

General Conditions of Sale

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Applicable to Parts and Services defined in and delivered according to an order confirmation, a sales contract or any other agreement (hereinafter referred to as the "Contract")

1. General

1.1 The present conditions form an integral part of the Contract between the Supplier hereinafter referred to as “the Supplier”, and its contracting partner, hereinafter referred to as “the Customer”, when declared applicable in the quotation, in the order confirmation or any other agreement. Derogations from these General Conditions of Sale for Parts and Services shall only be valid if agreed upon in writing by both parties.

1.2 Should any provision of these General Conditions of Sale for Parts and Services be, or be found by any court of competent jurisdiction to be, wholly or partly invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions or Parts of such provisions of these General Conditions of Sale for Parts and Services, all of which shall remain in full force and effect and the parties to the Contract shall seek an arrangement having a legal and economic effect which shall be as similar as possible to the invalid provision.

1.3 The Contract shall be deemed to have been entered into upon receipt of the Supplier’s written confirmation stating its acceptance of the order (order confirmation or other agreement).

1.4 In case of any discrepancies and/or inconsistencies between these General Conditions of Sale for Parts and Services and other general terms and conditions used or declared applicable by the Customer in relation to a Contract, these General Conditions of Sale for Parts and Services shall prevail. In case of any discrepancies and/or inconsistencies between the Contract and these General

Conditions of Sale for Parts and Services, the Contract shall prevail.

2. Prices

2.1 Unless otherwise agreed, all prices are quoted in Swiss Francs or EURO or USD net of tax, “FCA Supplier’s plant (Incoterms® 2020)”, packing not included. Transport, transport insurance and Erection All Risks insurance will be invoiced separately when contracted by the Supplier on the Customer’s behalf.

Invoices will not include any taxes, with the exception of VAT, where applicable. All taxes are for the Customer’s account.

When the Supplier takes care of the shipment of the Parts, prices for transport and transport insurance will be calculated on the basis of current rates. If these rates are modified after the date of quotation, the additional costs resulting therefrom, as well as those resulting from late delivery, are to be borne by the Customer.

2.2 The Supplier reserves the right to change selling prices if between the date of the order confirmation and that of the completion of manufacture, technical modifications should become necessary.

3. Terms of Payment

3.1 Payment shall be effected at the address of the Supplier without any deduction.

Unless otherwise agreed, payments shall be effected within 30 days from the date of invoice.

3.2 The dates of payment are to be kept even if transport, delivery, installation, start-up or taking-over of the Parts is delayed or prevented for reasons beyond

the Supplier's control, or if additional work has to be carried out or if adjustment work is necessary after delivery. The Customer waives hereby any right to set off payment with claims or rights which it might have against the Supplier.

3.3 In case of delay in the agreed terms of payment, the Customer shall be liable, without summons, to pay interest from the due date based on the rate prevailing at the Customer's domicile, however at least a rate of 4% and the Seller can suspend services and deliveries of Parts until payment is made.

3.4 If, as a result of termination by the Supplier or non-performance of the Contract for any reason whatsoever, the Supplier has to refund installments, such refund will be made in Swiss Francs or EUR or USD without interest and without the Supplier having to assume any exchange loss. Such refund will be reduced by the amount of the indemnity which the Supplier may be entitled to as a result of this termination or non-performance.

If, after conclusion of the Contract, it should appear that the Customer is experiencing financial difficulties, the Supplier reserves the right to demand guarantees, or to terminate the Contract and claim damages.

3.5 If after delivery the Customer modifies the Parts without the written consent of the Supplier, all outstanding payments become automatically payable by the Customer.

4. Technical Documentation

4.1 Technical documents such as plans, drawings, descriptions, reproductions, pictures, price lists, indications about

performance etc., are not binding. Data provided in such documents is only binding in so far as it has expressly been stipulated as such in the Contract.

4.2 Each party retains all rights to technical documents, data and information in whatever form provided to the other or obtained in the course of the performance of the sale of Parts and Services. The party receiving such documents, data and information recognizes these rights and shall not without the prior written consent of the other party make these documents, data and information available to any third party, either in whole or in part, nor use them for purposes other than those for which they were disclosed.

5. Delivery

5.1 Time of delivery of Parts and Services depends on the availability of raw material, on the manufacturing capacity and on the administrative constraints on the day of quotation. If these conditions have changed by the time of the order, the Supplier reserves the right to set a new delivery time when the order is confirmed by the Supplier. Delivery time covers the period from the order confirmation up to the date of delivery in accordance with the conditions contained in the Contract. These periods can be extended in case of events which the Supplier cannot prevent, regardless of whether they affect the Supplier or a third party. The Customer acknowledges that the deliveries may be subject to national and/or foreign laws and regulations governing export control that may delay or even prevent delivery. In such case, the Supplier may stop the ordering and delivery process with immediate effect.

5.2 It is thereby expressly agreed that in the event of late delivery, the Customer may not terminate the Contract and/or claim damages, except in case of fraud or gross negligence.

5.3 The Supplier will deliver Parts and Services at the agreed delivery time only, if stipulated payments have been regularly made, if information to be provided by the Customer to the Supplier has been supplied and if any other obligation of the Customer has been accomplished in due time. The Supplier reserves the right to cancel an order in whole or in part if the manufacture or delivery of Parts and Services has become impossible as a result of unforeseen circumstances. In such an event, the Supplier shall not be liable for any indemnity nor for any subsequent delivery.

6. Dispatch and Insurance of Parts

6.1 Unless otherwise agreed, shipment is effected by the Supplier at the expense and risk of the Customer.

6.2 It is the Customer's responsibility to conclude a transport insurance "all risks", "warehouse and platform to platform", as well as an Erection All Risks insurance. The Supplier may however buy insurances at the Customer's request and expense. In case of damage, it is the Customer's responsibility to make all necessary representations.

7. Passing of Benefit and Risk of Parts

7.1 The risk of the Parts shall pass to the Customer at the time defined by the term of the "Incoterms® 2020" which the Contract refers to; the benefits shall pass to the Customer at the same time. When

the Contract does not refer to any of these terms, the benefit and risk of the Parts shall pass to the Customer at the time of their leaving the Supplier's plant, even if the installation is carried out by the Supplier.

7.2 If dispatch is delayed or prevented for reasons beyond the Supplier's control, the benefit and risk of the Parts shall pass to the Customer at the time originally foreseen for their leaving the plant. From this moment on, the Parts shall be stored and insured for the account and at the risk of the Customer.

8. Retention of Title

8.1 The Supplier retains title of the Parts until it has received full payment in accordance with the Contract. If retention of title is subject to official registration or to the observance of any other legal requirement, the Customer shall participate in the necessary steps for the said retention. All expenses resulting from such steps shall be for the Customer's account.

8.2 During the period of the retention of title, the Customer shall, at its own expense, maintain the Parts and insure them for the benefit of the Supplier against theft, breakdown, fire, water and other risks. The Customer shall further take all measures to ensure that the Supplier's title is in no way prejudiced.

9. Regulations in Force in the Country of Destination and Safety Devices

9.1 The Customer shall notify the Supplier of all legal, administrative, technical and other provisions applicable to the design, manufacture, delivery, installation and safety. The Customer shall

demand that such provisions appear in the order confirmation or in the Contract.

9.2 The Parts and Services will comply with the provisions which the Customer has notified pursuant to Section 9.1. The Supplier reserves the right to supply, at the Customer's expense, any additional device which may become objectively necessary to comply with additional safety requirements.

10. Installation, Start-up, Training, Maintenance, Repairs and other Services

10.1 Unless otherwise agreed, the costs of installation, start-up, training, maintenance, repairs and other Services invoiced in Swiss Francs or EURO or USD, are not included in the sales price; these costs include among others:

- a) Normal working hours, waiting and travelling time;
- b) Overtime;
- c) Night, Saturday, Sunday and holiday work;
- d) Per diem allowance (Sundays and holidays included) fixed by the Supplier, as well as costs of transport from hotel to place of work;
- e) Hotel expenses including breakfast (Sundays and holidays included);
- f) The normal working hours as well as the per diem allowance for every working day during which the engineer, the technician or the instructor is unable to work for reasons beyond its control;
- g) Travelling expenses (train first class, or air ticket for travelling abroad), transportation costs for luggage and tools;

- h) Taxes paid by the engineers, technicians or instructors as well as other expenses involved in foreign travel.

10.2 The Customer agrees to take all necessary measures, at its own risk and without cost to the Supplier, to facilitate the work of the Supplier's engineer, technician or instructor during the Supplier's interventions including, but not limited to:

- a) Making the equipment available to the Supplier during the entire period of time covered by the Supplier's intervention;
- b) Providing the equipment in working order and in clean condition;
- c) Providing the assistance of one adequately trained person;
- d) Providing the necessary material to be used during the intervention;
- e) Providing the Supplier with personnel able to give the necessary information for realizing the intervention;
- f) Providing to all equipment users (including the Customer's own employees and independent contractors) all of Supplier's safety information as contained in warnings, instructions, owner's manuals, and adequately training all users in safe use and maintenance of the equipment including, but not limited to, use of safety features of the equipment such as guards and interlocks.

The provisions of the present Section apply even if, by written agreement, the installation costs are to be borne by the Supplier.

10.3 The engineers, technicians and instructors are insured against sickness and accidents (special risks excluded).

The Customer shall conclude at its own expense an Erection All Risks insurance, for the duration of installation works.

10.4 The declarations and commitments of the engineers, technicians and instructors are not binding on the Supplier.

10.5 The Supplier undertakes to perform the Services with reasonable skill and care. Any complaint about a service intervention shall be referred to the Supplier within two weeks as of its performance.

10.6 The Supplier may sub-contract part or all of the Services to an affiliate of its Group or Supplier's partner companies.

10.7 The Customer may cancel a technician's intervention by providing written notice to the Supplier at least two (2) business days before the scheduled start date. If the cancellation occurs less than two (2) business days before the scheduled start date, the Supplier reserves the right to charge a cancellation fee and any direct, justified expenses incurred up to the date of cancellation that were not reimbursed (e.g., preparation costs, material ordered, travel and accommodation).

11. Tests

11.1 The Parts are inspected by the Supplier in the course of manufacture as far as such checking is customary and possible.

11.2 If the Customer requests special tests, these shall be covered by separate written agreement. These tests shall be carried out at the Customer's expense.

12. Warranty for Parts

12.1 Inspection of the Parts and Notification of Defects

The Customer shall check the Parts as soon as possible upon delivery and immediately notify the Supplier of any defect in writing; otherwise, the Parts are deemed to be accepted.

Whenever defects appear later on, the Customer shall also immediately notify the Supplier thereof in writing; otherwise, the Parts are deemed to be accepted.

The Customer is entitled to no warranty in case of defects for which it is liable or the existence of which it knew when the parties entered into the Contract.

12.2 Warranty for Defects of Parts

Upon notice given by the Customer pursuant to Section 12.1, the Supplier agrees, at its choice, to repair or replace as quickly as possible any Parts which, before the expiry of the warranty period, are proved to be defective due to bad material, faulty design or poor workmanship. Defective Parts shall become the Supplier's property. The Supplier shall bear the costs of repairing the defective Parts either in its plant or on the site of installation, at its choice.

The defective Parts are returned to the Supplier's plant at the Customer's risk and expense, unless returned at the Supplier's request; replacement Parts shall be delivered "FCA Supplier's plant (Incoterms® 2020)", packing included, standard and not urgent transport and insurance for Supplier's account.

Excluded from Supplier's warranty and liability are non-functioning and

damage which do not result from bad material, faulty design or poor workmanship, such as for example non-functioning and damage due to normal wear and tear, to inadequate maintenance, to poor warehousing, to non-observance of Supplier's instructions, to negligence or misuse, to use of inappropriate materials, to chemical, electrolytic, electric and electronic influences, to defective installation or start-up work not carried out by the Supplier's engineers or technicians, to inadequate foundations or to inappropriate production's environment.

12.3 Liability for Express Warranties for Parts

Express warranties and particular purposes are only those which have been expressly specified as such in writing in the order confirmation or in the Contract.

If the express warranties are not or only partially achieved, or if the Parts are unfit for the Customer's particular purpose, the Customer may require the Supplier to carry out the improvements without delay during normal working days. The Customer shall give the Supplier the necessary time and opportunity for doing so.

If these improvements fail, the Customer may claim such compensation as has been agreed for such case, or, in the absence of such a specific agreement, a reasonable reduction of price. If, however, the defects are of such importance that they cannot be remedied within a reasonable time and provided that the Parts cannot be used for the foreseen use, or if such use is considerably impaired, then the Customer shall be entitled to refuse acceptance of the defective Parts or, if partial acceptance is economically unreasonable, to terminate

the Contract. The Supplier can only be held liable for reimbursing the sums which have been paid for the Parts affected by this termination. Any claim for damages on the part of the Customer is excluded, except in case of fraud or gross negligence.

12.4 Duration of Warranty for Parts

The warranty period for Parts is 12 months.

The warranty period starts when the Parts leave the works or, if the Supplier undertakes the installation, upon completion thereof. If dispatch or installation are delayed for reasons beyond the Supplier's control, the warranty period shall end not later than 18 months after the Supplier's notifications that the Parts are ready for dispatch.

The warranty expires if the Customer or a third party undertakes modifications, repairs, or transformations without the written consent of the Supplier, or if, in case of a defect, the Customer does not immediately take all appropriate steps to mitigate the damage and to enable the Supplier to remedy the defect.

The warranty also expires if the spare part is not installed by the Supplier or by any technician approved by the Supplier.

The Supplier is entitled to refuse any service intervention on Parts which have been modified by the Customer without the written consent of the Supplier.

12.5 Exclusivity of Warranty Claims

With respect to any defect of express warranty or particular purpose, the Customer shall not be entitled to any rights and claims other than those expressly stipulated in Sections 12.2 and 12.3. Consequently, any other claim for damages on the part of the Customer on this ground is excluded.

13. Specific Spare Parts Return Conditions

All claims or requests for returns must be announced in writing as soon as possible, according to the following conditions:

13.1 Claim for defective Parts according to 12.2

The Supplier undertakes to refund or exchange Parts that do not correspond to the Customer's order according to 12.2, provided that the Customer notifies the defect according to 12.1.

13.2 Logistics Claim (transport damages, quantity discrepancies)

The Customer shall check the delivery as soon as possible and notify the Supplier in writing of any visible or hidden damage, and quantity discrepancies within seven (7) days of receipt of the Parts at the latest. Supplier will inform the Customer whether the Parts need to be returned or not and undertakes, at its sole discretion, to refund or exchange these Parts.

13.3 Customer Error Claims

In the event of order errors, the Customer may request in writing a return authorization within thirty (30) days, except for:

- Any order line amounting to less than €200, or
- Items identified as specific, such as specialties, upgrades or tailor-made Parts. The Customer will be informed beforehand about the status of the Part through instructions on the offer, order confirmation or invoice. However, in the event of a return, these specific items will be returned to the Customer at its expense. Handling, transport and packaging costs will be charged to the Customer.

The costs and risks of return are to be borne by the Customer.

However, for any returned order line amounting to less than €200, restocking fees will be charged.

13.4 Return of Parts (following an intervention by the Supplier)

If the Supplier's technician has recommended the Customer to purchase Parts for a service intervention, the Customer may request in writing a return authorization within seven (7) days from the end of the intervention.

13.5 General Information on Return

Orders may be returned up to a maximum of sixty (60) days after the return authorization issuance. After this deadline, no returns or refunds are accepted.

Parts must be intact and returned in proper packaging ensuring their integrity. Only Parts in perfect condition will be credited.

14. Intellectual Property Rights

14.1 If any claim is asserted or action commenced against the Customer based upon a claim that the Parts or Services manufactured or sold by the Supplier constitute an infringement of any third party's rights, the Customer shall give immediate notice to the Supplier. The Supplier shall have the exclusive right, at its own expense, to conduct any litigation and/or settlement negotiations with respect to such claim or action. Subject to the conditions and limitations set forth below, the Supplier shall pay such portion of the damages awarded against the Customer in such action as are allocable to the infringing Parts or Services

manufactured or sold by the Supplier, to the exclusion of damages awarded for the use by the Customer of Parts or Services such as for the Customer's output and/or finished product. In no event shall the Supplier's damages for intellectual property rights violation owed to the Customer exceed the purchase price of the infringing Parts or Services, except in case of fraud or gross negligence.

14.2 If the Parts or Services are held to be an infringement in such action, the Supplier may at its sole option and expense, (a) procure for the Customer the right to continue using the Parts or Services, (b) replace the Parts or Services, (c) modify the Parts or Services, (d) refund the purchase price of the Parts or Services less reasonable depreciation and remove the Parts or Services.

14.3 The Supplier shall have no liability whatever to the Customer arising out of such claim or action, if (a) Customer does not give immediate notice to the Supplier of such claim or action, (b) Customer does not render all assistance reasonably required by the Supplier in the defense, (c) Customer interferes with the Supplier's defense, (d) the Parts or Services have been changed or altered, have been combined with equipment or Parts not manufactured by the Supplier or not sold by the Supplier together with the equipment, or have not been used in accordance with the Supplier's specifications, or (e) the Parts or Services were manufactured or sold by the Supplier in accordance with the Customer's designs or specifications.

The foregoing constitutes the Supplier's entire liability for intellectual property

rights infringement involving the Parts or Services.

15. Data Protection

Each party shall respect the applicable privacy laws. The Supplier is entitled within the implementation of this Contract to process Customer's personal data and data related to and stored in the goods by means of electronic connecting devices. The Customer agrees in particular that the Supplier may transfer such data in the Supplier's country or abroad in order to implement this Contract, to provide services to the Customer and to develop its offering of products and services. Any use or interpretation of the equipment's data which are processed directly and independently by the Customer, or any third party, do not create any responsibility of the Supplier.

16. Trade Compliance

The contracting parties comply with all applicable trade laws and similar restrictions (including for instance restrictions under article 12g of EU Council Regulation 833/2014 and under article 8g of EU Council Regulation 765/2006, and under article 14f of the Swiss Ordinance imposing Measures in connection with the Situation in Ukraine (SR 946.231.176.72) and under article 11a of the Swiss Ordinance imposing Measures against Belarus (SR 946.231.116.9)). The Supplier under no circumstance shall be held liable for negative consequences resulting from trade law violations by the Customer, such as:

- The Customer using the purchased goods (i.e. hardware, software, technology)

to engage in weapons of mass destruction or similar illegal activities;

- The Customer re-selling or otherwise transferring the purchased goods to terrorists and/or other sanctioned parties;
- The Customer violating any kind of trade laws or similar restrictions, including embargos, sanctions, export controls or customs laws.

In case this clause is violated by either party, the party being held liable for a violation shall indemnify the other party for any negative consequence suffered from such violation (i.e. penalties, fines, legal and court expenses), according to the degree of responsibility for the violation. Such violation shall constitute a breach entitling to terminate the contract. Moreover, in the case of a breach, when legally required, such violation must be reported to the competent authority as soon as a party becomes aware of the breach.

17. Exclusion of Further Liability

17.1 All rights and claims on the part of the Customer, irrespective on what ground they are based, are exhaustively covered by the present General Conditions of Sale for Parts and Services. In particular, any claims not expressly mentioned herein for damages, reduction of price, cancellation or termination of the Contract are excluded.

17.2 Except in case of fraud or gross negligence, the Customer shall in no case be entitled to claim damages such as loss of production, loss of use, loss of orders, loss of profit, loss of, damage to or corruption of data, and other direct or indirect or consequential damage.

18. Arbitration and Applicable Law

18.1 All disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce (ICC) by one or more arbitrators appointed in accordance with the said Rules of Arbitration.

The language of arbitration shall be English and the place of arbitration shall be Geneva in Switzerland.

18.2 Swiss substantive law shall apply, excluding the rules on conflict of laws and the United Nations Convention on Contracts for the International Sale of Goods (CISG).