

# General terms and conditions for sales of Trelleborg Sealing Solutions Switzerland AG

## as of April 19<sup>th</sup>, 2024

### 1. Scope of application

1.1. The following terms and conditions (hereinafter "T&Cs") apply to all offers, sales and deliveries of Trelleborg Sealing Solutions Switzerland AA (hereinafter "TSS").

1.2. Purchasing conditions and other terms of the customer relating to quality assurance, warranty or logistics are hereby expressly excluded. Variations to the T&Cs of TSS will apply only if - only for the individual case - they have been confirmed in writing by TSS as an addendum to these terms and conditions. This confirmation requirement applies in any event, even if TSS fulfils the delivery to the customer without reservations, with knowledge of the above conditions.

### 2. Offer and formation of contract

2.1. Offers made by TSS are subject to change and may be made in writing or in the form of an email. They are also a request for quotations - a contract is only concluded when TSS confirms the order in writing.

2.2. The written order confirmation is always decisive for the scope of the delivery from TSS. If such an order confirmation is not available, but TSS has made a time-limited offer that was accepted by the customer on time, that offer will be decisive for the scope of delivery.

### 3. Prices

3.1. The binding prices are those that are valid at the time the contract is concluded. The prices are for DAP delivery (TSS central warehouse in Gärtringen, Germany, or TSS Stein am Rhein, according to Incoterms 2010) in CHF or Euro plus shipping and packaging costs, customs, import taxes and the applicable statutory value added tax.

3.2. If the quantity ordered is below the minimum order quantity, TSS is entitled to invoice the applicable minimum order value, provided that the customer has been informed of this in advance and has not objected.

### 4. Tools, moulds and models

4.1. All tools, moulds, dies, models as well as test devices remain the property of TSS unless otherwise agreed with the customer. After completion of the order, these items will remain in the possession of TSS and will be kept without obligation for TSS, for a reasonable period determined by TSS, for future orders. TSS will retain all the industrial property rights and copyrights to such tools or the related materials - e.g. drawings. Where such rights exist, no reproduction of such items is permitted.

4.2. All tool costs invoiced by TSS are only proportionate tool costs. These proportionate costs include regular and preventive maintenance, monitoring of production quantities, any necessary repairs, storage / custody of the tools, insurance, and the guarantee that these tools are ready for use, except for reasonable maintenance and repair times.

4.3. Follow-on tools, i.e. tools that will replace those previously used for production in the future after the agreed output has been reached, are at the customer's expense and will be invoiced separately.

### 5. Terms of payment

5.1. The invoices issued by TSS are payable without deduction, within 30 days of the invoice date.

5.2. A payment is only considered received when the amount is available for TSS.

5.3. In the event of late payment by the customer, TSS is entitled to charge interest at the rate of 5% without prejudice to further claims.

5.4. Offsetting against counterclaims - unless they are not disputed or have been legally established - is not permitted. The withholding of payments on account of claims by the customer against

TSS is excluded, unless the right of retention is based on the customer's claims from the same contractual relationship with TSS.

### 6. Shipping and transfer of risk

6.1. Packaging is at the customer's expense. The goods are shipped DAP ("delivered named place of destination", Incoterms 2010); however, all the resulting costs for TSS are borne by the customer

6.2. The risk is transferred to the customer in accordance with the chosen Incoterm. This applies even if partial deliveries are made or TSS has undertaken other services. If the shipment is delayed due to a circumstance for which the buyer is responsible, the risk is transferred to the customer when the ready-for-dispatch notification is given. TSS will insure the goods to be stored by TSS, at the express written request of the customer and at the customer's expense and according to the customer's specifications. The above provision also applies in cases where a delivery date has not been agreed.

6.3. If the delivery is delayed at the request of the customer, TSS is entitled, after setting a reasonable period for acceptance of the delivery and that period expires to no avail, to dispose of the delivery items and to supply the customer during an appropriately extended period.

### 7. Delivery times, scope of delivery and retrieval

7.1. The delivery period begins on the date of the order confirmation, but not before all details of the order have been fully clarified. The delivery deadline is considered to have been met when the ready-for-dispatch notification is given, if the dispatch is delayed or is not possible through no fault of TSS.

7.2. Delivery dates and delivery periods are only approximate and are not binding on TSS, unless TSS has expressly agreed in writing that the delivery date or delivery period is binding.

7.3. TSS reserves the right to deliver a quantity above or below the ordered quantity, insofar as this is reasonable for the customer. Subject to exceptional circumstances in the individual case, to be proven by the customer, an over/under delivery of a maximum of 10% is considered reasonable. The invoice is based on the actual delivery quantity. TSS is entitled to make partial deliveries, where reasonable for the customer.

7.4. In the case of call orders with no agreement on the duration, production sizes and acceptance dates, TSS may request binding information in this regard at the latest three (3) months after the order confirmation. If the customer does not comply with this request within three (3) weeks, TSS is entitled to set a 2-week grace period and to withdraw from the contract and / or to claim damages after expiry of the grace period.

7.5. If the customer does not fulfil his acceptance obligations, TSS - without prejudice to its other rights - is not bound by the provisions on self-help sales, but it may sell the delivery items privately after prior notification of the customer.

### 8. Delay and impossibility

8.1. Without prejudice to the customer's right of withdrawal in the event of defects (see section 10 of these T&Cs), the purchaser can only withdraw from the contract in the event of non-performance or default by TSS if there is a breach of an obligation for which TSS is responsible. In the event of default, in order to obtain withdrawal or compensation the customer must also have given TSS a reasonable period of at least four (4) weeks' notice within which to render the contractual service. The customer must also have expressly stated that if that period is not complied with he will withdraw from the contract and/or claim damages. After said period has expired, the customer is obliged to declare, if requested by TSS, whether he wishes to continue with the delivery or will claim damages or withdraw from the contract. If the customer makes such a declaration within a reasonable period set by TSS, the customer is no longer entitled to refuse the delivery or to withdraw, and may also not claim damages instead of performance, but

only accept the delivery. Such a deadline can only be dispensed with if TSS seriously and finally denies performance, or if there are special circumstances that, after weighing up the mutual interests, justify the immediate withdrawal.

8.2. With regard to claims for damages, see section 11 of these T&Cs.

#### **9. Retention of title**

9.1. All deliveries remain the property of TSS until full payment of all TSS' claims - regardless of legal foundation - existing at the time the contract is concluded. If TSS, in the customer's interest, has accepted cheques or bills of exchange on account of performance, all deliveries remain the property of TSS until those liabilities have been fully released. Reservation of title is not affected by allowing customers to maintain an open account nor by the indication or acknowledgement of the balance.

9.2. The customer is entitled to process and adapt the delivery items in the course of his normal business operations. The adaptation and processing of the delivery items by the customer is undertaken without any obligations arising for TSS. If the delivery items are processed, combined, mixed or amalgamated with other goods not supplied by TSS, TSS is entitled to a co-ownership share in the new item, in the ratio of the invoice value of the delivery items to the other processed goods at the time of processing, combining, mixing or amalgamation. If the customer legally acquires sole ownership of the new item, he hereby grants TSS co-ownership of the new item, in the ratio described above, and undertakes to store said item for TSS, free of charge.

9.3. If the customer sells the delivery item or the item co-owned in accordance with clause 9.2 of these T&Cs, either alone or together with goods not belonging to TSS, the customer hereby assigns to TSS the claims arising from the resale, in the amount of the value of the delivery items, together with all ancillary rights. TSS shall accept the assignment. If the item sold is jointly owned by TSS, the assignment of the receivable extends to the amount that corresponds to TSS's share of the joint ownership. TSS authorizes the customer, subject to revocation, to collect the receivables assigned to TSS. If the customer defaults on his obligations towards TSS, the customer must name all the debtors of the assigned receivables. The customer must also notify the debtors of the assignment. In such a case, TSS may also inform the debtors of the assignment, and may make use of TSS's authorisation to collect.

9.4. If the customer does not comply with the contract, and specifically if the customer defaults on his contractual payment obligations or breaches the obligation to treat the delivered items with care, TSS is entitled to take back the delivery item and withdraw from the contract after issuing a reminder and setting a deadline. In such a case, the customer has an obligation of surrender. Neither the enforcement of the reservation of title nor the seizure of the delivery item by TSS shall be construed as a withdrawal from the contract, unless this was expressly declared by TSS.

9.5. The customer is only entitled and authorized to resell the delivery item in the normal, orderly course of business and only with the proviso that the receivables assigned to TSS in accordance with clause 9.3 are actually transferred to TSS. The customer is not permitted to dispose of the delivery items in any other way. In particular, he may not pledge the delivery item or assign it as security.

9.6. The customer must inform TSS immediately of any enforcement measures by third parties, concerning delivery items or receivables assigned to TSS, and must provide any necessary documents in this regard.

9.7. Upon formation of the contract, the customer authorizes TSS to enter the reservation of title in public registers at his own expense. A customer who is not resident in national territory shall take any actions required by law or otherwise in order to ensure that TSS' reservation of title, as provided for in these T&Cs, is effective in the country in which the delivery is made.

9.8. TSS undertakes to release collateral if the total value of the securities granted amounts to or exceeds 150% of the secured claims.

#### **10. Claims for defects**

10.1. At the time of delivery, the goods and services are only required to fulfil the performance features expressly agreed with the customer. There is no further guarantee. The reference to technical standards serves as a description of the services, and is not to be construed as a guarantee of quality. Public statements or advertising also do not represent a contractual specification of the quality of the delivery items.

10.2. Complaints about recognizable defects can only be considered if they are made in writing immediately, at the latest within seven (7) working days after receipt of the consignment (with details of the nature, reasons and scope of the complaint); complaints about hidden defects can only be considered if they are immediately made in writing, at the latest within five (5) working days after discovery. In addition to the written notice of defects, the label attached to the delivery items must also be returned to TSS. Complaints about obvious defects are also excluded as soon as the goods have been processed. Defects in part of a delivery cannot lead to a complaint about the entire delivery.

10.3. TSS does not waive its right to object to the late notification of defects. Any warranty claims against TSS are excluded for defects that are not reported or are reported late.

10.4. Claims for defects shall not exist if the defect is attributed to a breach of the operating, maintenance or installation instructions; unsuitable or improper use; defective or negligent treatment or natural wear and tear, or to third-party intervention on the delivered items.

10.5. If the complaint about defects is justified, TSS may, at its discretion, remedy the defect by means of rectification or replacement delivery, provided that the customer can prove that the defect was present at the time of transfer of risk.

10.6. If TSS agrees to a reasonable period of time for replacement delivery or re-working, if it has carried out two reworks or a single replacement delivery and the alleged defect has not been remedied, or in the event that TSS unjustifiably refuses to carry out a necessary rework or replacement delivery or the rework or replacement is unduly delayed, the customer may, instead of rectification or replacement delivery, enforce the legal remedy of reduction or - if the defect is not minor - the right of rescission. The customer may claim damages or reimbursement of expenses in accordance with para. 11.1.

10.7. The limitation period for all claims for defects is 12 months from delivery of the items. For all replacement deliveries and attempted subsequent performance, there is a limitation period of three (3) months from delivery and / or execution, which is to run at least until the expiry of the limitation period for the original service.

#### **11. Compensation for damages**

11.1. The customer may only make claims for compensation, for whatever legal reason, if such claims are based on an intentional or grossly negligent breach of contract or breach of duty in contract negotiations by TSS. This also applies to recommendations made by TSS for certain materials and items. Liability for auxiliary personnel is expressly excluded.

11.2. Unless otherwise agreed in these T&Cs, all claims by the customer for compensation for any kind of damage, including claims for reimbursement of expenses and indirect damages such as loss of profits, production downtime, loss of orders or contractual penalties, are excluded. This applies in particular to claims for all violations of contractual obligations and tortious liability.

11.3. This exclusion of liability does not apply to claims under the Product Liability Act, or where a guarantee for the quality of the delivery items or the procurement risk has been accepted. Further, the exclusion of liability does not apply to damages resulting from injury to life, body or health.

11.4. If a claim is made against TSS by a third party due to product liability or due to a violation of official safety regulations or for other legal reasons according to domestic or foreign law, TSS may claim from the

customer the reimbursement of the expenses under the terms of the liability law applied to TSS, if, at the time of formation of the contract, the customer did not provide information or did not fully provide information about the subsequent use of the items supplied by TSS and insofar as the failure to provide information was the cause of the damage, unless the customer can prove that the damage and the failure to provide information was not attributable to him.

## **12. Recommendations on installation**

12.1. The recommendations on installation and materials provided by TSS are based on the parameters and individual conditions specified by the customer. Practical tests at the customer's company are required for their use, in any event. Due to the wide range of possible uses of TSS products, TSS cannot guarantee the accuracy of recommendations made in individual cases unless TSS assures this in writing. Installation recommendations are the intellectual property of TSS and must be kept secret from third parties.

## **13. Industrial property rights**

13.1. TSS reserves all rights to all TSS documents, such as specifications, drawings, notes, instructions, technical notices or technical data, both in paper form and in electronic form (including copyrights, the right to register industrial property rights and patents, utility models, topography protection rights, designs and trademarks), and the right of ownership to the objects containing the documents (papers, CD / DVD / USB drives etc.); such objects may not be made accessible to third parties without the prior express written consent of TSS.

13.2. Insofar as TSS has manufactured delivery items based on drawings, models, samples or other specifications provided by the customer, the customer guarantees that third-party intellectual property rights have not been violated by these delivery items. The customer shall indemnify TSS in respect of all claims, costs and other damages (including legal fees) which TSS may incur due to a violation of the provisions of para. 13.2. which is attributable to the customer.

## **14. Confidentiality**

14.1. The customer must keep confidential all information and data that becomes known to him, of which he receives knowledge within the framework of the contractual relationship with TSS (hereinafter: "Confidential Information"). The customer shall only use the Confidential Information for the purposes of the contract concluded with TSS and shall not pass it on to third parties without the prior written consent of TSS nor make it available to third parties in any other way. The customer is further obligated to protect the Confidential Information from access by third parties. In doing so, the customer must use at least the same level of care used in the treatment of his own Confidential Information. The customer is obligated to impose the same confidentiality obligations on his employees, in respect of the Confidential Information. The customer shall inform TSS immediately in writing if he becomes aware of an impending or existing or suspected breach of this confidentiality obligation. The customer shall refrain from any reverse engineering, i.e. the backward analysis by observation, examination, dismantling or testing of the delivery items for the purpose of acquiring the business and trade secrets embodied in these items.

## **15. Force majeure**

15.1. Serious events such as force majeure, industrial disputes, civil unrest, acts of war or terrorism, official orders, epidemics and pandemics, which have unpredictable consequences for the fulfilment of the contract, shall release the contracting parties from their performance obligations for the duration of the disruption and to the extent of their effect, insofar as the respective contracting party is not responsible for these serious events, even if they are in default. Such events do not constitute grounds for the automatic termination of this Contract. The Parties shall notify each other of such impediments and shall adapt their obligations to the changed circumstances in good faith.

## **16. Final provisions**

16.1. All amendments and additions to these T&Cs must be made in writing. If not, they shall be null and void. This also applies to changes to the written-form clause.

16.2. The customer is only entitled to assign or transfer receivables with the prior written consent of TSS.

16.3. All legal relationships between TSS and the customer are governed by Swiss law. The United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 shall not apply.

16.4. The exclusive place of jurisdiction for lawsuits against merchants, public-law legal entities or public-law special funds is Schaffhausen. This also applies to cheque and bill of exchange litigation, or if the customer does not have a general place of jurisdiction in Switzerland, transfers his domicile or usual place of residence after the conclusion of the contract, or if his domicile or usual place of residence is not known at the time the complaint is filed.

16.5. Purchaser agrees and undertakes that:

16.5.1 it will not use the goods for any purpose connected with chemical, biological or nuclear weapons, missiles capable of delivering such weapons, nuclear explosive activity or in any way that would cause TSS to be in breach of financial or trade sanctions imposed against Iran or any other destination;

16.5.2 it will not export, re-export, re-sell, supply or transfer the goods to any destination or party subject to UN, EU, or US trade embargos, or to any destination or party if it is known or suspected that the goods are likely to be used for the purposes set out in Sec. 16.5.1 above;

16.5.3 any re-export of the goods to which these General Terms and Conditions relate to Russia or for use in Russia shall be considered to be a material breach and Purchaser shall not re-export any such goods to Russia or for use in Russia;

16.5.4 it will comply with all applicable export and sanctions laws;

16.5.5 it will include the same terms in its dealings with its customers; and

16.5.6 it agrees to fully indemnify TSS for all costs, expenses, liabilities, losses, damages, claims, proceedings, (including without limitation legal fees) incurred or awarded against TSS arising out of or in connection with any breach of Sec. 16.5 whether such breach occurs directly or indirectly, with or without the knowledge of TSS.