

General Terms of Installation

Version: March 2022

1. Scope of application

1.1. Unless expressly agreed otherwise in writing, these General Terms of Installation (hereinafter “**GTI**”) apply to the installation or installation supervision, the commissioning and the test operation (“**Installation Services**”) of machines and systems (“**Systems**”) delivered by Müller Martini AG, Untere Brühlstrasse 17, 4800 Zofingen or one of its sales partners (hereinafter collectively referred to as “**Supplier**”) to a client (“**Purchaser**”). They likewise apply to future business relationships with the Purchaser even if they are not expressly agreed again. The respective version of these GTI (available at www.mullermartini.com under "Impressum") valid at the time of contract conclusion is authoritative. The Purchaser shall be informed of changes to these GTI in writing or via e-mail. The changes are considered to be approved if the Purchaser does not submit a written objection to the Supplier within one month of the change being announced.

2. General provisions

2.1. The contract shall be deemed concluded upon receipt of the written confirmation from the Supplier that they have accepted the order (order confirmation). Quotations from the Supplier are subject to change and non-binding unless designated as binding in the quotation text.

2.2. These GTI are binding if they are declared to be applicable in the quotation and/or in the order confirmation. Any contradictory conditions of the Purchaser shall only be valid if this is expressly agreed in writing by the Supplier.

2.3. In the event of contradictions between these GTI and the contract, the provisions of the contract shall prevail over these GTI.

2.4. All agreements and legally relevant declarations of the contractual parties must be in writing in order to be valid. Declarations in text form which are transmitted or recorded electronically shall be

considered equivalent to the written form if specifically agreed by both parties.

2.5. Should a provision of these GTI become invalid either in part or in full, the contractual parties shall replace this provision with a new agreement that comes as close as possible to the legal and economic purpose of the original provision. All other provisions of these GTI shall remain unaffected.

3. Scope of Installation Services

3.1. The scope of Installation Services is defined conclusively in the written contract on the Installation Services or in the order confirmation of the Supplier, including any annexes, and by the working report prepared by the Supplier's personnel.

4. Plans, technical documents and software

4.1. Information in plans, drawings, technical documents, data in software etc. are only binding insofar as they are an integral component of the contract.

4.2. Each party reserves all rights to plans, drawings, technical documents, software etc. The parties recognize these rights and shall not make the plans, drawings, technical documents, software etc. available to third parties, either partially or in their entirety, without previously obtaining authorization in writing from the other party, nor shall such materials be used for a different purpose than the one agreed.

5. Rights and obligations of the Purchaser

5.1. 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

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the Installation Services are concluded. The Purchaser shall bear the costs for such permits.

5.2. 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 Installation Services can begin on time and be performed without hindrance or interruption.

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

5.4. At the latest upon placing the order with the Supplier, the Purchaser shall give written notice 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 they or a third party require special attention during the provision of Installation Services. Unless agreed otherwise, the Installation Services shall adhere to the regulations and standards valid at the registered location of the Supplier.

5.5. 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 Installation Services at any time and arrange the withdrawal 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 10.7, the Supplier shall not be liable for any additional costs resulting from this.

5.6. For the duration of performance of the Installation Services, 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, lock-

able 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 Installation 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. The Purchaser shall perform the following services at their 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. 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 their personnel. This shall also apply if

the Supplier's personnel is 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 they have supplied. This shall also apply if the Supplier's personnel has used such items without complaint.

5.11. The Purchaser shall fulfill their obligations properly, in a timely manner, and at no cost to the Supplier. Should the Purchaser not or not entirely fulfill their 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 (incl. lost profit). 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 is significantly hindered in performing the 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 is 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 the personnel is not guaranteed or if the Purchaser does not fulfill their 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 labor laws is absolutely mandatory.

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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. All prices are stated – in the absence of a written agreement to the contrary – in net amounts of freely available Swiss Francs without any deductions.

10.3. Taxes, duties, fees, social security contributions and the like which are paid by the Supplier or their personnel in connection with the contract or fulfillment thereof, especially for Installation Services performed outside Switzerland, as well as the associated administrative costs, shall be borne by the Purchaser. The Supplier shall bear their own profit tax. The value-added tax (VAT) shall be shown separately and borne by the Purchaser.

10.4. Should the Supplier incur any taxes, including VAT, 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.

10.5. 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 two 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 (déplacement)

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 European 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 their 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 their personnel at any time. The Supplier shall bear all medical expenses.

In the event of the 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

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 their 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. Payment Terms

11.1. All payments shall be made by the Purchaser at the Supplier's domicile as net amounts without any deductions for discounts, expenses, taxes, duties, fees, customs and the like.

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 is fulfilled once the Swiss Francs or agreed foreign currency have been made freely available to the Supplier at their domicile.

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 payments are also to be made on schedule even if the performance of Installation Services is delayed or made impossible for reasons out of the Supplier's control.

11.5. If the down payment or the agreed securities are not provided as contractually agreed, the Supplier is entitled to adhere to the contract or to withdraw from the contract and, in either case, to demand compensation for damages including lost profits.

11.6. If the Purchaser is in arrears with a payment for any reason or if the Supplier must seriously fear not receiving payments from the Purchaser in full or not in a timely manner due to circumstances arising after the contract conclusion, the Supplier shall be entitled, without prejudice to their other claims, to halt further fulfillment of the contract until new payment and service conditions are agreed and the Supplier has received sufficient securities. If such an agreement cannot be met within a reasonable period or if the Supplier does not receive sufficient securities, the Supplier is entitled to withdraw from the contract and to demand compensation for damages including lost profits.

11.7. 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. The payment obligation as agreed in the contract shall remain unaffected.

12. Execution period

12.1. The obligation of an execution period 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.

12.2. 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.

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12.3. Adherence to the execution period presupposes the Purchaser's fulfillment of all contractual and non-contractual obligations to the Supplier.

12.4. The parties shall agree on an appropriate extension of the execution period taking account of the circumstances:

- a) if the Supplier is not provided with the information required to perform the Installation Services in a timely manner or if the Purchaser makes subsequent changes thereto; or
- b) if the Purchaser does not fulfill their 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.; or
- c) should obstacles arise which the Supplier cannot avert despite exercising due caution (force majeure), regardless of whether they arise based on the actions of the Supplier, of the Purchaser, or of a third party. Such obstacles include, for example, epidemics, pandemics, mobilization, wars, civil war, acts of terrorism, unrest, political upheavals, revolutions, sabotage, significant breakdowns, accidents, work conflicts, delayed or incorrect deliveries of required materials, measures or cease and desist orders from public authorities, national or supranational authorities, travel advice from public authorities, embargoes, unforeseeable transportation obstacles, fire, explosion, natural phenomena; or
- d) if other circumstances arise that are out of the Supplier's control.

12.5. If the agreed execution period is not adhered to, the Purchaser may claim compensation for delay insofar as the delay is the verifiable fault of the Supplier. For every full week of delay, the delay compensation shall be at most ½%, but in total not more than 5%, 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.

12.6. Once the maximum compensation for delay has been reached, the Purchaser shall issue the Supplier a reasonable extension in writing. If the Supplier fails to comply with this extension period for reasons that are their own fault, the Purchaser

may refuse to accept the delayed portion of the service, withdraw from the contract to this extent, and demand reimbursement for previous payments made to the Supplier for the Installation Services affected by the withdrawal.

12.7. If a specific date is agreed rather than an execution period, this date is equivalent to the last day of an execution period. The Clauses 12.1. to 12.6. shall apply accordingly.

12.8. The delay of Installation Services does not result in the Purchaser having any additional claims and rights other than those expressly stated in Clause 12. This restriction does not apply in the case of unlawful intent or gross negligence on the part of the Supplier.

13. Bearing of risk

13.1. 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. 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.

14. Acceptance of Installation Services

14.1. 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.

14.2. 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.

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- 14.3. 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.

14.4. If the Supplier is responsible for faults discovered during acceptance, they 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 14.2. accordingly.

14.5. The claims of the Purchaser resulting from or in relation to faults in the Installation Services are expressly and conclusively regulated in this Clause 14. 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.

15. Warranty

15.1. The Supplier provides a warranty for the proper and careful performance of the Installation Services for a period of twelve (12) months after acceptance of the Installation Services. This warranty is conclusive.

15.2. If the acceptance of Installation Services is delayed for reasons for which the supplier is not responsible, the warranty period shall end no later than 18 months after the Installation Services are concluded.

15.3. 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.

15.4. 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.

15.5. For Installation Services by subcontractors prescribed by the Purchaser, the Supplier provides a warranty exclusively within the context of the affected subcontractor's warranty obligations.

15.6. The warranty claims of the Purchaser are expressly and conclusively regulated in this Clause 15. 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.

15.7. In the case of poor advice and the like or the violation of any secondary obligations, the Supplier shall only be liable for claims by the Purchaser in the event of gross negligence or unlawful intent.

16. Improper contract performance

16.1. In all cases of improper contract performance not expressly regulated in these GTI, the Purchaser must grant the Supplier a reasonable extension period.

16.2. If the extension period is not used and the Supplier is responsible for this, the Purchaser shall be entitled to withdraw from the contract in respect of the Installation Services performed contrary to contract or the performance of which can be foreseen to violate the contract with certainty. In the event of this, the Supplier is only obligated to repay the amount paid to them for the portion of Installation Services affected by the withdrawal.

16.3. In the event of a withdrawal by the Purchaser in accordance with Clause 16.2., Clause 20. shall apply accordingly to the liability of the Supplier.

17. Contract adjustment and contract termination

17.1. If unforeseen circumstances arise that significantly change the economic importance or the content of the Installation Services or that signifi-

cantly impact fulfillment of the contract by the Supplier, or should the performance of Installation Services subsequently prove to be partially or entirely impossible, the contract shall be appropriately adjusted by the parties.

17.2. If the performance of Installation Services has become economically untenable for the Supplier for unforeseeable reasons, they have the right to terminate the contract or the affected portions of the contract if they inform the Purchaser of this immediately after becoming aware of the implications of the events. This shall also apply if an extension of the execution period has first been agreed.

17.3. In the event of contract termination, the Supplier shall be entitled to compensation for the Installation Services already performed. Damage claims by the Purchaser shall be excluded.

18. Export control

18.1. The Purchaser recognizes that the Installation 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. They acknowledge that such regulations can change and apply to the contract in their respectively valid versions.

18.2. The Installation Services may not be used, neither directly nor indirectly, in any kind of connection with the construction, production, use, or storage of chemical, biological, or nuclear weapons or carrier systems.

19. Data protection

19.1. 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.

19.2. 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.

19.3. The Purchaser agrees they may not refuse or delay their 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.

20. Limitation of liability

20.1. All claims by the Purchaser to compensation for production downtime, production losses, loss of orders, lost profits, claims by third parties, or to compensation for indirect and subsequent faults, regardless of the legal basis on which such claims are made, shall be excluded. The liability of the Supplier resulting from or in connection with the contract or the improper fulfillment thereof shall be limited in total to the price paid by the Purchaser for the Installation Services performed.

20.2. The claims by the Purchaser resulting from or relating to the contract or the improper fulfillment thereof are regulated expressly and conclusively in these GTI. Any additional claims shall be excluded.

20.3. This exclusion of additional liabilities does not apply to cases of unlawful intent or gross negligence on the part of the Supplier or when otherwise required by binding law.

21. Right of recourse of the Supplier

21.1. If any action or failure to act on the part of the Purchaser or their assisting personnel results in personal injury or damage to the property of third parties, and should this result in claims against the

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Supplier, the Supplier is entitled to a right of recourse to the Purchaser.

22. Jurisdiction and applicable law

22.1. The place of jurisdiction is the registered location of the Supplier. The Supplier is nevertheless entitled to take legal action against the Purchaser at the latter's registered location.

22.2. The contract shall be subject to Swiss substantive law. Application of the United Nations Convention on Contracts for the International Sale of Goods signed on 11 April 1980 shall be excluded.