for example for lost profit or consequential damage as well as a right of the customer to withdraw from the contract is excluded. The purchaser is not entitled to retain all or part of the purchase price until any defects have been rectified. Improper handling and reworking of parts that were carried out without the consent of Brac-Werke AG will result in the loss of all warranty claims against us.

### 15. Severability clause

Should one or more provisions of these General Conditions of Sale and Delivery be invalid or void, this shall not affect the validity of the remaining provisions. The void or ineffective provisions of these General Conditions of Sale and Delivery shall be replaced by a valid provision in line with the meaning and purpose of these General Terms and Conditions of Sale and Delivery.

### 16. Place of Performance and Jurisdiction

Place of performance and place of jurisdiction for both parties is 4226 Breitenbach (SO). The legal relationship is subject to Swiss law.