

General terms and conditions of S&P Clever Reinforcement Company AG, Seewen SZ (Sept. 2023 edition)

1. Basic principles

These general terms and conditions (T&Cs) of S&P Clever Reinforcement Company AG (S&P) are a binding part of a contract when the customer places an order verbally or in writing. The T&Cs apply to all deliveries and services provided by S&P, unless otherwise stated in the offer submitted by S&P or the written order confirmation. The T&Cs apply on conclusion of the contract and, if this cannot be determined, no later than when the customer accepts the service or delivery from S&P. The applicability of the customer's general terms and conditions of business and delivery is excluded.

2. Scope and execution of deliveries and services

If an order is confirmed by S&P or if contract documents are signed by both parties, the scope and execution of deliveries and services are considered to be conclusively described in them and, together with the T&Cs, they together constitute the contract. Unless otherwise stated in the contract, the contract is considered to have been fulfilled upon delivery (Ex Works Incoterms 2020) of all goods to be delivered by S&P or items (goods) and services to be provided for use by S&P. The customer is only entitled to services relating to assembly, introduction, engineering and construction and/or technical advice from S&P if the provision of these services has been agreed in writing in the contract. Plus, the presence of S&P employees on site or the use of (invoiced) supervisory orders by S&P do not constitute the customer's entitlement to assembly, introduction, engineering and construction and/or technical advice from S&P.

3. Service provision

S&P undertakes to fulfill all of the deliveries and services under the contract to the best of its knowledge and requirements and in accordance with the usual industry standards. The parameters stated in the S&P technical data sheets are average values. The fulfillment of a specific purpose or a specific function or the achievement of a specific service require an explicit written agreement in the contract. S&P is entitled to hire third parties as vicarious agents. Partial services are permissible.

4. Additional time and effort and changes

If S&P incurs additional expenses due to inadequate, delay in or failure to fulfill the cooperation obligations (figure 7) by the customer, its auxiliary individuals or vicarious agents, S&P is entitled to invoice the additional expenses incurred. S&P is not obliged to provide any changes and/or additions subsequently requested by the customer.

5. Prices and payment terms

The quoted prices are determined based on advance quantities along with the corresponding conditions of S&P. If quotations contain no information to the effect or no different information, S&P quotations are binding for 30 days. In the case of changed order quantities (> 20% of the value of the goods), S&P is entitled to recalculate the prices that differ from the quotation. If man-hours or similar details are provided, S&P invoices their services according to the daily or hourly rates agreed in the contract. Additional services will be invoiced separately at the same rates. Travel time is considered working time. A "man day" corresponds to a working day of eight and a half hours each. In addition to the price, S&P must be reimbursed for all outlays, uses and expenses related to the fulfillment of the respective contract upon presentation of the relevant receipts. All prices are quoted ex works at Seewen SZ (Incoterms 2020), for deliveries exclusive of packaging, transport costs and VOC taxes, unless these are explicitly included in the price. Price changes are expressly reserved. All invoices are due for payment net by the customer within 30 days of receipt (expiration date). Payment is only considered to have been made when S&P can access the amount. Bank charges are paid by the customer. Unless the customer notifies S&P to the contrary, the customer is considered to have accepted the invoice after ten days have elapsed since receipt of the invoice. Complaints do

not entitle the customer to withhold parts of or the entire price. If the customer does not meet its payment obligation to S&P on time, the customer will automatically be in default without an explicit reminder. S&P is in this case entitled to charge default interest of 5% p.a. of the invoice amount. S&P expressly reserves the right to assert further damages. If payment is still delayed after the payment deadline has expired, S&P may suspend all deliveries and services until the arrears are cleared. S&P informs the customer of the outstanding amount due and gives him a reasonable grace period for payment. A delivery or completion date for S&P's services, which was agreed in the respective contract, is postponed accordingly.

6. Delivery times and conditions

Deadlines and dates are only binding on S&P if they have been confirmed by S&P in the contract. Deadlines run from the time at which S&P has received all the necessary information and documents it has requested (e.g. drawings, plans, contract documents) have been received by S&P and the customer has provided any on-site services necessary for the fulfillment of the contract. This applies both to interim dates for partial services as well as to the date for final delivery of works and S&P products. The delivery deadline is complied with if the customer is notified of (i) readiness for dispatch by the last day of the deadline at the latest, or (ii) the delivery item has left the factory or warehouse.

If S&P defaults on providing a service, the customer may withdraw from the contract after a reasonable grace period set by S&P. Claims for damages against S&P as a result of incomplete or late deliveries are excluded, unless they are based on intent or gross negligence. In particular, liability for consequential damages such as forfeited profits and loss of use is expressly inapplicable, to the extent permissible. Shipping and transport take place at the customer's risk. In the case of delivery by S&P, the customer must ensure that the receiving location (e.g. the construction site) is operational and capable of receiving the delivery and that an authorized person is available there to receive and sign the shipping documents. If the customer does not comply with this obligation, S&P is entitled, at its discretion, to unload the goods delivered or to forgo delivery of the goods and to invoice the customer for the extra costs and waiting times incurred as a result.

The transport of hazardous goods is subject to the transport regulations in accordance with SDR/ADR/RSD/RID. For more information about poison and transport classifications, refer to S&P's safety data sheets (SDS). To pick up S&P products classified as dangerous goods, if approved by S&P, the vehicle must be equipped in accordance with the official ordinance on the transport of dangerous goods by road (SDR/ADR), the driver must be appropriately trained and in possession of the ADR ID card, otherwise S&P is entitled to refuse to hand over the goods: Since S&P, as a supplier, is liable for non-compliance with the dangerous goods transport regulations, if a valid ADR ID card is not available or if vehicles are improperly equipped, the loading of goods will not take place. These regulations also apply to the return transport of S&P products.

7. The customer's obligation to cooperate

The customer will provide the information, premises, technical environments, staff to give information and documents required for the provision of S&P's services free of charge. The customer must notify S&P in writing in good time of the standards and regulations that are applicable at the place where the delivery items are to be used. If S&P has to comply with legal or other standards when providing services, the customer must inform S&P of this before the quotation is drawn up. The customer remains solely responsible in any case for compliance with these regulations. To fulfill his obligations to cooperate, the customer shall employ sufficiently qualified staff. The customer's employees shall inform S&P, particularly without being asked, about industry-typical or company-specific requirements and practices. The customer shall provide any technical documents that may be necessary to complete the project successfully in the form specified by S&P. The customer undertakes to employ only staff who have the decision-making and representational authority necessary to carry out the project. The customer will inform S&P on an ongoing basis of any circumstances in his area that may have an impact on S&P's contractual obligations. The customer is further obliged to obtain all official approvals that may be necessary to carry out the project.

If the customer does not fulfill any of his obligations to cooperate properly or with delay, the contractually agreed executional deadlines will be extended. If no evidence for the delay can be provided specifically, or if no different agreement has been made in the respective contract, the execution deadlines will be extended by at least the period of time that elapses until the obligations to cooperate are fulfilled properly or with delay. In this case, S&P is entitled to invoice the additional expense caused by the customer's lack of cooperation (see figure 4). The customer shall ensure that the services it receives from S&P are used in accordance with the law and the contract and that the documents provided as part of the obligation to cooperate do not infringe the rights of third parties. The customer shall indemnify and hold S&P harmless from any damages arising from any unlawful and/or contractual use of S&P's services or products or from the use of S&P as a result of the infringement of third party claims and shall bear all the costs of any related litigation.

8. Copyright and usage rights, rights to the design

S&P has the exclusive and sole rights of use and exploitation of all work results produced by S&P (including the design). S&P grants the customer a non-exclusive, non-transferable right of use to the work results created specifically for him as soon as the customer has paid all the invoices for S&P's contractual activities. The customer is entitled to use the work results in his business operations for his own internal business purposes. The customer is entitled to copy the documents provided to him as part of the work results, including data storage media, to the extent necessary for this purpose and for the purpose of data backup. The customer is prohibited from forwarding, publishing or making available reproduced copies of the work results as well as transferring or sub-licensing the right of reproduction and use to third parties. If work results are produced as part of S&P's provision of services that are patentable, S&P reserves the right to file a corresponding registration in its own name and on its own account. The customer is not entitled to register, but if the patent is successfully registered, it will receive a royalty-free license to use the work results in accordance with the contract. The customer will use appropriate means to monitor the exercise of the granted rights by his staff in accordance with the contract.

9. Security rights, retention of title

Goods produced or sold by S&P for customers remain the property of S&P despite delivery until the customer has paid for them in full. The customer is also obliged to support S&P in all measures taken to protect its property. Goods that have already been delivered are kept by the customer to maintain their value and insured against all risks.

10. Confidentiality and data protection

The parties are obliged to keep the other party's trade and business secrets as well as other confidential and protected information secret and to use them only for the lawful fulfillment of the contract. This confidentiality obligation also continues to apply after termination of the corresponding contractual relationship. S&P is entitled to retain one copy of all project documents for quality assurance and evidence purposes. The parties undertake to comply with the relevant provisions of the Data Protection Act at all times. In the context of each relevant contract, S&P is entitled to request from the customer statements from

his employees, directors and other employees regarding their personal data, in which they authorize S&P to collect, process and to use and disclose their personal data for all purposes related to the fulfillment of the contract. This includes, in particular, the necessary transfer under certain circumstances of data abroad for the aforementioned purposes. In addition, S&P is expressly authorized to process data about the customer in any form and to disclose it to possible group companies or third parties, including abroad where an adequate level of data protection may not apply.

11. Liability, indemnification and force majeure

S&P is only liable for any direct damage to the customer from deliveries and services in the event of intent or gross negligence. Any further contractual or non-contractual liability for direct and indirect damages and consequential damages is expressly excluded. Liability under the Product Liability Act is not affected by this. Liability for auxiliary persons, subcontractors and vicarious agents of S&P in accordance with articles 55 OR (Code of Obligations) and article 101 OR is excluded to the extent permitted by law. Similarly, the personal contractual and non-contractual liability of these assistants for direct and indirect damages and consequential damages is not applicable to the extent possible by law. If the customer intervenes in the delivered work results without S&P's written consent or if the customer independently replaces individual system components, S&P's liability in connection with these work results will no longer apply. In this case, the customer undertakes to indemnify S&P against any claims for damages resulting from such changes or repairs by the customer. In addition, the customer undertakes to indemnify S&P against claims for damages arising from product liability claims by third parties if the claims are not based solely on gross negligence or intent on the part of S&P. If a customer requests developments that go beyond the application of the recognized rules of technology, the customer declares to S&P that it will not be liable for any damages resulting from the use of techniques or processes that were not yet known when the contract was concluded and that it will hold S&P fully harmless (including from third party claims for damages for any legal reasons). In cases of force majeure, the affected contractual obligations of the parties are suspended for the duration of the disruption and to the extent of its effect. If the resulting delays exceed six weeks, both contracting parties are entitled to withdraw from the contract with regard to the affected scope of services. No further claims apply in the event of force majeure.

12. Third-party intellectual property rights

The customer is obliged to inform S&P without delay of third-party intellectual property rights claims in connection with goods and work results delivered by S&P. In this case, the customer assigns to S&P the exclusive management of any possible proceedings and all negotiations for the judicial or out-of-court settlement of the legal dispute. Under these conditions, S&P conducts the legal dispute at its own expense and assumes possible claims for damages that are awarded to third parties. If the intellectual property rights of third parties have been infringed or if S&P believes this is likely, S&P has the option of (i) to provide the customer with the right to continue using the goods and work results in question at his own expense, (ii) to replace them, (iii) to modify them in such a way that the infringement of intellectual property rights no longer exists, or (iv) to take back these work results and reimburse the customer for the remuneration it has paid, deducting appropriate compensation for the use already made of them. The customer is not entitled to make any further claims against S&P. S&P is not liable for infringements of intellectual property rights if such a claim arises from the use of the work results in connection with services that are not part of the scope of delivery of the contract, or if an infringement of intellectual property rights is due to changes to the work results by the customer or third parties.

13. Termination

If contract law is applicable, the respective contract can be terminated in writing by either party at any time without notice. If either party terminates the contract before S&P has completed its activities, the customer must pay for the services provided by S&P up to that point in full. If the respective order is terminated at an inopportune time, the terminating party is also obliged to compensate the other party for any damages incurred. A termination at an inopportune time always occurs at an untimely moment without good cause and the other party suffers particular disadvantages as a result.

To the extent that work contract law is applicable, the customer's right to withdraw at any time before completion of the work

is expressly excluded in accordance with art. 377 OR. However, the customer is entitled to terminate the work contract in question for an important reason. An important reason exists if continuing with the particular contract would be unreasonable for the customer. If the customer withdraws for an important reason, the consequences of the withdrawal are analogous to art. 377 OR. The customer must therefore reimburse S&P for the services already provided and fully indemnify S&P.

S&P is also entitled to terminate the work contract in question for an important reason. If the customer has given an important reason for termination of the contract in question, the consequences of the withdrawal are analogous to art. 377 OR.

If bankruptcy proceedings are initiated against either of the parties, the respective contract expires automatically. In this case, S&P's claim to remuneration is calculated based on the services provided or goods delivered up to the end of the contract against the release of the same by S&P.

14. Acceptance and approval of the work as well as the obligation to inspect and give notice of defects upon purchase and transfer of use

If the creation of a work is the subject of the contract, acceptance and approval of the work will take place in accordance with standard SIA 118, unless subsequently deviated from. The customer ensures the organizational, personnel and technical conditions for acceptance. S&P is entitled, but not obliged, to be present when the acceptance test is carried out. If the customer desires the presence of S&P when carrying out the acceptance test, the resulting effort will be invoiced additionally in accordance with the conditions agreed in the respective contract. The work is considered to have been accepted if no defects are identified during the acceptance test. The commissioning of partial or complete services by the customer is in any case considered acceptance of the partial or complete system that has been put into operation, without the need for explicit acceptance. After acceptance of the work, the customer must subject it to a thorough inspection and examine it for possible defects. The work is considered to have been approved if the customer does not notify S&P of any defects that have occurred within ten working days of successfully accepting or commissioning it. The customer must report defects that it was unable to detect within this approval period despite careful inspection (hidden defects) immediately upon discovery to S&P, otherwise the work will be deemed approved even with regard to hidden defects. In any case, the customer must report any hidden defects to S&P within one year of acceptance of the work by the customer. After the expiry of the complaint period applicable to the defect in accordance with this fig. 14 the work is considered to have been approved and the customer can no longer assert any claims for defects in the work.

If the customer acquires ownership of S&P products, machines and equipment, it must inspect them immediately upon receiving or collecting them. Complaints must be reported to S&P in writing within ten days of receipt of the goods; in the case of hidden defects, immediately after they are detected - but no later than six months after receipt of the goods. After the expiry of the complaint period applicable to the defect in accordance with this fig. 14 the S&P products, machines and equipment are considered to have been approved and the customer can no longer assert any claims for defects in them. If S&P products, machines and equipment have been provided to the customer for use, the customer must immediately report any defects that exclude or significantly impair their suitability for their intended use for the duration of the contract.

15. Warranty

With regard to works, S&P warrants the absence of serious and operationally disruptive defects in them. Minor defects that only insignificantly affect the usability of the work and were not taken into account during the acceptance test must be remedied by the customer at his own expense. In connection with the sale of S&P products, S&P guarantees compliance with the technical properties in accordance with the technical data sheets. In connection with the sale of S&P machines and equipment, S&P guarantees the specifications listed or confirmed by S&P in the contract at the time of acceptance of the machines and equipment. If S&P machines or equipment are provided to the customer for use, S&P guarantees their suitability for their intended purpose. When S&P carries out maintenance and servicing work, it does so with due care and carries out the work in accordance with the recognized state of technology and the applicable industry standards. S&P's warranty applies solely to the works created by S&P, S&P products sold and machines and

equipment provided by S&P. Any warranty by S&P also requires

- that defects or lack of usability and damage have demonstrably occurred as a result of poor material or faulty design or execution,
- the delivered items are stored, maintained and/or used in accordance with S&P guidelines before the expiration date and
- that there is no incorrect conduct on the part of the customer or third parties during use, i.e. the S&P products, machines and equipment have been processed taking S&P's processing guidelines, object-related written recommendations and service specifications into account.

When using and processing S&P products, the customer is himself responsible in compliance with S&P's product instructions. The detailed information, particularly in the technical data sheets and on the containers, is binding and must be taken into account by the customer at all times. Compliance with the rules of architecture and normal building practice is then a requirement. Similarly, S&P products are only intended for customers whose employees have the necessary knowledge and training. Particularly in the case of reinforcements of great structural importance, the customer and/or the respective construction management must arrange preliminary tests and regular inspections on the construction site. The requirements information for S&P products is non-binding. The responsibility for the correct material processing and material usage of S&P products lies with the customer. The warranty period is one year from being ready for collection or dispatch or from acceptance, where this has been agreed in writing. For replaced or repaired parts, the warranty period begins again and lasts six months from the delivery of the replacement or completion of the repair. The customer's rights in relation to defects consist of, at S&P's option, (i) free repair, (ii) free replacement delivery or (iii) reasonable price reduction in connection with works created by S&P or the sale of S&P products, machines or equipment. When S&P machines and equipment are made available for use, the customer's rights in relation to defects consist, at S&P's discretion, of (i) remedying the defect or (ii) reducing the compensation in connection with possible use. Further rights relating to defects are explicitly excluded. The right to compensation in accordance with the liability provisions remains reserved. The warranty specified above is final and replaces the statutory provisions. Any further warranty claims by the customer are hereby expressly excluded, to the extent permitted by law.

16. Goods returns

S&P will only accept returns of goods with prior consent and in above board, original packaging condition, postage paid to the Seewen SZ factory. The customer bears the costs of the return. Custom-made products, products containing cement, products with a limited shelf life, products that require special storage, and products that are no longer included in the range cannot be returned. The return value is calculated based on the value of the goods minus the reduced value and the discount granted and is credited to the customer in accordance with the following details. A credit will be issued up to a maximum of 80% of the net value of the goods, minus an amount for expenses of CHF100. This credit expires if it is not used within 12 months of receipt of the return at the Seewen SZ plant. If disposal costs are incurred, these will be invoiced to the customer.

17. General provisions

If the respective contract contains loopholes or ambiguities, the parties will jointly specify this appropriately at their discretion. S&P is expressly permitted to cite the customer as a reference for marketing purposes. For his part, the customer may only use the name S&P in connection with the project being carried out with the explicit consent of S&P. The customer's assignment of his rights under the respective contract is only permitted if S&P gives its written consent to do so. The customer is not entitled to set off his own claims against those of S&P. The parties undertake to engage in communications to the public and third parties about the conclusion, content and execution of the respective contract only by mutual agreement with mutual written consent. Should individual provisions of these T&Cs or the respective contract be or become void or invalid, the remaining part of these T&Cs or the respective contract will not be affected. Void or invalid provisions must be replaced by effective ones that come closest to their commercial purpose. A similar procedure must be followed if a loophole arises or a provision proves to be unenforceable. Amendments and/or additions to these T&Cs or to the respective contract must be explicitly agreed between the parties and must be in writing to be

effective. Should the content in translations of these T&C deviate from the German version, the German version is to be regarded as legally binding.

18. Place of performance, place of jurisdiction and applicable law

The place of performance for the delivery of services and goods arising from the contractual relationship is the S&P distribution warehouse in Seewen SZ. For debtors living abroad, S&P's delivery warehouse represents the special domicile within the meaning of art. 50 para. 2 SchKG (Debt Enforcement and Bankruptcy Law) for the liabilities of a contract entered into with S&P. All contracts concluded between the parties are subject exclusively to Swiss law, excluding the Vienna Sales Convention and the conflict of law provisions. In the event of disputes about the respective contract (including the T&Cs), the parties will initially attempt to reach an amicable agreement. If no agreement is reached, all disputes or claims arising from or in connection with the respective contract, including but not only those regarding its valid conclusion, its legal validity, its modification or termination as well as disputes about non-contractual and unjust enrichment claims, will be settled exclusively by the regular courts in Seewen SZ.