

GENERAL TERMS AND CONDITIONS OF CONTRACT

1. Scope of application

The following general terms and conditions of contract of CONTEC AG (hereinafter "CONTEC") apply to all contracts closed between CONTEC and the customer, in particular to works contracts for the manufacture of roof seals for specific properties and also to all material deliveries and other services provided by CONTEC for customers, unless these terms and conditions are amended or supplemented by a written agreement reached by mutual consent. The customer hereby specifically waives the right to enforce any general terms and conditions of his own. Such terms and conditions shall in every case be valid only if and to the extent that CONTEC has expressly accepted them in writing.

2. Offers/Plans/Technical documentation

In principle, CONTEC's offers are made without obligation unless an express written statement is made that they are binding. When offers are expressly described by CONTEC in writing as binding, CONTEC shall be bound for not more than three months. Unless otherwise agreed in writing, brochures and catalogues are not binding. Indications given in technical documentation are binding only if a specific assurance has been given to that effect. CONTEC reserves all rights in offers, plans and technical documentation that it has given or made available to customers. The customer acknowledges these rights and, without CONTEC's prior written authorization, shall refrain from using this documentation for a purpose other than that for which it was made available to the customer.

3. Orders

Orders must clearly specify all the details necessary for their performance. The customer is responsible for the wording and clarity of his orders. The extent of the waterproofing membranes on the structure is determined by CONTEC's delivery note. However, CONTEC is entitled, but not obliged, to make technically necessary variations from the order at any time. If the customer instructs CONTEC to take measurements for the products to be manufactured and supplied, CONTEC shall submit the results of its measurements to the customer for his approval. The measurements shall be deemed to have been approved unless the customer notifies a written objection to CONTEC before the time limit set by CONTEC.

4. Closing the contract and scope of supply

The contract shall be deemed to have been closed

- when the written order confirmation is provided by CONTEC or
- when the order confirmation has been countersigned by the customer if CONTEC has specifically asked the customer to do so, or
- when the time limit for declining the order set by CONTEC for the customer in the order confirmation has expired without the customer having made use of the opportunity to decline the order.

The nature and scope of CONTEC's deliveries and services are defined in full by the order confirmation. Minor changes to the features, dimensions and weight of the ordered deliveries and services may occur in the course of manufacture. Such variations shall be deemed to be compliant with the order unless they significantly impair substantial characteristics of the deliveries and services.

5. Delivery lead times

Unless expressly agreed otherwise in writing, the delivery lead time shall be not less than five working days. It begins as soon as the contract has been closed and any payments by the customer required when the order is placed have been made. The delivery lead time has been respected upon performance of the delivery or service or if the customer has been notified of readiness for delivery before the lead time has expired. Compliance with the delivery lead times presupposes performance by the customer of his contractual obligations. Delivery lead times shall be suitably extended

- if CONTEC does not receive in good time details required by it to perform the contract or if the customer subsequently changes such details and by doing so causes delivery or provision of the services to be delayed;
- if obstacles occur which CONTEC cannot avert by taking the necessary degree of care, regardless of whether such obstacles occur with the customer or with a third party. Such obstacles may for example be substantial interruptions of business, accidents, industrial disputes, late or defective delivery of the necessary raw materials, semi-finished and finished products, rejection of important workpieces, actions or omissions by the authorities, natural events and other cases of force majeure;
- if the customer or third parties is or are late in the completion of work to be done by them or in the performance of their contractual obligations, in particular for instance if the customer fails to respect the payment terms.

Non-compliance with delivery lead times only entitles the customer to withdraw from the contract after setting a reasonable period of grace without remedial action having been taken. All other claims of the customer on grounds of non-compliance with delivery lead times, in particular any claim for compensation, are specifically declined.

6. Prices

Unless specifically stated otherwise, all of CONTEC's prices are quoted in Swiss francs and, unless specifically stated otherwise, are net, ex-works (EXW, Ex Works INCOTERMS 2020) exclusive of value added tax, but inclusive of packaging. All other ancillary costs such as insurance, taxes, charges, customs duties, fees for permits or certificates, are payable by the customer.

7. Payment terms

Payments are to be made at CONTEC's domicile, unless specifically otherwise agreed, in Swiss francs net without the deduction of any discounts, expenses, taxes, levies, charges, customs duties and so forth. The payment obligation has been satisfied as soon as CONTEC can dispose freely of the amount payable. If no special payment terms have been agreed between CONTEC and the customer, the invoice shall be issued at the time when readiness for delivery is notified or, in the case of the provision of services, when a substantial part of the service has been provided. The time limit for payment is ten (10) days from the date of the invoice. Upon the expiry of the payment time limit consequences for delay shall be incurred automatically, i.e. without giving a warning. From then on, interest on arrears shall be charged to the customer at the rate of 8% p.a. Claims for compensation because of further prejudice and withdrawal from the contract after allowing a reasonable grace period are expressly reserved.

8. Securing CONTEC's claims

Unless already assigned previously to third parties, the customer hereby irrevocably assigns to CONTEC all claims accruing to him both now and in the future in respect of the structure for which the deliveries and services provided by CONTEC were used in order to secure all of CONTEC's present and future claims against the customer. Failure by CONTEC to make use of this assignment does not affect the validity of the assignment.

9. Part-deliveries

The customer is required to accept part-deliveries or partial provision of services.



10. Transfer or benefit and risk

Benefit and risk in the products to be delivered are transferred to the customer at the time when they leave CONTEC's works. If the agreed delivery date is postponed at the customer's request or delayed for reasons for which CONTEC is not responsible, the risk is nevertheless transferred to the customer at the originally agreed time. From then on, the products are stored and insured for the customer's account and at his risk.

11. Verification of CONTEC's deliveries and services/Complaints

The customer shall carefully verify the delivered products immediately upon their receipt and at all events before they are installed or undergo further processing within a reasonable period or before the expiry of the time limit set by CONTEC for acceptance and shall immediately report any defects in writing to CONTEC. If he fails to do so, CONTEC's deliveries and services shall be deemed to have been approved. Should defects come to light later within the guarantee period which could not have been discovered even by a careful verification when they were taken over, the customer must report them in writing to CONTEC as soon as they become known, failing which the deliveries and services shall be deemed to have been approved even in respect of these defects.

CONTEC must remedy as soon as possible defects that were notified to it in good time and the customer must give CONTEC an opportunity to do so. The customer has no rights and claims in respect of defects of any kind whatsoever in CONTEC's deliveries and services, apart from those specifically set out in this Section 11 and in Section 13 below.

12. Processing and installation by specialist personnel

The customer undertakes to arrange for the waterproofing membranes delivered by CONTEC to be welded solely by personnel who have taken CONTEC's welding training course. The customer further undertakes to arrange for material supplied by CONTEC to be installed solely by, or under the supervision of, personnel who have been trained by CONTEC. If the customer has no such trained personnel, he shall make use of an installation instructor provided by CONTEC at the rate stated in the price list applicable at that particular time.

13. Guarantee

CONTEC guarantees that its deliveries and services are provided in impeccable condition. The guarantee period begins upon readiness for delivery or, in the case of services, at the time when acceptance should take place and extends for the period laid down by law. Where damage is demonstrably attributable to defective materials or to manufacturing defects

- if the seal is defective, CONTEC accepts reasonably necessary damage tracing costs up to a maximum amount of CHF 500,000.- per event;
- if the seal is defective, CONTEC accepts reasonably necessary dismantling and installation costs up to a maximum amount of CHF 300,000.- per event;
- at its own discretion, CONTEC either performs the necessary repairs or makes the necessary replacement materials including accessories available free of charge and refunds to the customer the labour costs incurred to remedy the defect (on-site wages etc. at the normal rates for the place and trades concerned).

In such cases none of these services results in an extension or restarting of the guarantee period and, to the extent permitted by law, other and more far-reaching claims are excluded, in particular all claims

- to cancellation, reduction or compensation for damage;
- for damage caused by inappropriate treatment, lack of care, accidents, force majeure or normal wear and tear;
- for damage to materials that were not delivered by CONTEC and for all secondary damage, loss of use and loss of profit etc. caused by the use of, or defects in, products delivered and services provided by CONTEC.

CONTEC's guarantee presupposes

- that the installation work is performed by qualified personnel certified by CONTEC;
- that, upon installation, the installation directives applicable at that time (documentation, technical documents) are followed;
- that additional materials required for processing and not obtainable from CONTEC are specifically approved in writing by CONTEC;
- that materials which come into contact with the products delivered by CONTEC, but have not been supplied by CONTEC, are expressly approved in writing by CONTEC;
- that the customer has made the agreed payments in full.

CONTEC's obligation to provide a guarantee expires

- if a defect is not notified without delay in writing to CONTEC;
- if any specific instructions in respect of access for persons, load bearing capacity, maintenance and vegetation given by CONTEC or those that are usual in the branch are not respected;
- if changes were made by third parties without CONTEC's specific consent to products delivered by the latter and/or to the work done by the installation company certified by CONTEC.

14. Return by the customer of delivered goods

Return of goods by the customer requires CONTEC's prior consent. Goods will only be taken back if the following criteria (hereinafter the "return criteria") are satisfied: the goods must be in their original packaging and in perfect condition for resale and free from any third-party rights. Goods with a use-by date must be fit for use for at least another three months after that date. ContecSafe articles will be taken back only if they are in their original unopened packaging. Small quantities with an original sale value of less than CHF 100.00, goods made especially for the customer, goods that have not been expertly stored and containers that have been broken open will, as a matter of principle, not be taken back. The return costs are payable in every case by the customer.

CONTEC determines the return value after receipt and verification of the goods. In every case, the return value amounts to not more than 70% of the original sale price. CONTEC grants the customer a credit note for the return value that has been calculated. This may be offset against the customer's open or future orders. Payment of the credit note requires CONTEC's consent. If the customer does not agree to the return value determined by CONTEC, he must signify that fact in writing within three working days of communication of the credit note and collect the goods from CONTEC within five further working days at his own expense during normal business hours after giving reasonable advance notice to CONTEC. In the absence of a written rejection of the return value and/or failure to collect the goods within the time limits specified above, the return value calculated by CONTEC shall be deemed to have been accepted by the customer and CONTEC may dispose freely of the returned goods. If the returned goods fail to comply with the criteria for return, CONTEC is under no obligation to accept them and the customer is liable to CONTEC for handling, storage and disposal costs etc. that have been incurred. In addition, CONTEC may set a time limit for the customer to collect the goods, make use of the goods itself without compensation or dispose of them at the customer's expense.

15. Limitation of liability

CONTEC's contractual and non-contractual liability is confined to damage caused by deliberate intent or gross negligence. On the other hand, all contractual and non-contractual liability of CTA for minor and average negligence is specifically excluded to the extent allowed by law. This exclusion applies in particular to material damage, damage to assets and damage because of late performance due to any legal cause whatsoever and to secondary, indirect or consequential damage, loss of profit, loss of earnings and savings that have not been made etc. In addition, all liability on CONTEC's part for any fault whatsoever on the part of assistants is specifically excluded.





16. Non-validity

Should individual provisions of these "General terms and conditions of contract" be invalid, that fact shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by one whose content is valid and as close as possible to the economic purpose of the invalid provision.

17. Amendments

Amendments to these general terms and conditions of contract and to all supplementary provisions that may be necessary pursuant to these general terms and conditions of contract must be made in writing.

18. Applicable law/Place of performance/Place of jurisdiction

All contracts between CONTEC and the customer shall be governed exclusively by Swiss law to the exclusion of its State treaties, in particular to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (Vienna Convention) and to the exclusion of non-binding provisions on conflicts of laws set out in the Swiss Federal Act on Private International Law (IPRG). Uetendorf is the place of performance. If the customer's present or future domicile or seat is situated in another country, Uetendorf shall be the special domicile for performance of all his obligations under all his contracts closed with CONTEC and also the place of debt enforcement within the meaning of Art. 50 of the Federal Act on Debt Enforcement and Bankruptcy (SchKG).

Uetendorf is the place of jurisdiction. However, CONTEC may also institute proceedings against the customer at any other legal place of jurisdiction.

Uetendorf, 21.04.2023

