

General Terms and Conditions of SCHOELLKOPF AG

1. General

- a. The following conditions apply to all business transactions and services of SCHOELLKOPF AG. General terms and conditions of the contractual partners are only binding if SCHOELLKOPF AG accepts these explicitly in writing. With the placement of an order and/or the acceptance of services/goods, the contractual partner (hereinafter named purchaser) recognizes the General Terms and Conditions of SCHOELLKOPF AG.

2. Offers / Setting prices

- a. All prices are exclusive of value-added tax.
- b. If nothing else is noted on the offer, a general validity of the offer of three months exists.
- c. The general conditions of payment are 30 days net.

3. Conclusion of contract and contents/transfer of benefits and risks/acceptance of goods

- a. The conclusion of each contract is confirmed in writing by SCHOELLKOPF AG (hereinafter called «order confirmation»).
- b. The extent of rights and obligations of the contractual partners results exclusively from the written order confirmation of SCHOELLKOPF AG. Changes to this must be made in writing. Additional verbal agreements are null and void.
- c. Benefits and risks are transferred to the purchaser for collection purchases, with the transfer of goods, for deliveries, with the shipment of goods from the factory of SCHOELLKOPF AG or from the factory of third party suppliers.
- d. The conditions of delivery are, unless otherwise specified, carriage forward (freight charges, insurance and additional costs at the expense of the purchaser).
- e. If a purchase on demand is agreed, the purchaser undertakes to accept the goods within one year of the order confirmation being made.

4. Complaints/Guarantee

- a. Only those qualities that are referred to explicitly as such in the datasheets and/or test reports in question according to the offer and/or order confirmation are qualities guaranteed by SCHOELLKOPF AG. Values from tests and/or datasheets that are not accepted by SCHOELLKOPF AG and their producer partners are not recognised. The assurance applies at the most until the expiry of the guarantee period.
- b. The purchaser must inspect the delivered goods without delay. Complaints must be submitted in writing at the latest within 30 days after acceptance of goods, in the case of hidden defects, immediately after discovery. The invoice number and the roll and/or batch number must be enclosed with the complaint. If these obligations are omitted by the purchaser, the deliveries and services are considered to be approved as free from defects.
- c. The guarantee period is 12 months. With complaints that are in due time and legitimate, SCHOELLKOPF AG has the right, as it sees fit, either to reduce the purchase price or to provide a replacement. Deficiencies to a part of the services of SCHOELLKOPF AG to not entitle the purchaser to complain about the performance as a whole.
- d. The guarantee obligation of SCHOELLKOPF AG expires if the goods are used incorrectly, have been modified by a third party OR IF THE purchaser, in the event that a defect has occurred, does not immediately take all suitable action to reduce damage and give SCHOELLKOPF AG an opportunity to address the problem.

5. Limitation of liability

- a. Consultation, calculations, verifications, assessments and the technical suggestions resulting from this are considered to be preliminary assessments, reflect the best level of knowledge of the employees of SCHOELLKOPF AG and are free of charge. They are based on the information provided and only apply for the specifically described system or construction, including the geometry, loads, floors, geosynthetics etc. with all their parameters, as well as construction phases, load and operating times. Liability claims against SCHOELLKOPF AG or their employees cannot be asserted from this. The parameters, geometry and loads must be checked before construction. In case parameters deviate, the calculation must be checked/repeated. This may result here in changes in the products used. Changes and deviations may jeopardise the stability and/or fitness for use. All details must be specified and approved by project managers.
- b. The purchaser undertakes to inform SCHOELLKOPF AG beforehand of all basic information essential for a consultation and/or tendering. For the consequences of errors, in particular for the consequences of insufficient or incorrect advice to the purchaser, SCHOELLKOPF AG is liable only if these consequences are based on intent or gross negligence.
- c. Insofar as is legally possible, the extent of liability is restricted to the value of goods of the respective contract.
- d. Any further liability is excluded. In particular and not exclusively, SCHOELLKOPF AG assumes no liability for:
 - Consequential damage, costs, recourse claims, etc. of the purchaser.
 - Claims from recommendations, product developments, quotations, etc. from SCHOELLKOPF AG, which are the result of missing, incomplete, contradictory, wrong, unclear and/or incorrect submission documents of the purchaser or third party.
 - Claims from schedule delays, building site obstructions, etc. that are caused by inspections and clarification of the purchased goods.
 - Obstructions to delivery that are caused by force majeure and other obstructions, such as war, mobilisation, fire and lockout and similar events.

6. Reservation of ownership

- a. The goods delivered by SCHOELLKOPF AG remain the sole property of them until the full payment of all demands from the mutual business transaction. The goods may not be pledged to third parties or assigned as collateral security. The purchaser authorises SCHOELLKOPF AG to make the registration in the reservation of title register in accordance with Art. 715 ZGB.
- b. The settlement of counterclaims is excluded.

7. Place of jurisdiction/applicable law

- a. **Sole place of jurisdiction** is the respective head office of **SCHOELLKOPF AG**.
- b. The legal relationship is subject to **substantive Swiss law** under exclusion of the Vienna Sales Contract Law