

## General Terms and Conditions for Sales and Deliveries

All contracts and deliveries are made exclusively on the basis of the following conditions. If, in individual cases, something different is to apply - particularly the purchaser's terms of purchase - this requires our explicit written confirmation. The delivery of goods does not imply the acceptance of the buyer's terms and conditions; conversely, by accepting the goods, the buyer agrees to our terms and conditions.

### § 1 - General

1. Our offers are subject to change. Orders are binding for us only when and to the extent that we have confirmed them in writing or have begun their execution. The same applies to changes, additions, and verbal side agreements.
2. Agreed delivery times or dates will be adhered to as far as possible, but are only to be considered approximate indications and not as binding promises. In case of delivery delays, the buyer is entitled to set us a reasonable extension period and, after its unsuccessful expiry, to withdraw from the contract. Compensation for non-fulfillment can only be claimed by the buyer after the expiry of the extension period if the delay in delivery is due to intentional or grossly negligent behavior of our legal representative or one of our agents.
3. For deliveries that do not affect our operation (direct shipments), delivery dates and deadlines are considered met if the goods leave the producer's or our supplier's premises within the deadline or on the specified date.
4. Partial deliveries, as well as deliveries of more or less quantities up to 10%, are reserved. If larger tolerances are customary for certain products, deviations within this range are considered as complying with the contract. Quantity deviations will be taken into account accordingly in the invoice amount.
5. Increases in tariffs, taxes, and other charges occurring after the conclusion of the contract shall be borne by the buyer.
6. Events of force majeure, including public legal restrictions as well as strikes and lockouts, entitle us to postpone the delivery for the duration of the hindrance or to withdraw from the contract in whole or in part, without being obliged to pay damages. This also applies to unforeseen other circumstances that prevent, delay, or complicate the production or shipment of the goods, in particular in cases of untimely or incorrect self-delivery, as well as shortages of energy or raw materials. In the event of partial or complete failure of our sources of supply, we are not obliged to cover from other suppliers.

### § 2 – Payment

1. Our prices are always plus statutory value-added tax. The price calculation is based on the quantities or weights determined by us or our supplier.

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2. Our invoices are payable immediately net cash unless otherwise agreed. The day the invoice is received by the customer is considered the due date according to OR (Swiss Code of Obligations) Art. 102. In case of overdue payments, we are entitled to demand 6% default interest from the due date. The assertion of further damages remains reserved.
3. Bills of exchange and checks are only considered as payment when they have been cashed; otherwise, they are accepted only on account of performance. Expenses are at the buyer's expense.
4. The buyer may only offset against our purchase price claims with undisputed or legally established claims. The raising of a defect complaint does not exempt from the obligation to pay the purchase price unless the complaint is acknowledged by us.

If the buyer defaults on the payment of one of our invoices, all our claims from the business relationship become due immediately - regardless of the acceptance of bills of exchange. Furthermore, we are entitled to demand cash payment before further deliveries and, after a reasonable extension period, to withdraw from the contract or demand compensation for non-performance. This also applies in the case of other circumstances that make the buyer's solvency appear doubtful.

### § 3 – Shipping

1. The risks of transport from the delivery point are always at the buyer's expense, even in the case of carriage-free deliveries or deliveries free to the door, unless we carry out the transport with our own vehicles from our operation or warehouse. In any case, unloading and storing is the buyer's responsibility.
2. In the case of self-collection from the delivery point, the buyer or his agent is responsible for loading the transport vehicles and for observing the legal regulations for the transport of dangerous goods.
3. For deliveries in tank trucks and detachable tanks, the recipient is responsible for ensuring the proper technical condition of his tanks or other storage containers and for arranging the connection of the filling lines to his receiving system at his own responsibility. Our obligation is limited to operating the vehicle-side facilities.
4. Insofar as our employees assist in unloading or decanting, they act at the sole risk of the buyer and not as our agents; we do not assume any liability for any damage incurred.
5. All regulations relating to shipping apply accordingly in the case of delivery by third-party transport companies, insofar as liability of the seller could be derived from their behavior; the liability of the third parties remains unaffected.

Freight increases after the conclusion of the contract and extra costs arising from hindrances or delays in transport due to circumstances beyond our control are at the buyer's expense. If we take back goods in whole or in part, the buyer bears the resulting costs, regardless of the reason for the return.

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### § 4 - Loan Packaging

1. If our deliveries are made in loan containers, these must be returned by the buyer in an emptied and flawless condition at his expense and risk to us within 4 weeks after arrival, or if applicable, handed back to our vehicle against receipt.
2. If the buyer fails to fulfill this obligation on time, we are entitled to charge a reasonable fee for the time exceeding 4 weeks and, after the return period has been set, to demand the replacement cost.
3. The markings on the loan packaging must not be removed. Loan packaging may not be exchanged or filled with other goods. The buyer is liable for depreciation, exchange, and loss regardless of fault. The condition on arrival at our operation is decisive. Use as storage containers or passing on to third parties is not permitted.

For deliveries in tank cars, the buyer is responsible in his own responsibility for the quickest possible emptying and carriage-free return to us or the address specified. Tank cars travel at the risk of the buyer. The tank car rent until its return to us or the specified address is always at the buyer's expense, including any extension of the running time due to damage, etc. - except for routine inspections.

### § 5 - Warranty - Buyer's Obligations

1. For material defects, including the absence of guaranteed properties, we are liable in accordance with legal provisions (OR [Swiss Code of Obligations] Art. 197 et seqq.) at our discretion for conversion, reduction, or replacement delivery, provided that the following conditions are met in addition to the legal requirements:
  - a. The buyer must immediately inspect the goods and their packaging upon delivery for type, quantity, and condition according to customary commercial practices. If the goods are delivered in shipping units, the buyer must also check the labeling of each individual shipping unit for consistency with the order. If the goods are delivered in tank trucks or tanks that do not remain with the buyer, he must check the accompanying transport documents for consistency with the order. Furthermore, he must assure himself of the contractually compliant condition of the goods by taking a sample before decanting.
  - b. Defects discovered during the inspection must be reported to us in writing within 8 days of receipt of the goods.
  - c. If the buyer fails to conduct the respective inspection or fails to timely report a detected or detectable defect, he loses any warranty claims regarding the stated and/or detectable defects. The same applies in the case of an erroneous incorrect delivery, even in the event of such a significant deviation that approval of the goods by the buyer must be considered excluded.

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- d. If a defect that could not be detected despite careful inspection (hidden defect) becomes apparent later, this defect must be reported immediately after its discovery as pre-existing. Otherwise, the goods are also considered contractually compliant in this respect. The complaint of a hidden defect is excluded at the latest 8 weeks after receipt of the goods.
- e. If the buyer does not give us the opportunity to inspect his complaints or, upon request, does not immediately provide us with the disputed goods or samples thereof, the claimed warranty claims cannot be considered.

### § 6 - Liability for Damages

1. For damages caused by defects in the goods, erroneous incorrect delivery, or defects in the packaging to the buyer's legal rights, including assets, we are liable as follows:
  - a. Insofar as damages could have been avoided by complying with the buyer's inspection obligations, any form of liability on our part is excluded.
  - b. Insofar as damages occur despite compliance with the buyer's inspection obligations, we are only liable for grossly negligent breach of contract by our legal representatives.
2. For other than the above-regulated damages, we are liable regardless of the legal basis only if they have been caused by a grossly negligent action on our part or one of our agents.
3. In the case of sale according to sample, the properties of the samples or specimens are not guaranteed; rather, they are non-binding viewing pieces that approximately describe the goods. The same applies to analysis data unless certain values have been expressly guaranteed. The phrase "as before" always means "approximately as before".
4. We are not liable for the suitability of the goods for the purposes intended by the buyer. Our technical advice, information, or recommendations are given to the best of our knowledge. Since the actual application is beyond our control and its circumstances are not all foreseeable, written and oral notes, advice, etc., can only be given non-bindingly. In particular, they do not relieve the buyer from the obligation to test our products and goods for their suitability for the intended processes and purposes.
5. All the buyer's claims against us expire at the latest one year after the due date of his claim.
6. Any liability on our part based on the Federal Act on Product Liability (Product Liability Act, PrHG) of June 18, 1993, remains unaffected by the foregoing provisions.

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### § 7 - Retention of Title

Until the purchase price is paid in full, we are entitled to apply for the registration of a retention of title at the enforcement office at the purchaser's place of residence.

### § 8 - Resale Discounts

We grant all resale discounts only subject to the proper handling of all transactions. Transactions are considered properly handled only when the account of the purchaser is balanced and all bills of exchange and checks for the payment of our deliveries have been cashed. Otherwise, all discounts granted in the current fiscal year become void and are payable by the buyer.

### § 9 - Place of Fulfillment, Governing Law, Jurisdiction

1. The place of fulfillment for delivery is the location of the operation or warehouse from which the delivery is made.
2. The governing law shall be the law of the Swiss Confederation. The application of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG) is hereby excluded.
3. The place of jurisdiction is Liestal. We reserve the right to take legal action against the buyer at his general place of jurisdiction.

Dated March 7, 2024