

# General Terms and Conditions

Version: July 2022

## 1. Scope of validity

1.1. Unless otherwise expressly stipulated in writing or herein, these **General Terms and Conditions** (hereinafter referred to as the "**GTC**") shall apply to all offers, sales contracts, orders for supplies, installation or installation supervision, the commissioning and the test operation of machines and systems ("**Systems**") and remote and other services (the "**Services**") from Muller Martini AG, Untere Brühlstrasse 17, 4800 Zofingen or one of its sales partners (hereinafter collectively referred to as the "**Supplier**") to its customers ("**Purchaser**"). These GTC shall also apply to future business relations with the Purchaser, even if they are not expressly agreed again. The version of these GTC's valid at the time of conclusion of the contract (available at [www.mullermartini.com](http://www.mullermartini.com) under Impressum) shall apply. Amendments to these GTC shall be notified to the Purchaser in writing or by e-mail. The amendments shall be deemed to have been approved if the Purchaser does not object in writing to the Supplier within one month of notification of the amendment.

1.2. If a sales partner of the Supplier additionally agrees its own General Terms and Conditions as the basis for offers, purchase agreements and orders, these GTC shall take precedence over the sales partner's General Terms and Conditions.

## 2. General Provisions

2.1. The contract shall be deemed to have been entered into upon receipt of the Supplier's written acknowledgement stating acceptance of the order (order confirmation). Deemed to be equivalent are order confirmations of web shop orders by e-mail from the Supplier or the direct delivery of ordered spare parts by the Supplier. The e-mail automatically sent to the Purchaser in the web shop confirming the receipt of the order does not constitute an order confirmation within the meaning of this clause. Offers and/or quotations from the Supplier are subject to change and non-binding unless they are expressly declared as binding in the offer text.

2.2. These GTC shall be binding if declared applicable in the offer/quotation and/or in the order confirmation. Any terms and conditions stipulated by the Purchaser which are in contradiction to these GTC shall only be valid if expressly agreed in writing by the Supplier. In the event of contradictions between these GTC and the contract, the provisions of the contract shall prevail over these GTC.

2.3. All agreements and legally relevant declarations of the contracting parties must be in writing in order to be valid. Declarations in text form which are transmitted by or recorded on electronic media shall be deemed equivalent to the written form if specifically agreed by the parties.

2.4. Should any provision of these GTC prove to be wholly or partly invalid, the contracting parties shall jointly seek an arrangement which has a legal and economic effect as similar as

possible to the invalid provision. All other provisions of these GTC shall remain unaffected.

## 3. Scope of supplies and Services

3.1. The deliveries and Services of the Supplier are conclusively specified and defined in the corresponding written contract, in the order confirmation, and in the appendices thereto, and the working report prepared by Supplier's personnel. The Supplier shall be entitled to make any changes provided such changes do not affect the agreed scope of functions and do not result in a price increase.

3.2. If, after the original order, the Purchaser wishes to make changes or extensions to the scope of delivery and Services specified in the order confirmation, these shall be offered by the Supplier in writing and confirmed by the Supplier in a new order confirmation after the order has been placed. Such change orders may have an impact on the agreed delivery date of the original subject matter of the contract, which the Supplier shall point out in its offer.

## 4. Plans, technical documentation and software

4.1. Brochures and catalogues as well as information in plans, drawings, technical documents and information in electronic media (web shop, website, social media), data in software, etc. are not binding unless otherwise agreed in writing. Information in technical documents and descriptions of articles in the web shop are only binding insofar as it has been expressly stipulated as a quality of the delivery item in the order confirmation and in appendices thereto.

4.2. Each contracting party reserves all rights to plans, drawings, software and technical documents provided to the other. The receiving party recognises these rights and shall - without prior written authorisation of the other party - not make these plans, drawings, software or technical documents available to any third party, either in whole or in part, nor use them for purposes other than those for which they were handed over.

## 5. Rights and obligations of the Purchaser

5.1. The Purchaser shall, prior to placing an order with Supplier, give written notice to Supplier of the regulations and standards relating to the performance of the installation Services, the operation of the Systems, or the prevention of illness and accidents. The Purchaser shall notify the Supplier if it or a third party requires special attention during the provision of Services. Unless agreed otherwise, the Services shall adhere to the regulations and standards valid at the registered location of the Supplier.

5.2. The Purchaser shall be responsible for all measures for the prevention of illness or accidents. Should the Purchaser neglect these measures and fail to ensure the safety of the personnel, the Supplier may refuse or halt performance of the Services or installation at any time and arrange the withdrawal

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of employees. The Supplier shall also be entitled to do this if the safety or health of employees is not guaranteed for other reasons. Should any employees experience an accident or illness, the Purchaser shall provide the necessary support. Subject to Clause 11.6, the Supplier shall not be liable for any additional costs resulting from this.

5.3. The Purchaser shall be responsible to obtain the required entry and exit visas, residence and work permits, and all other authorizations for the Supplier's employees in a timely manner as well as permits for the import and export of tools, equipment, measuring and test devices, and materials and ensure that these permits are maintained until the Services or installation are concluded. The Purchaser shall bear the costs for such permits.

5.4. The Purchaser shall properly conduct the on-site preparations and other preparatory work in accordance with the documents delivered by the Supplier, if applicable. The Purchaser shall take all necessary steps to ensure that the Services or installation can begin on time and be performed without hindrance or interruption.

5.5. The Purchaser shall ensure that the transport routes to the Purchaser's site are in usable condition, that access to the Purchaser's site is guaranteed, that all necessary rights of access for pedestrians and vehicles are assured, and that the Purchaser's site is in a work-ready and safe condition.

5.6. For the duration of performance of the Services or installation, if applicable, the Purchaser shall provide lockable working rooms, common rooms, and changing rooms with heating or air conditioning for the personnel as well as appropriate sanitary facilities. The Purchaser shall furthermore provide dry, lockable storage rooms for tools, equipment, and materials. If possible, all of these rooms should be in the immediate vicinity of the installation site.

5.7. The Purchaser shall store the materials and spare parts to be installed in a protected place secure from harmful influences as per the Supplier's instructions. Prior to the performance of Services, the Purchaser shall check the materials and spare parts for completeness and damage in the presence of the Supplier and appropriately document this in writing. Missing or damaged materials or spare parts shall be re-ordered or repaired by the Purchaser or, if requested, by the Supplier. The Purchaser shall bear the costs for this.

5.8. If applicable, the Purchaser shall perform the following services at its own expense according to the Supplier's specifications:

- a) Provision of qualified specialist and support personnel with the required tools and equipment. These staff members must follow the work instructions from the Supplier's employees; in no case shall this constitute an employment or legal relationship to the Supplier;
- b) Provision of serviceable cranes and lifting devices with operating personnel, suitable scaffolding and means of transport for the conveyance of personnel and materials, relevant workshop equipment and measuring devices;

- c) Provision of the necessary expendable and installation materials, cleaning materials, and lubricants as well as small parts;
- d) Provision of the necessary electricity and lighting (including the required connections to the installation site), heating, compressed air, water, steam, and consumables;
- e) Provision of sufficient means of communications, at the very least a telephone and Internet connection;
- f) Provision of the software required by the Supplier.

5.9. For installation Services, the Purchaser shall deploy the personnel who will operate the equipment in future to help with the installation of the System in order to familiarize them with it.

5.10. The Purchaser shall be liable for damages caused by its personnel. This shall also apply if the Supplier's personnel are leading or supervising the work, unless the damage is verifiably the result of gross negligence in the issuing of instructions or supervision on the part of the Supplier's personnel. The Purchaser shall be liable for any damages caused by the materials, spare parts, tools, equipment and other resources the Purchaser has supplied. This shall also apply if the Supplier's personnel has used such items without complaint.

5.11. The Purchaser shall fulfill its obligations properly, in a timely manner, and at no cost to the Supplier. Should the Purchaser not or not entirely fulfill its obligations, the Supplier is entitled, after issuing an extension period in writing (except in urgent cases), to fulfill these tasks at the Purchaser's risk and expense independently when possible or to have them fulfilled by a third party or, after the extension period has expired without remedy, to withdraw from the contract and to demand compensation for the damages resulting from the cancellation of the contract (including lost profits). The Purchaser shall release and fully indemnify the Supplier from any claims made by third parties.

## 6. Rights and obligations of the Supplier

6.1. The Supplier is obligated to properly perform the installation Services with qualified personnel or to have them performed by a third-party subcontractor.

6.2. If the Supplier's personnel are significantly hindered in performing the installation Services for reasons out of the Supplier's control, the Supplier is entitled to order the withdrawal of their personnel. For these cases and for the case that any personnel are held back after the installation Services have been performed, the waiting time shall be billed to the Purchaser as working time at the respective hourly rates along with travel costs plus accommodation costs. The Supplier is not liable for any additional costs resulting from this.

6.3. The Supplier is entitled to conduct a hazard assessment and safety inspection before commencing the installation Services and to refuse or halt performance of the installation Services at any time if the safety of its personnel is not guaranteed or if the Purchaser does not fulfill its obligations. Clause 5.11 applies accordingly to the pecuniary consequences of the termination of installation Services.

6.4. The Supplier shall create a working report on the completed installation Services for the Purchaser.

## 7. Warning notices

7.1. Explicit statements by the Supplier's personnel to the Purchaser concerning the condition, use, safety or serviceability of the Systems as well as explicit reservations by the Supplier's personnel regarding the Purchaser's orders, instructions, or measures or regarding actual circumstances can be expressed in writing or verbally and shall be deemed to be a warning by the Supplier that releases the Supplier from all liability.

## 8. Working hours

8.1. Without prejudice to any deviating mandatory legal requirements valid at the installation site, the regular weekly and daily working times shall be determined in the contract or its components.

8.2. The regular weekly working time shall be distributed over 5 workdays. If compliance with shorter hours is required for reasons out of the Supplier's control, the regular working time shall nevertheless be invoiced.

8.3. For the organization of working time, the Supplier's personnel shall orient themselves to the operational circumstances of the Purchaser and the local circumstances. Regular daily working hours fall between 7 a.m. and 5 p.m.

8.4. Working hours performed beyond the regular weekly or daily working time are considered additional hours.

8.5. Additional hours are only permitted if mutually agreed. The additional hours should generally not exceed the daily working time by more than 2 hours and not exceed the regular weekly working time by more than 10 hours. Compliance with applicable regulations relating to labour and employment laws is absolutely mandatory.

8.6. Working hours between 11 p.m. and 6 a.m. on workdays are considered night work (excluding overtime night work). Working hours performed between 11 p.m. and 6 a.m. in addition to the regular daily working time are considered overtime night work.

8.7. Work performed on Sundays or on the weekly day of rest observed at the installation site is considered Sunday work. Work performed on the public holidays observed at the installation site is considered holiday work.

## 9. Travel time and other times considered work hours

9.1. Travel time and a reasonable work-related preparation time and processing time following travel are considered working hours as per Clause 8.

9.2. The following is considered travel time:

a) Time spent traveling to and from the installation site;

b) Time spent arriving in accommodation at the installation site and time spent on formalities such as registering arrival and departure with local authorities.

9.3. If there is no suitable accommodation near the installation site and no catering options, the daily time required to travel between the place of accommodation or boarding and the installation site, exceeding 15 minutes for a one-way trip (commuting time), shall be invoiced as working hours. All related expenses that arise as well as the costs for use of a suitable transportation option or a rental car shall be incurred by the Purchaser.

9.4. If the Supplier's personnel is hindered in performing the installation Services for reasons out of the Supplier's control or if the personnel is held back for some reason after the installation Services have been performed, the Supplier shall be entitled to invoice the waiting time as working time. All usual costs that arise in this context shall also be incurred by the Purchaser. The same shall apply to other downtimes that are out of the Supplier's control.

## 10. Prices

10.1. The installation Services shall be invoiced according to the agreed hourly rates, assuming no flat rate has been agreed. This especially applies to technical documents, inspection reports, expert opinions, evaluation of measurements etc. that must be prepared in relation to the contract.

10.2. Unless otherwise agreed, all prices shall be deemed to be net, ex works, excluding packaging, in freely available USD without any deductions whatsoever. Any and all additional costs, such as, but not limited to, freight charges, insurance premiums, fees for export, transit, import and other permits, as well as certifications, shall be borne by the Purchaser, unless they are explicitly listed as included in the order confirmation. Likewise, the Purchaser shall bear any and all taxes, levies, fees, social security contributions, customs duties, certificates and the like, especially for installation Services performed outside Switzerland, as well as the related administrative costs which are levied out or in connection with the contract or its fulfillment. Insofar as such costs, taxes, etc. are charged to the Supplier or to persons employed or appointed by the Supplier to perform any of its obligations, they shall be refunded by the Purchaser upon presentation of the receipts. In the web shop the net prices of the items without taxes or other costs are listed. In the order confirmation of a web shop order, the delivery costs and the value-added tax are shown separately. The Supplier shall bear its own profit tax. The sales tax shall be shown separately and borne by the Purchaser. Should the Supplier incur any taxes, duties, fees, social security contributions and the like or should any administrative costs arise, these must be reimbursed by the Purchaser within 30 days following submission of a copy of the relevant documents.

10.3. The Supplier reserves the right to adjust prices if wage rates or material prices change between the time of the offer and the fulfillment of the contract.

10.4. An appropriate price adjustment shall also be made if

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- a) The delivery time has been subsequently extended due to any reason stated in Clause 13.6; or
- b) The nature or scope of the agreed supplies or Services have changed; or
- c) The material or the execution has undergone changes because any documents supplied by the Purchaser were not in conformity with the actual conditions or were incomplete; or
- d) An amendment has been made to laws, regulations or the principles of interpretation or application.

#### 10.5. Work invoiced by expense

The installation Services shall be invoiced as follows:

##### 10.5.1. Personnel costs

The Purchaser shall sign the working report created by the Supplier's personnel in accordance with Clause 6.4. Should the Purchaser fail to sign the report in a timely manner, or at all, the notes recorded by the Supplier's personnel shall serve as the basis for invoicing.

The agreed hourly rates apply for the expended working time, overtime, night work, overtime night work, Sunday work, holiday work, travel time and other times considered work hours. In the absence of such an agreement, the usual rates charged by the Supplier shall serve as a basis.

For work to be performed under difficult conditions, e.g. at extreme heights or depths, or if protective suits or respiratory protective devices must be worn, the question of whether an additional charge is levied and in which amount at the applicable rates is to be settled by an agreement between the contractual parties.

##### 10.5.2. Travel expenses

The costs for travel to and from the installation site as well as for trips within the country of operation with a transportation mode to be selected by the Supplier, including the necessary ancillary costs such as for insurance, freight, customs, luggage, passport and visa fees, the issuing of entry permits, residence permits, work permits, and all other permits for the Supplier's personnel, medical examinations upon departure and return as well as for vaccinations required by the Supplier's personnel shall be invoiced to the Purchaser at cost.

The choice of comfort class for the transportation mode shall be agreed separately. In the absence of such an agreement, the Supplier's usual policy for their own employees shall apply.

##### 10.5.3. Accommodation expenses

The Purchaser shall ensure access to sufficient catering for the Supplier's personnel as well as proper, lockable individual accommodation with heating or air conditioning at the installation site or in the close vicinity thereof. The room and board must correspond to at least the United States mid-range standard.

The parties shall negotiate an agreement on who will cover the room and board costs as well as ancillary costs such as for

drinks and laundry. Should the Purchaser cover these costs, they will be invoiced at the agreed accommodation rates.

The parties shall agree on a maximum increase of the accommodation rates for the event of the living expense in particular rising before or during performance of the Installation Services or for the accommodation rates being insufficient for some other reason.

With the prior written agreement of the Supplier, the Purchaser may pay the accommodation costs directly to the Supplier's personnel.

##### 10.5.4. Visit trips

The right to visit trips is subject to the valid regulations at the Supplier's registered location. In the absence of such regulations, the parties shall agree on when a right to visit trips is constituted (starting at what duration of absence) and how the expenses, especially travel costs and time for the outward and return journey, are to be divided between the parties.

##### 10.5.5. Costs for tools and equipment

The Supplier shall provide its personnel with the usual hand tools required to perform the installation Services, the use of which is contained in the personnel costs in accordance with Clause 10.6.1. The use of additional tools, equipment, measuring and inspection devices and other materials shall be billed according to the rates agreed for this.

The Purchaser has no right to withhold tools, equipment, measuring and inspection devices and other materials.

The parties shall agree who pays for transport and insurance costs as well as all expenses, duties, and fees, especially relating to the import and export of tools, equipment, measuring and inspection devices, and materials.

##### 10.5.6. Costs for consumables and installation materials

Unless agreed otherwise, consumables and installation materials supplied by the Supplier will be invoiced at cost.

##### 10.5.7. Costs resulting from accidents or illness

Should the Supplier's personnel suffer any accident or illness, the Purchaser shall ensure access to the proper required medical treatment and care, which shall not affect the Supplier's right to order the withdrawal of its personnel at any time. The Supplier shall bear all medical expenses.

In the event of Supplier's personnel suffering any accident or illness, the accommodation costs are to be paid as long as the personnel is present by the respective party who is obligated as per Clause 10.3.3. If the ill or injured employee's recovery is expected to take longer than ten (10) days, the Supplier shall organize and bear the cost of an equivalent replacement for the affected employee.

#### 10.6. Work performed at package price

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The package price covers the installation Services to be performed by the Supplier as agreed in writing.

Should the Purchaser fail to properly perform the preparatory work or Services or not do so in a timely manner, the Supplier shall be entitled to compensation for the additional costs. The Supplier shall also be entitled to compensation if the Supplier's personnel is hindered in performing the Installation Services or held back for some reason after the installation Services have been performed.

All other costs incurred by the Supplier due to circumstances out of its control such as a subsequent change to the agreed installation Services, waiting times, downtimes, reworking or travel shall also be borne by the Purchaser and invoiced at cost.

## 11. Terms of payment

11.1. Payments shall be made by the Purchaser at the Supplier's domicile according to the agreed terms of payment, without any deduction for cash discount, expenses, taxes, levies, fees, customs duties and the like. For Services and spare parts, payments shall be made in full within the payment period stated in the invoice, unless otherwise agreed. For machinery and equipment, the price shall be paid in the following instalments, unless otherwise agreed:

30.00% DUE WITH ORDER

60.00% DUE THIRTY (30) DAYS PRIOR TO SHIPMENT

10.00% DUE UPON PRODUCTION OF FIRST SELLABLE  
PRODUCT

11.2. Installation Services with a longer duration shall be invoiced on a monthly basis. If separately agreed, the Supplier shall be entitled to demand a down payment or other security (e.g. bank guarantee) in the agreed amount.

11.3. The payment obligation shall be deemed to be effected when Swiss francs, or agreed foreign currency, have been made freely available to the Supplier at the Supplier's domicile. If payment by bill of exchange or by Letter of Credit is agreed, the Purchaser shall pay the cost of discounting such bills, bill of exchange tax and collection charges and the costs of issuing, notifying and confirming the Letter of Credit. The Letter of Credit must be opened by the Purchaser latest at receipt of the order confirmation.

11.4. The Purchaser may not withhold, reduce, or clear any payments due to objections, claims, or counterclaims not recognized in writing by the Supplier. The dates of payment shall also be observed if transport, delivery, installation, commissioning or acceptance of the supplies or Services is delayed, made impossible, or prevented due to reasons beyond Supplier's control, or if unimportant parts and functions are missing or if post-delivery work is to be carried out which does not prevent the supplies from being used.

11.5. If the advance payment or the contractually agreed securities are not provided in accordance with the terms of the contract, the Supplier shall be entitled to adhere to the contract or to terminate the contract, and shall in both cases be entitled

to claim damages, including lost profits. If the Purchaser, for any reason whatsoever, is in delay with a further payment, or if the Supplier is seriously concerned that it will not receive payments in total or in due time because of circumstances having taken place since entering the contract, the Supplier, without prejudice or being limited in its rights and remedies provided for by law, shall be entitled to refuse further performance of the contract and to retain deliveries that are ready for dispatch until new payment and delivery conditions have been agreed and the Supplier has received sufficient securities or payment. If such an agreement cannot be reached within a reasonable period of time, or if the Supplier does not receive adequate securities or payment, the Supplier shall be entitled to terminate the contract and to claim damages, including lost profits.

11.6. Should the agreed payment periods not be met, default interest shall be due without a separate warning and with a reservation of the right to assert further claims. The interest rate is based on the usual interest used at the domicile of the Supplier, but at least 5% annually (or, if lower, the highest rate then allowed under applicable usury laws). The payment obligation as agreed in the contract shall remain unaffected.

## 12. Reservation of title

12.1. The Supplier shall remain the owner of all supplies until it has received full payment in accordance with the contract.

12.2. The Purchaser shall cooperate in any measures necessary for the protection of the Supplier's title. In particular, upon entering into the contract, Purchaser authorises the Supplier to enter or notify the reservation of title in public registers, books or similar records, all in accordance with the relevant national laws, and to fulfil all corresponding formalities, at the Purchaser's expenses.

12.3. During the period of the reservation of title, the Purchaser shall, at its own cost, maintain the supplies and insure them for the benefit of the Supplier against theft, breakdown, fire, water and other risks. The Purchaser shall further take all measures to ensure that the Supplier's title is in no way compromised or restricted.

## 13. Delivery time of supplies and execution period of installation Services

13.1. The obligation of an execution period for installation Services shall require a corresponding written agreement, particularly regarding the scope of performance. The execution period begins as soon as the Supplier considers the preconditions for performance of the installation Services to have been fulfilled.

13.2. The execution period is considered to have been kept if the Systems are ready for regular operation when the period ends. This also applies if individual parts of the Systems or documentation are missing or if individual subsequent work tasks must still be performed on the Systems.

13.3. Spare parts orders received from Monday to Friday during office opening hours (07:30 - 17:00 Eastern Standard Time) will be delivered on the same day using the delivery method

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chosen by the Purchaser (Economy or Express), provided the ordered parts are in stock. Items not in stock will be delivered as soon as possible. The expected delivery date for these items is shown in the web shop no later than 48 hours after ordering.

13.4. Delivery periods that are not expressly designated as binding are non-binding. The delivery period shall start as soon as the contract is entered into, the Purchaser has fulfilled all agreed obligations to cooperate (in particular, has provided all documents and information required for the determination of the content of the order, insofar as the Purchaser is required to provide such documents and information in accordance with the contract), has made the advance payment, has obtained all official formalities such as import, export, transit and payment permits, has made the payments and provided any securities required for the order, has settled the essential technical points and, in the case of machine supplies, has signed a definitive installation plan. The delivery time shall be deemed to be observed if by that time the Supplier has sent a notice to the Purchaser informing it that the supplies are ready for dispatch.

13.5. Compliance and adherence to the execution period and with the delivery time of supplies are conditional upon, and presupposes the Purchaser's fulfilment of its contractual obligations to the Supplier.

13.6. The parties shall agree on an appropriate extension of the execution period and/or delivery time taking account of the following circumstances:

- a) If the information required by the Supplier for the performance of the contract is not received in time, or if the Purchaser makes subsequent changes thereto, thereby causing a delay in the delivery of the supplies or Services;
- b) if the Purchaser does not fulfill its contractual obligations or fails to do so in a timely manner, especially the obligations pursuant to Clause 5. or the payment obligations pursuant to Clause 11;
- c) If hindrances occur which the Supplier cannot prevent despite exercising the required care, regardless of whether they affect the Supplier, the Purchaser or a third party. Such hindrances include, but shall not be limited to, pandemics & epidemics, mobilisation, war, civil war, acts of terrorism, riots, political unrest, revolutions, sabotage, serious breakdown in the works, accidents, labour conflict, late or deficient delivery by subcontractors of raw materials, semi-finished or finished products, the need to scrap important work pieces, actions or omissions by any authorities or state or supranational bodies, embargoes, unforeseeable transport problems, fire, explosion, natural catastrophes;
- d) If the Purchaser or a third party is behind schedule with work it has to execute, or with the performance of its contractual obligations, in particular if the Purchaser fails to observe the terms of payment, or if the installation start date cannot be met;
- e) if other circumstances arise that are out of the Suppliers control.

13.7. The Purchaser shall be entitled to claim liquidated damages for delayed supplies or installation Services insofar as it can be proven that the delay has been caused through the fault

of the Supplier and that the Purchaser has suffered a loss as a result of such delay. If substitute material can be supplied to accommodate the Purchaser, the latter is not entitled to any damages for delayed supplies. Damages for delayed delivery of supplies or of installation Services shall not exceed 0.5% for each full week of delay, and shall in no case whatsoever altogether exceed 5% of the corresponding contract price of the part of the supplies in delay or for installation Services, charged on the contractual price for the installation Services for the portion of the System that cannot go into operation on time due to the delay. No damages at all shall be due for the first two weeks of delay. After reaching the maximum liquidated damages for delayed delivery of supplies or Services, the Purchaser shall grant the Supplier a reasonable extension of time in writing. If such an extension is not observed for reasons within the Supplier's control, the Purchaser shall have the right to reject the delayed part of the supplies or Services. If a partial acceptance is economically not justified on the part of the Purchaser, the latter shall be entitled to terminate the contract and to claim refund of the money already paid against return of the deliveries supplied.

13.8. If a specific date has been fixed instead of a delivery period, this date shall be equivalent to the last day of a delivery period; Clause 13.1 to 13.6 apply by analogy.

13.9. Any delay of the delivery of supplies or Services does not entitle the Purchaser to any rights and claims other than those expressly stipulated in this section 13. This limitation does not, however, apply to unlawful intent or gross negligence on the part of the Supplier, but does apply to persons employed or appointed by the Supplier to perform any of his obligations.

13.10. The Supplier shall be entitled to claim compensation from the Purchaser for any delay in delivery for which the Supplier is not responsible. This compensation includes verifiable additional costs of the Supplier, such as, but not limited to, costs for interim storage. Compensation for delayed delivery shall not exceed 0.5% for each full week of delay, and shall in no case whatsoever altogether exceed 5% of the contract price of the part of the supplies in delay. No damages at all shall be due for the first two weeks of delay.

## 14. Packaging

14.1. The packaging shall be invoiced separately by the Supplier and shall not be returnable. However, if it is declared as the Supplier's property, it shall be returned by the Purchaser, carriage paid, to the place of dispatch.

## 15. Passing of benefit and risk

15.1. Unless otherwise stipulated in the order confirmation, benefit and risk of the supplies shall pass to the Purchaser by the date of their leaving the works at the latest. The Purchaser shall bear the risk of accidental damage to or accidental loss of the Systems as well as the materials, spare parts, tools, equipment, and all other resources provided by the Purchaser

15.2. If dispatch is delayed at the request of the Purchaser or due to reasons beyond Supplier's control, the risk of the supplies shall pass to the Purchaser at the time originally foreseen for their leaving the works. From this moment on, the supplies shall

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be stored and insured on the account and at the risk of the Purchaser.

15.3. The Supplier may demand payment of the agreed prices even if the installation Services cannot be or can only partially be performed as a result of damage to or loss of the Systems.

## 16. Acceptance of installation Services

16.1. The installation Services are ready for acceptance once the Systems are ready for regular operation. The installation Services are also considered ready for acceptance even if individual parts of the Systems or documentation are missing or if subsequent work on the same is still required, or if the Systems cannot be put into operation for reasons beyond the Supplier's control.

16.2. As soon as the Supplier notifies the Purchaser that the installation Services are ready for acceptance, the Purchaser shall verify this in the presence of a representative of the Supplier. A written acceptance report shall be produced which must be signed by both parties. Any faults are to be recorded in the report by the Purchaser. If the Purchaser refrains from doing so, the acceptance and approval of installation Services is considered to have occurred. Insignificant faults do not entitle the Purchaser to refuse acceptance of the installation Services.

16.3. Acceptance is considered to have occurred,

- a) if the acceptance cannot take place on the agreed date for reasons beyond the Supplier's control; or
- b) if the Purchaser refuses to sign a commissioning report; or
- c) as soon as the Purchaser starts up the Systems; or
- d) if the Purchaser refuses the acceptance without being entitled to do so.

16.4. If the Supplier is responsible for faults discovered during acceptance; Supplier shall rectify the faults as quickly as possible. The Purchaser must give the Supplier sufficient opportunity to do so. The acceptance of subsequent repair work shall be subject to Clause 16.2. accordingly.

16.5. The claims of the Purchaser resulting from or in relation to faults in the installation Services are expressly and conclusively regulated in this Clause 16. Any additional claims shall be excluded. This limitation of liability does not apply in the event of gross negligence or unlawful intent on the part of the Supplier.

## 17. Shipping, transport and insurance

17.1. The Supplier shall be notified in good time of any special requirements regarding dispatch, transport and insurance. Unless otherwise agreed in the order confirmation, transportation shall be at the Purchaser's expense and risk.

17.2. Objections regarding shipment or transport shall be immediately submitted by the Purchaser to the last carrier upon receipt of the supplies or of the shipping documents.

17.3. The Purchaser shall be responsible for proper insurance of the supplies against damage of any kind.

17.4. The Purchaser shall be responsible for insuring and bringing the supplies from the unloading place of delivery to the place of installation.

## 18. Return of spare parts

18.1. Unused spare parts may be returned by the Purchaser subject to the prior written approval of the Supplier within a maximum of 30 days of receipt of the goods. Before returning the parts, the Purchaser must contact the Supplier at [parts@us.mullermartini.com](mailto:parts@us.mullermartini.com) to authorize the return. A handling charge of 18% of the original order value of the parts (excluding ancillary costs) will be levied on returns of spare parts, which will be offset against the credit note.

18.2. The spare parts must be returned in the original packaging and in unused condition. The authorization of return must be enclosed. The amount of the credit note will be determined after the Supplier has checked the returned goods.

18.3. In the case of defective spare parts delivered, the Purchaser must inform the Supplier immediately and, if necessary, provide evidence of the defect at the Supplier's request (e.g. by means of photos). These parts shall be replaced immediately by the Supplier without further costs for the Purchaser.

## 19. Inspection and acceptance of the supplies and the scope of functions

19.1. As far as being normal practice, the Supplier shall inspect the supplies and Services before dispatch. If the Purchaser requires further testing, this has to be specially agreed upon and paid for by the Purchaser.

19.2. The Purchaser shall inspect the supplies and the functional scope within a reasonable period of time after notification of readiness for acceptance and shall immediately notify the Supplier of any deficiencies in writing. If Purchaser fails to do so, the supplies and the functional scope shall be deemed to have been approved.

19.3. The Supplier shall remedy the defects notified to Supplier in accordance with Clause 19.2 as soon as possible and the Purchaser shall give Supplier the possibility to do so. After remedy of such deficiencies, an acceptance test shall be carried out at the request of the Purchaser or the Supplier in accordance with Clause 19.4.

19.4. Subject to Clause 19.3, the execution of an acceptance test (functional test), as well as the stipulation of the conditions related thereto require a special agreement. In the absence of such an agreement the following shall apply:

- a) The Supplier shall notify the Purchaser in good time of the execution of the acceptance test so that the Purchaser or its representative can attend.
- b) An acceptance report shall be prepared which shall be signed by both the Purchaser and the Supplier or by their representatives. Such report shall either state that

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the acceptance has taken place, or that it has taken place under reservations, or that the Purchaser has refused it. In the latter two cases, the deficiencies shall be listed individually in the report.

- c) In case of insignificant deficiencies, in particular those which do not substantially hinder the efficient functioning of the supplies or Services, the Purchaser shall not be entitled to refuse acceptance of the supplies or Services and refuse to sign the acceptance report. The Supplier shall remedy such deficiencies without delay.
- d) In the event of significant deviations from the contract or serious defects, the Purchaser shall give the Supplier the opportunity to remedy these within a reasonable period of time. A further acceptance test shall then take place. If this again reveals significant deviations from the contract or serious defects, the Purchaser may demand a price reduction, compensation payment or other Services from the Supplier if the contracting parties have agreed on these. If, however, the defects or deviations revealed by this inspection are so serious that they cannot be remedied within a reasonable period of time and the supplies and the scope of functions are not usable for the notified purpose or are usable only to a considerably reduced extent, the Purchaser shall be entitled to refuse acceptance of the defective part or, if partial acceptance is economically unreasonable for Purchaser, to withdraw from the contract. The Supplier can only be obliged to refund the amounts paid to Supplier for the parts affected by the withdrawal.

#### 19.5. Acceptance shall also be deemed completed

- a) If the Purchaser does not participate in the acceptance despite being requested in advance to do so;
- b) If the acceptance test cannot be carried out on the scheduled date due to reasons beyond Supplier's control;
- c) If the Purchaser refuses acceptance without being entitled to do so;
- d) If the Purchaser refuses to sign an acceptance report prepared in accordance with Clause 19.4;
- e) As soon as the Purchaser uses the supplies or Services.

19.6. Deficiencies of any kind in supplies or Services shall not entitle the Purchaser to any rights and claims other than those expressly stipulated in Clauses. 19.4 and 25 (Warranty, Liability for Defects).

## 20. Export control

20.1. The Purchaser recognizes that the supplies and Services are subject to Swiss and/or foreign statutory provisions and rules regarding export controls, that there may be government authorization requirements, and that an end-use declaration may be required. This can mean that some goods, software, technologies (technical data) etc. may not be exported without an export or re-export permit from the responsible public authority, nor may they be used for a purpose other than the agreed purpose. The Purchaser undertakes to comply with such provisions and rules. Purchaser acknowledges that such

regulations can change and apply to the contract in their respectively valid versions.

20.2. The installation Services may not be used, directly nor indirectly, in any kind of connection with the construction, production, use, or storage of chemical, biological, or nuclear weapons or carrier systems.

## 21. Data protection

21.1. The parties agree that the Purchaser is the responsible party for data processing who ensures compliance with the applicable privacy laws, particularly pertaining to legally compliant processing of personal data. The Supplier processes personal data on behalf of the Purchaser and only undertakes to fulfill those obligations resulting from the applicable privacy laws that are expressly directed at processing parties. The Supplier acts according to instructions from the Purchaser.

21.2. The employees of the parties who are involved in the processing of personal data shall be informed of the sensitive nature of personal data, have received appropriate instructions regarding their obligations, and have signed written confidentiality agreements.

21.3. The Purchaser agrees it may not refuse or delay its consent to changes to this privacy clause and/or to additional data processing or data protection agreements and their application to the Installation Services performed by the Supplier from time to time. This particularly applies to changes that the Supplier reasonably deems to be necessary in order to comply with the applicable privacy laws and regulations and/or the directives of a responsible supervisory authority.

## 22. Software

22.1. If the supplies and Services delivered by the Supplier include software, the Purchaser is granted the non-exclusive and non-transferable right to use the software together with the delivery item as intended, unless otherwise agreed. The Purchaser is not entitled to make copies (unless for archiving purposes, troubleshooting or replacing faulty data carriers) or to edit the software. In particular, the Purchaser may not disassemble, decompile, decrypt or reverse engineer the software without the prior written consent of the Supplier.

22.2. All other terms and conditions relating to the use of software are set out in the "General Terms and Conditions for the Use of Software" of the Supplier in the version valid at the time of conclusion of the contract. The current valid version is available on the website [www.mullermartini.com](http://www.mullermartini.com) under "Impressum" and forms an integral part of these GTC.

## 23. Digital service support

23.1. In order to optimally support the commissioning and operation of the machines at the Purchaser's site, the Supplier requires the operational use of the Remote Service Portal ("RSP") - a remote access connection using a secure channel. The commissioning of the remote access connection takes place - re-



ardless of whether the Purchaser has purchased a further remote contract or not - before the production start. The Purchaser provides the Supplier with Internet access for this purpose.

23.2. If it is not possible to establish a remote connection to the system for reasons beyond Supplier's control, this may lead to restrictions in the Supplier's Services to the Purchaser in the form of increased response times, additional costs in the event of service or impediment / impossibility of support.

23.3. The Supplier is entitled to transmit via RSP non-personal machine data as a basis for Services and product improvements using a secure connection and to store and evaluate these data in a protected manner. The use of this data is neither temporally nor territorially limited. When collecting and using this data, the Supplier shall comply with all legal provisions and existing contractual non-disclosure agreements and shall consider the data protection provisions in accordance with Clause 21.

23.4. The Purchaser is obliged to reliably protect its IT resources and network against cyber-attacks and to report any incidents to the Supplier without delay.

23.5. If the Purchaser or any third party authorized by the Purchaser carries out Services or analysis work on the supplies and establishes electronic connections to the machine control system, the Purchaser is responsible to ensure that cyber security is maintained.

23.6. Supplier is released from its obligation to provide Remote Line Services if no connection can be established with the Purchaser's system for reasons for which Supplier cannot be held responsible. This in particular applies if the internet connection is interrupted or a system is infected by viruses, Trojan horses or similar malware. Remote Services cannot replace regular maintenance and operational safety checks of the machines / equipment.

23.7. The fact that the machine is connected to the Remote Line service portal does not guarantee that fault can be diagnosed or remedied by Remote Line. Supplier informs the Purchaser if the machine cannot be repaired (fully) through its telecommunication measures and telephone support.

23.8. At the request of the Purchaser, Supplier recommends other maintenance or repair measures to restore the proper operation of the machine and helps the Purchaser with their implementation.

23.9. If requested by the Purchaser, these Services are provided by a Supplier technician. Supplier provides such additional Services against payment of an additional, performance-based fee calculated in accordance with Supplier's current rates and based on these GTC and its - supplementary -payment conditions.

23.10. The range of functions and the connected machines is specified in the network plan for the equipment, but varies according to the machine. The Purchaser is aware of and accepts the fact that the range of functions can change over time. The range of Remote Line functions currently specified by

Supplier that can be handled technically by the machine in question is deemed to be the agreed range of functions.

23.11. The availability and scope of the Remote Line Services are governed by the contract concluded between the Purchaser and the competent sales representative as well as these GTC.

23.12. The Purchaser is responsible for the provision and maintenance of the IT infrastructure needed to perform the Services, and must in particular provide internet access that complies with Supplier's technical system specifications. This obligation does not apply to the hardware and software components provided by Supplier.

23.13. The remote system must always be switched on to ensure the availability of the remote connection. This is periodically monitored by Supplier.

23.14. Data transfer: The parties are responsible for the maintenance and operation of their equipment. The Services are based on the state of the data transfer technology at the time the contract is concluded. This will be adjusted to technical progress as needed. Supplier defines the minimum requirements regarding the data connection such as bandwidth, transfer protocol etc. The Purchaser must bear the resulting costs, e.g. the costs for the data connection and the data transfer.

23.15. User identification: The Purchaser's employees need a password to use Remote Line. The Purchaser must ensure that the passwords and all relevant user identification parameters can only be accessed by authorized persons. Passwords are confidential and may not be disclosed to third parties. If required, a multi-factor authentication is needed.

23.16. Everybody who uses a password to identify themselves is deemed an authorized person by Supplier and all entries made or instructions given by users who identified themselves in this manner are deemed to have been made by the Purchaser.

23.17. Confidential treatment incl. consent of Purchaser to use of Purchaser data by Supplier: After the installation of the goods delivered at Purchaser's site and connection to the Remote Services-System these goods delivered transmit data at regular intervals. Such data are used for purposes of trouble shooting and failure analysis in case of malfunctions, continuous quality improvement of the goods delivered and Purchaser Relationship Management. The extent of the data transmitted depends on the functionality of the machine.

The following data could be exchanged

- a) Diagnosis Data (e.g. status- and fault messages, counter values etc.)
- b) Environmental data (e.g. temperature, humidity etc.)
- c) Operational data (machine status, machine speed etc.)
- d) Specific technical data such as software versions, licenses, machine configuration and technical job data etc.)

23.18. Business related job data and personal data are not transmitted.

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23.19. However, business related job data pertaining relevant product-related data may be exchanged as part of the technical support.

23.20. The Purchaser expressly consents with placing the order to the collecting, transfer, saving and use of Purchaser data by Supplier and its affiliated companies. Supplier undertakes to treat Purchaser data confidentially.

23.21. Supplier may use general know-how unrelated to any specific products that is gained from the operation of the Remote Line service to improve its own products and Services.

23.22. Protection against malware: Supplier and the Purchaser will implement state-of-the-art technical measures to protect the systems of Supplier and the Purchaser against malware attacks ("malware").

23.23. Initialization mode: When needed, Remote Line support is initialized by a service request or a telephone call by the Purchaser to the local service organization. Supplier needs direct access to the machine control in order to make any changes and solve problems. The Purchaser consents to this procedure by transmitting a service request to machine control or the remote terminal. Such a connection can also be permanently established during commissioning of the machine or separately when agreed by the Purchaser.

23.24. Support for error messages: The Purchaser undertakes to actively help and support Supplier when it diagnoses faults and takes corrective action by remote maintenance.

23.25. The Purchaser must stay with the machine during the entire maintenance process and remain in constant communication with Supplier's service technician.

23.26. The Purchaser must help to remedy errors as much as possible. The Purchaser must provide technically trained staff to do this. Support for error messages is given in German or English as requested by the Purchaser. Support availability in the other local languages cannot be guaranteed.

23.27. If Supplier provides faulty "Remote Line" Services and a Purchaser machine is damaged, its functions are impaired or an existing defect is made worse through the service by Remote Line, the Purchaser must inform Supplier without delay and provide a detailed description of the error. Supplier will then try to remedy the situation by performing the Services set out in section 1.

23.28. Guarantee of security / supervisory obligations: The Purchaser must inform Supplier without delay if the "Remote Line" Services could endanger persons and property.

23.29. If needed to ensure the performance of the Services, the Purchaser must provide tools and specialists trained in the operation of the equipment free of charge.

## 24. Licensing of "Remote Line" Software

24.1. Right of use: The Purchaser is given a simple, time-limited and non-exclusive right to use the software program for the term of the "Remote Line" contract.

24.2. Limited right of use / software integrity: Unless otherwise provided by the Swiss Copyright Act (URG) and/or the *Copyright Law of the United States (the Copyright Act of 1976)*, the right of use granted to the Purchaser in particular does not include the right to alter the software in whole or in part, to translate, reverse engineer, further develop, decompile or disassemble the software or to produce work derived from the software. The Purchaser is also not authorized to issue sub-licenses.

24.3. The Purchaser further undertakes to refrain from changing or removing Supplier's designation, copyright notices, ownership notices and license conditions.

24.4. Software defects: The Purchaser is aware of the fact that it is currently technologically impossible to guarantee the error-free and uninterrupted operation of the software. The technical data, specifications and service descriptions provided in Supplier's user manuals and other documentation do not serve as guarantees.

Supplier will deliver and maintain the software in a condition that guarantees its use in accordance with the contract. The maintenance obligation does not include the adjustment of the software to changed operational conditions and technical and functional developments such as changes to the IT environment, in particular changes to the hardware or operating system, changes needed to live up to the functions offered by competitors' products, or changes to ensure compatibility with new data formats. No-fault liability for damages for defects that already existed when the contract was signed is excluded.

24.5. Commercial property rights of third parties: The Purchaser must inform Supplier in writing without delay of any claims asserted by third parties based on the alleged infringement of intellectual property rights pertaining to Remote Line.

If necessary, the Purchaser will authorize Supplier to ward off third-party claims and provide Supplier with appropriate and reasonable support. If Supplier considers the third-party claims to be justified, Supplier can choose whether to acquire the rights to continue to use the software at its own cost, make reasonable changes to the software or exchange the software, or indemnify the Purchaser against third-party claims arising from the contractual use of the software.

24.6. Supplier is authorized to assign rights and obligations under the "Remote Line" contract to third parties.

## 25. Warranty, liability for defects

### 25.1. Warranty period

Unless otherwise agreed, the warranty period for delivery of supplies and the provision of Services shall be 12 months. It starts with the readiness for production at the Purchaser's premises, or in the case of installation Services, after acceptance of the installation Services. If dispatch, acceptance or installation are delayed due to reasons beyond Supplier's control, the warranty period shall end not later than 18 months after Supplier's notification that the supplies are ready for dispatch and for the installation Services, 18 months after the installation Services

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have been concluded. For replaced or repaired parts, the warranty period starts anew and lasts 12 months from replacement, completion of repair or from acceptance, but not longer than the expiry of a period double the warranty period stipulated in the preceding paragraph. The warranty expires prematurely if the Purchaser or a third party undertakes modifications or repairs or if the Purchaser, in case of a defect, does not immediately take all appropriate steps to mitigate the damage and give the Supplier the possibility to remedy the defect.

**25.2. Liability for defects in material, design and workmanship**  
Upon the written request of the Purchaser, the Supplier may choose to repair or replace as quickly as possible any parts of the supplies which, before the expiry of the warranty period, are proven to be defective due to bad material, faulty design or poor workmanship. Replaced parts shall become the Supplier's property if it does not explicitly renounce this. Under restriction of proportionality, the Supplier shall bear the costs of remedying the defective parts provided that they do not exceed the customary costs of transport, personnel, travelling, accommodation, dismantling and reassembly of the defective parts.

**25.3.** Should the installation Services prove to verifiably have been performed in an improper or not careful manner before expiration of the warranty period, the Supplier shall perform subsequent improvements for the affected installation Services within a reasonable period after receiving written notice from the Purchaser, as long as the Purchaser has immediately reported the faults to the Supplier in writing after their discovery during the warranty period and the faults were not apparent during the acceptance. The Supplier shall bear the costs they incur for subsequent improvements.

**25.4.** A corresponding warranty for installation Services performed by the Purchaser's personnel is only granted by the Supplier if the faults verifiably resulted from gross negligence in the issuing of instructions or supervision by the Supplier's personnel.

**25.5. Liability for express warranties**

Express warranties are only those which have been expressly specified as such in the order confirmation or in the specifications. An express warranty is valid until the expiry of the warranty period at the latest. If an acceptance test has been agreed, the warranty shall be deemed to have been fulfilled as soon as the test results prove the relevant characteristic. If the express warranties are not or only partially achieved, the Purchaser may first of all require the supplier to carry out the improvements immediately. The Purchaser shall give the Supplier the necessary time and possibility to do so. If these improvements fail completely or in part, the Purchaser may claim compensation as agreed beforehand for such case, or, if no such agreement has been made, a reasonable reduction of price. If, however, the defects are of such significance that they cannot be remedied within a reasonable period of time, and provided that the supplies or Services cannot be used for their specified purpose, or if such use is considerably impaired, then the Purchaser shall be entitled to refuse acceptance of the defective part or, if partial acceptance is economically not justified for Purchaser and Purchaser communicates this immediately, to terminate the contract. In this case, the Supplier can only be held liable for reimbursing the sums which have been paid to Supplier for the parts affected by the termination.

**25.6. Exclusions from liability for defects**

All deficiencies which cannot be proven to have their origin in bad material, faulty design or poor workmanship, e.g. those resulting from normal wear and tear, improper maintenance, failure to observe the operating instructions, excessive loading, use of any unsuitable material, influence of chemical or electrolytic action, building or installation work not undertaken by the Supplier, or resulting from other reasons beyond Supplier's control are excluded from the Supplier's warranty and liability for defects.

**25.7.** Wear parts and consumables are generally excluded from the warranty.

**25.8. Supplies and Services of subcontractors**

For supplies and installation Services of subcontractors requested by the Purchaser, and which are expressly included in the Supplier's delivery and service contract or installation contract, the Supplier provides a warranty and liability only to the extent of the subcontractor's warranty and liability obligations.

**25.9. Exclusivity of warranty claims**

With respect to any defective material, poor design or workmanship, poor advice and the like or the violation of any secondary obligations as well as to any failure to fulfill express warranties, the Purchaser shall not be entitled to any rights and claims other than those expressly stipulated in Clauses 25.1 to 25.6. If the Purchaser reports a defect and no defect is found for which the Supplier is liable, the Purchaser is responsible for compensating the Supplier for the work undertaken and other expenses and costs.

**25.10. Liability for additional obligations**

The Supplier shall only be liable for claims of the Purchaser due to bad advice and the like or due to breach of any ancillary obligations in the event of unlawful intent or gross negligence.

**26. Non-performance, bad performance and their consequences**

**26.1.** In all cases of bad or improper performance or non-performance not expressly covered by these GTC, in particular if the Supplier, without valid reasons, starts the execution of the supplies and Services so late that punctual completion is unlikely to be foreseen, or if execution contrary to the terms of the contract can be clearly foreseen due to Supplier's fault, or if the supplies or Services have been executed contrary to the terms of the contract due to Supplier's fault, then the Purchaser shall be entitled to grant a reasonable additional period for the supplies or Services affected thereby, by simultaneously warning to terminate the contract in case of non-compliance. If such additional period lapses due to Supplier's fault, the Purchaser shall be entitled to terminate the contract with respect to the supplies or Services executed, or certain to be executed, contrary to the terms of the contract, and to claim a refund of the payments already made for such supplies and Services.

**26.2.** In such a case, the provisions of Clause 25 apply and the claim for damages shall be limited to 10% of the contract price for the supplies and Services affected by the termination.

**27. Termination of the contract by the Supplier**

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27.1. The contract shall be adapted appropriately, if unforeseen events considerably change the economic effect or the content of the supplies or Services or considerably affect the activities of the supplier, or if performance subsequently becomes impossible. If such an adaptation is economically not justifiable, the Supplier shall be entitled to terminate the contract or the parts affected thereby.

27.2. If the Supplier wishes to terminate the contract, Supplier shall – after having recognized the consequences of the event – immediately inform the Purchaser, even if an extension of the delivery time has been agreed beforehand. In case of termination of the contract, the Supplier shall be entitled to payment for those parts of the supplies and Services which have already been carried out. Claims for damages on the part of the Purchaser because of such termination are excluded.

## **28. Exclusion of further liabilities on the Supplier's part**

28.1. All cases of breach of contract and the relevant consequences as well as all rights and claims on the part of the Purchaser, irrespective of what ground they are based, are exhaustively covered by these GTC. In the event that claims of the Purchaser in relation to or in connection with the contract or the breach thereof should exist, the total amount of such claims is restricted to the price paid by the Purchaser. In particular, any claims not expressly mentioned for damages, reduction of price, termination of or withdrawal from the contract are excluded. In no case whatsoever shall the Purchaser be entitled to claim damages other than compensation for the costs of remedying defects in the supplies. This in particular refers, but shall not be limited, to loss of production, loss of use, loss of orders, recall costs, loss of profit and other direct or indirect or consequential damage. Liability is also excluded for compensation claims from third parties against the Purchaser for infringements of intellectual property rights.

28.2. This exclusion of further liability on the Supplier's part does not apply to unlawful intent or gross negligence on the part of the Supplier, but does apply to persons employed or appointed by the Supplier to perform any of his obligations.

28.3. This exclusion of liability does not apply as far as it is contrary to compulsory law.

## **29. Right of recourse of the Supplier**

29.1. If personal injury or damage to the property of third parties occurs through actions or omissions of the Purchaser or of persons employed or appointed by Purchaser to perform any of its obligations, and if a claim is made against the Supplier, the Supplier shall be entitled to take recourse against the Purchaser.

## **30. Jurisdiction and applicable law**

30.1. . The parties submit to the exclusive jurisdiction of the courts of the State of New York or the United States District Court for the Southern District of New York.

30.2. The contract shall be governed by the laws of the State of New York, without regard to conflict of laws principles that would require the application of the laws of another jurisdiction. The application of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 is excluded.