

agtatec ltd GENERAL TERMS OF DELIVERY AND BUSINESS

1. General Provisions

- 1.1 These Terms of Delivery and Business apply to all deliveries and services of agtatec ltd (hereinafter "agtatec").
- 1.2 The contract between agtatec and the customer for delivery and/or assembly of the equipment arises when agtatec has confirmed the order in writing ("confirmation of order"). These Terms of Delivery and Business are an integral part of the contract. Other terms of delivery and business of the customer are only valid if they have been expressly accepted by agtatec in writing.
- 1.3 Additions and changes to this contract must be made in writing to be valid.

2. Documents, plans and data

- 2.1 The plans, measurements and weights contained in printed materials and offers of agtatec are only approximately indicative, unless they are expressly stated by agtatec in a written declaration to be accurate and binding.
- 2.2 Changes in measurements and design at any time remain reserved.
- 2.3 Regardless of any register entry, the rights to all documents such as plans, sketches, descriptions, etc., that are given to the customer remain the property of agtatec. agtatec holds exclusive rights to the ideas and other intangible rights contained therein, such as brands, designs, patents, copyrights and know-how.
- 2.4 Without the prior written consent of agtatec, the customer is not authorised to transmit the documents or other information on agtatec equipment to third parties.
- 2.5 The customer expressly agrees, that agtatec in its business relationship with the customer may collect relevant data and further use such data in anonymized form.

3. Prices and conditions of payment

- 3.1 For work performed by agtatec, the prices and conditions of payment confirmed by it in writing shall apply.
- 3.2 Oral agreements on prices or such agreements by telephone must be confirmed in writing by agtatec to be valid.
- 3.3 In addition to the confirmed prices, agtatec shall invoice the customer for the following:
 - 3.3.1 Additional costs for assembly that are due to unforeseen reasons for which agtatec is not responsible or due to delays in construction that are not its fault, or due to cancellations of assembly calls when the necessary conditions as regards construction are not met, or which are caused by other events;
 - 3.3.2 Additional costs for overtime, night or Sunday work, if such work is requested by the customer;
 - 3.3.3 Work requested by the customer above and beyond the volume of work agreed.
- 3.4 If a period of more than six months passes between the conclusion of the contract with the customer and the delivery or performance of work, agtatec shall be entitled to adjust its prices to the costs of materials and labour that have risen in the meantime.
- 3.5 agtatec's prices do not include VAT. The customer shall be additionally charged for VAT.

4. Invoicing and payment

- 4.1 Unless otherwise agreed in writing, agtatec shall invoice the customer for the equipment on delivery or, if agtatec delivers and assembles the equipment, after the assembly is completed. If the equipment cannot be assembled for reasons not attributable to agtatec, the invoice shall be issued within 2 (two) working days following delivery.
- 4.2 agtatec's invoices shall be paid by the customer in accordance with the payment conditions agreed or, in the absence of such conditions, within thirty days of the date of the invoice without any deductions (discount, expenses, taxes, fees, customs duties, etc.), including when additional work on or further adjustments to the equipment are required.
- 4.3 Off-setting with counterclaims is excluded.

5. On site services to be provided by the customer

- 5.1 The customer shall at his own expense and in a timely manner ensure the necessary conditions for assembly, such as masonry works, electrical installation, supporting structures, casings, and shall provide the electric power and electric connections necessary for the assembly and test run.
- 5.2 The customer shall store at his own expense and on his own responsibility the materials delivered by agtatec to the construction site. In particular, he shall be responsible and liable for theft of or damage to materials.

6. Delivery date, assembly and acceptance of the equipment

- 6.1 The agreed delivery dates include delivery and assembly of the equipment ready for use. Should the customer fail to provide the necessary conditions for assembly in accordance with paragraph 5.1 of these Terms of Delivery and Business in a timely manner, the delivery date shall be accordingly postponed and agtatec shall be entitled to charge the customer for the resulting extra work and delays.
- 6.2 Under unforeseen circumstances such as force majeure, official decrees, epidemics, industrial disruption, war, riots, strikes, lockouts, boycotts, shortages of raw materials, whether at agtatec's plant or that of a supplier, or due to late delivery in breach of contract of components or accessories on the part of agtatec's suppliers, the delivery date shall be postponed by the period of prevalence of such an event.
- 6.3 A delay in delivery that is neither caused by nor due to the fault of agtatec shall not entitle the customer to withdraw from this contract.
- 6.4 When agtatec has assembled, adjusted and started up the equipment delivered, agtatec and the customer or his representative at the construction site shall draw up an acceptance report at the conclusion of such work. The date on which the assembly is completed shall subsequently be designated as the "service performance date". If the adjustment and start-up cannot be done on the service performance date for reasons for which agtatec is not responsible, acceptance shall be considered to have taken place 10 (ten) working days after the service performance date. Excepted are shortcomings of which the customer has informed agtatec in writing within that period of 10 (ten) working days from the service performance date.

6.5 Acceptance is considered as having taken place in any case:

- 6.5.1 If the customer refuses acceptance without justification;
- 6.5.2 If the customer refuses to sign the acceptance report;
- 6.5.3 As soon as the customer uses the equipment.

6.6 If, when repairing equipment, spare parts or replacement parts are installed, paragraphs 6.4 and 6.5 shall apply mutatis mutandis.

7. Shipment

7.1 Unless agreed otherwise, the costs of packing, freight, insurance, etc., as well as fees and VAT are not included in the prices as stipulated in section 3 above.

7.2 agtatec must be informed of special desires concerning shipment and transport in a timely manner. If the packaging must be suitable for sea transport, the customer must specify that fact when placing his order.

7.3 The goods are sent at the expense and risk of the customer, including carriage-paid deliveries.

7.4 The customer must immediately indicate complaints for damage, loss or late delivery to the last carrier by means of a remark on the shipping documents. He must report short deliveries to agtatec in writing within 5 (five) calendar days from receipt of the goods.

8. Warranty

8.1 During the period indicated in paragraph 8.5, agtatec guarantees, subject to the provisions of this section 8, that the equipment delivered by it and assembled by it or by a third party authorised by it will function properly when used with care, that the installation has been carried out properly and that material appropriate to its purpose has been used. agtatec declines any warranty, guarantee or liability for broken glass.

8.2 The customer is aware that, as with any technical device, the proper operability of the equipment even with careful use is not guaranteed without interruption and that malfunctions may occur at any time. agtatec does not provide any warranty, guarantee or assurance that the equipment will operate continuously without malfunction. It shall not be liable for damage incurred by the customer because the operability of the equipment has been restricted or increased.

8.3 agtatec's warranty is limited to the free repair of defective equipment; any liability of agtatec for damages is excluded to the extent legally permitted. This exclusion of liability shall not apply in cases of unlawful intent or gross negligence.

8.4 For deliveries abroad (the Principality of Liechtenstein is not considered to be abroad), or for assembly abroad, agtatec's warranty shall be limited to repair or replacement of defective parts that the customer must send to it carriage paid for replacement or repair. Customs duties and taxes arising in that connection shall be paid by the customer.

8.5 The warranty period for new equipment shall be 1 (one) year, for spare parts 900 (nine hundred) days and for replacement parts 450 (four hundred fifty) days from the date of production.

8.6 agtatec's warranty shall expire:

8.6.1 If changes or interventions are made to the equipment without the prior written consent of agtatec;

8.6.2 If the equipment is put into operation in the provisional assembly condition or if the electrical wiring to the equipment or to its control apparatus is only provisionally installed;

8.6.3 If the equipment is assembled or maintained by a third party not previously authorised by agtatec;

8.6.4 If the damage is due to improper or careless handling of the equipment, in particular due to use of force by third parties.

8.7 agtatec's warranty is excluded if the damage cannot be demonstrated to be due to poor materials, defective design or faulty manufacture, e.g. due to natural wear and tear, faulty maintenance, failure to follow operating instructions, excessive stress or for other reasons for which agtatec is not responsible.

9. Liability

9.1 All cases of breach of contract and the legal consequences thereof, as well as all rights of the customer, regardless of the legal basis on which they are raised, are definitively regulated in these Terms. In particular, all rights to compensation for damages, reduction, cancellation of the contract or withdrawal from the contract not expressly referred to are excluded. Unless prohibited by mandatory legal provisions, any liability of agtatec for direct damage, such as damage to persons, property or assets, suffered by the customer from the use or defectiveness of the equipment is hereby excluded.

9.2 Subject to mandatory legal provisions, liability is also excluded for indirect damage and loss of profit and damage due to production down time, loss of sales or damage due to cold temperatures.

10. Place of jurisdiction and applicable law

10.1 **The exclusive place of jurisdiction for the customer and agtatec is Fehraltorf/ZH.** agtatec reserves the right to sue the customer at the latter's location.

10.2 The order, these General Terms of Delivery and Business, and all contracts concluded pursuant to these General Terms of Delivery and Business are subject to Swiss law. Applicability of the UN Convention on Contracts for the International Sale of Goods (CISG, "Vienna Convention") is excluded.

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