

# General terms and conditions

## Sigg Blasting Technology GmbH

Sigg Strahltechnik GmbH, hereinafter referred to as Sigg, bases all of its business relationships on the following General Terms and Conditions (GTC). The following General Terms and Conditions (GTC) apply in commercial business transactions with all contractual partners of Sigg.

### I. Contrary regulations

1. The terms and conditions of Sigg are exclusively authoritative. The application of any general terms and conditions of business of the contractual partner is expressly rejected.
2. If forms used by the contractual partner within the framework of the business relationship contain regulations that deviate from these GTC, the former require the express acceptance of Sigg in order to be valid.
3. In the event of conflicting GTCs or GTCs unilaterally regulated by the contracting party, the respective provisions shall be interpreted taking into account the mutual interests of the contracting parties in shaping the contractual relations.

### II. conclusion of contract

1. The offers of Sigg are subject to change. They are merely an invitation to submit an offer. Orders and other agreements are therefore only concluded by written confirmation or with the start of the handover of the goods.
2. Complaints regarding the order confirmation from Sigg must be made immediately, at the latest within 8 days of receipt, and received by Sigg. The order confirmation from Sigg is exclusively decisive for the scope of delivery and service.

### III. delivery

1. Delivery shall be ex works or delivery warehouse, unless otherwise agreed. Each delivery is made ex works for the account and at the risk of the contractual partner. Sigg reserves the right to choose the type of shipment, unless a specific type of shipment has been agreed upon.
2. In the case of self-collection, the contractual partner must check whether the machine or

machine parts have been loaded properly and to give notice of any loading defects without delay.

3. Agreed delivery dates refer to the provision of the goods for handover or dispatch at the factory or distribution center.
4. Delivery deadlines are not fixed dates for Sigg. The contractual partner is entitled to withdraw from the contract if he has previously set Sigg a grace period of 30 working days in writing and at the same time threatened withdrawal.
5. The goods are subject to the European or German export license requirement when exported from the EU. A license requirement may also result from the final destination and the intended use of the goods, among other things.
6. In the event of force majeure, labor disputes, official measures, delay or failure of export permits and operational disruptions for which Sigg is not responsible, the delivery deadline or acceptance deadline will be extended without further ado by the duration of the hindrance if these circumstances were objectively unforeseeable for Sigg. If, as a result of these circumstances make the delivery or performance impossible, Sigg shall be released from the obligation to deliver. Claims for damages are excluded in these cases.
7. If, after setting a deadline of one month, the contracting party has failed to call off its order, the customer is in arrears with his order with Sigg, Sigg may withdraw from the contract or claim damages for non-performance after expiry of a grace period of 14 days. In the latter case, damages of 20% of the net purchase price can be claimed, which do not require any proof of their own. The contractual partner reserves the right to prove that no damage or significantly less damage than the agreed lump sum has been incurred. Sigg reserves the right to prove and assert damages exceeding the lump-sum compensation.
8. Contractual penalties are only effective against Sigg if they have been specified for each individual case in a special agreement. In all other cases, claims for contractual penalties by the contractual partner for exceeding delivery deadlines are excluded.

#### **IV. Instructions for use**

1. The machines and machine parts covered by the contract are independent functional units. Whether these machines and machine parts are compatible with the equipment of the contractual partner is responsible for ensuring that the equipment and machines of the contractual partner form a functional unit. It is the responsibility of the contractual partner to

check, on the basis of the data provided to him, whether trouble-free operation is guaranteed when using the machines and machine parts supplied by Sigg.

2. Since the machines and machine parts supplied are complex technical systems, both installation or attachment and repairs may only be carried out by specialists, taking into account the state of the art and the relevant standards.
3. The machines and machine parts supplied may only be operated by qualified personnel in compliance with the specifications in the operating manual.
4. Verbal information on the usability with certain machine types is non-binding and does not release the contractual partner from a detailed inspection.
5. Before installing or mounting the delivered machines, the contractual partner must inspect them thoroughly for defects.
6. When converting or repairing the machines, only original accessories and spare parts may be used or such accessories and spare parts as have been approved by Sigg in the respective individual case.

## **V. Retention of title**

1. All delivered machines or machine parts remain the property of Sigg until full payment of the remuneration and all claims arising from the business relationship, in particular also any current account balance. In the check/bill of exchange procedure, the retention of title is extended until the final redemption of the bill of exchange. The contractual partner can demand pro rata release of the securities insofar as their realizable value exceeds 20% of the claim to be secured.
2. The contractual partner must hold the machines or machine parts delivered by Sigg in safe custody for Sigg with the diligence of a prudent businessman until the transfer of ownership to him. However, he is entitled to process, combine and/or resell the machines or machine parts in the normal course of business.
3. The machining and processing of machines or machine parts delivered by Sigg but still owned by it is always carried out on behalf of Sigg, without any liabilities arising for Sigg from this. Consequently, Sigg is also the manufacturer in the sense of § 950 BGB (German Civil Code) during processing, while the contractual partner acts as an agent of Sigg. Sigg thus acquires ownership or co-ownership (§§ 947, 950 BGB) of the intermediate and end products in proportion to the value of the new object to the value of its machines or machine parts at the time of processing.

4. The contracting party shall already now - without the need for any special Sigg to the value of his delivery until all claims of Sigg have been settled, including all ancillary rights. This applies accordingly in the case of processing and combination.
5. Subject to revocation, the contractual partner is authorized to collect the receivables from the resale, etc. Sigg will not make use of its own collection authority as long as the contractual partner meets its payment obligations.
6. If requested by Sigg, the contracting party in default must notify its debtors of the assignment and provide the information required to assert its rights against its debtors and hand over the documents required for this purpose.
7. The contractual partner may neither pledge nor assign by way of security the machines or machine parts subject to retention of title. Any seizures carried out at the instigation of third parties must be notified immediately.
8. Sigg reserves the right to make the export of the delivered goods dependent on express prior consent.

## **VI Warranty**

1. Recognizable defects or incorrect deliveries must be claimed in writing within one week after delivery, but in any case before processing or installation. In the case of delivery by trucks of Sigg or carriers commissioned by Sigg, damage must be ascertained in the presence of the truck driver. Complaints which are made after resale or installation cannot be considered. Sigg accepts no liability for damage that occurs to the component during or after installation or that occurs as a result of inadequate planning or improper installation.
2. Hidden defects must be reported in writing within one week of their discovery.
3. For the elimination of justifiably complained defects of the machines delivered by us resp. Sigg may choose to repair or replace machine parts. If replacement deliveries or rectification fail or if Sigg is in default with the replacement delivery or rectification or if they require disproportionate effort, only a reduction of the purchase price can be demanded. An agreement must be reached with Sigg regarding the scope and costs before the customer remedies the damage himself.
4. The warranty period begins with the provision of the goods in the factory or delivery warehouse, but not before the agreed date. Warranty claims are subject to a limitation period of 12 months.

5. The warranty only extends to the area of intended use, as a rule - unless a different rule is agreed in individual cases - to the country in which the buyer has his residence or branch office, up to a maximum of the external EU border.

## **VII Liability**

1. If Sigg maintains production capacities at the instigation of the contracting partner and if there is a delay or non-execution for reasons for which Sigg is not responsible, the contracting partner shall also be liable for the resulting damage.
2. Claims for damages and reimbursement of expenses of the contractual partner, irrespective of the legal basis, in particular due to breach of duties arising from the contractual obligation and from tort, are excluded.
3. This shall not apply in the event of mandatory liability, e.g. under the Product Liability Act, in cases of intent, gross negligence, injury to life, limb or health. The claim for damages for the violation of essential contractual obligations is, however, limited to the foreseeable damage typical for the contract, insofar as no intent or gross negligence is involved. A change in the burden of proof to the detriment of the contractual partner is not associated with the above provisions.
4. Insofar as the contractual partner is entitled to claims for damages in accordance with this Section VII, these shall become statute-barred within one year upon expiry of the limitation period applicable to claims for material defects.

## **VIII. Terms of payment**

1. Prices are ex delivery warehouse or the company acting on behalf of Sigg, excluding freight and value added tax, unless otherwise agreed.
2. Unless otherwise agreed, Sigg's invoices are payable within 10 days of receipt of the invoice, from the invoice date without any deductions.
3. Sigg reserves the right to accept bills of exchange and checks. Acceptance is always on account of performance only. Discount charges, collection charges and all other costs are to be borne by the contractual partner and are to be paid immediately in cash. Sigg is not obligated to present, protest, etc. in due time. In the case of payments by bill of exchange or

check, the value date of the bank is considered receipt of payment, provided that the check or bill of exchange is considered cashed.

4. If the contracting party is in arrears with a due payment or if the contracting party enters into its

If, after conclusion of the contract, there is a significant deterioration in the financial situation within the meaning of § 321 BGB (German Civil Code) or if this only becomes apparent after conclusion of the contract, Sigg can demand cash payment for delivery of the goods for outstanding deliveries from current contracts, with the payment period being cancelled, or completely refrain from further deliveries and declare withdrawal from the contract after setting a grace period of 10 days or demand compensation for non-performance. This does not apply to the part of the delivery which the contractual partner has justifiably objected to or if security is provided by them.

5. In the case of payments received by the contracting party after default, interest on arrears shall be charged at the usual bank discount rate, but at least 5% above the respective discount rate of the Deutsche Bundesbank or, as of 01.01.1999, the comparable interest rate of the European Central Bank.

## **IX. Place of Jurisdiction, Applicability of German Law**

1. The contractual relations between the Parties shall be governed by German law.
2. The place of performance and jurisdiction is Lauchringen, provided that the contractual partner is a registered trader.
3. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.

## **X. General provisions**

1. The GTC of Sigg shall also be effective if - within the framework of an ongoing business relationship - it does not expressly refer to them in subsequent contracts.
2. Should any provision of these GTC be invalid, the validity of the remaining provisions shall not be affected.
3. Invalid provisions of these GTC shall be replaced by the provision that comes closest to the economic intent of the invalid clause.
4. Subsidiary agreements must be made in writing. Status 01.10.2021