

1. General

- 1.1 The present General Terms and Conditions of Sale (GTCS) shall apply to all of Aritec New Materials Group AG (Aritec)'s business relationship with customers ("buyers") if not expressly agreed upon otherwise in writing. These GTCS are the only conditions applicable to contracts concluded between Aritec and the buyer (jointly referred as "contracting parties"). The buyer's own General Terms and Conditions of Business which deviate, contradict or supplement them are not valid, even if we have not expressly contradicted them.
- 1.2 On placement or at the latest on confirmation of the order the buyer expressly recognizes the validity of these GCTS as last updated.
- 1.3 Individual agreements made with the buyer on a case-by-case basis shall have priority over these GTCS. The contents of such agreements shall be subject to a written contract or to the Aritec's written confirmation. All the unchanged conditions of these GTCS still remain binding for both parts. Alterations only apply to the transaction they have been agreed for.
- 1.4 These GTCS apply to national sales on the one hand and to international sales on the other. The international nature of the sale arises out of the relationship between the buyer and Aritec.

2. Orders and conclusion of contract

- 2.1 Offers from Aritec are non-binding and non-obligatory.
- 2.2 Orders are made in writing, per email to the contact information Aritec has provided to you most recently. The buyer is bound to the order for a period of fourteen working days after it receipt at our address.
- 2.3 Aritec is not obliged to accept the buyer's order. The acceptance can be either done in writing (by order confirmation) or by dispatch of the goods by Aritec.
- 2.4 Only the performances named in the confirmation of the order are subject matter of the contract. The statements of Aritec regarding the subject of the goods or services (f.e. weight, dimensions, practical value, capacity, tolerances, colour and technical details) as well as his illustrations of the same are only approximate, although communicated as accurately as possible, yet non-binding upon Aritec, to the extent that no contractual agreement regarding this exists. Aritec reserves the right of deviations standard in trade and deviations due to legal specifications or technical improvements as well as the replacement of components with components of equal value, to extent that these do not inhibit the suitability of the goods for the contractually foreseen purpose.
- 2.5 Any amendment to an order must be requested in writing by the buyer a) in the case of standard products, within seven working days before the goods leave Aritec's factory or warehouse, b) in the case of products manufactured to a specific buyer's order, before production is started.

3. Delivery

- 3.1 Delivery dates are given in good faith, but they are only estimated.
- 3.2 Where shipping has been agreed, delivery periods and delivery dates shall refer to the day when the goods leave the factory or the warehouse in transit or are put at the disposal of the buyer.
- 3.3 The INCOTERMS 2020 are applied. If not agreed otherwise, all of our sales are concluded as FCA in case of land transport-tation or FAS in case of transportation by sea.
- 3.4 Transport insurance will only be arranged on the expressive wish of the buyer and at his cost.
- 3.5 If a delivery ex works (EXW accordingly to INCOTERMS 2020) is agreed, Aritec has to inform the buyer that the goods are ready for collection. When the goods have not been collected 5 working days after the buyer was informed by Aritec that the goods are ready for collection, the goods are stored at the risk and expense of the buyer.
- 3.6 As to the amount of delivery, over- or under-deliveries of up to 10% per order are permitted at the same contractual conditions. The purchasing invoice has to be adapted correspondingly according to the deviation of the stated amount of delivery to the agreed amount of delivery.
- 3.7 Partial deliveries shall be permitted and Aritec is entitled to separately invoice amounts for them.

4. Delays

- 4.1 If Aritec has delays of delivery the buyer has to appropriately extend the time of delivery by at least one month. After this period the buyer can terminate the contract.
- 4.2 Aritec is not liable for impossibility of delivery or for delays in delivery when these are caused by any kind of force majeure or other circumstances not foreseen at the time of conclusion of the contract (f.e. strike, war, fire, pandemic, official measures, unforeseen operational difficulties, shortages of raw materials, incorrect or unpunctual delivery from suppliers, etc.) for which Aritec is not responsible. In such a case where circumstances significantly complicating the supply of goods or services by Aritec, or make it impossible, and where the obstacle is not only of a temporary nature, Aritec shall be entitled to withdraw from the contract. In the event where the obstacle is of temporary nature the delivery date shall be extended by the time period of the obstacle. If, in consequence of the delay, the buyer cannot be expected to accept the delivery of the goods or services, he has the right of withdraw from the sale with a written declaration to Aritec.
- 4.3 Aritec shall not be liable, particularly not for any consequential damage of any kind, in case of delay.
- 4.4 Aritec is only liable in case a delay, an impossibility of delivery or part delivery for whatever reason, is the result of acting with gross negligence. Here the liability shall be limited as per point 8 of these conditions.

5. Prices and payment

- 5.1 All prices are Euro prices. The prices are exclusive of VAT, taxes and duties. Prices were calculated at the moment of the order. Aritec reserve the right to correct the price, if the basis of costs (f.e. prices of raw materials) changes until the day of delivery.
- 5.2 Should our prices be denominated in a currency other than the EURO, they shall be automatically revised in proportion to any change, between the date when the contract was concluded and the payment date, in the official exchange value between the EURO and the foreign currency, provided the change is more than 5%.
- 5.3 Unless stipulated to the contrary in writing, the purchaser is required, when making the order, to pay a down-payment equal to 25% of the price charged for the goods. The buyer pays the balance payment of 75% once the goods are ready to dispatch. When the aforementioned payment period lapses, the buyer will be in default. The legal regulations shall apply to the consequences of the delay in payment in particular Aritec's rights to claim interest for delays and to annul the contract.
- 5.4 The invoices fall due and are payable at the time point named in the invoice or agreed in written between Aritec and the buyer. Definitive for timeliness of payment is the value date of the invoice amount in the bank account of Aritec.
- 5.5 Cheques and bills of exchange shall only be accepted as payment on the basis of an expressive agreement.
- 5.6 If different payment conditions have been agreed between Aritec and the buyer, Aritec is entitled to change them to advance payment where, following conclusion of the contract, they become aware of circumstances that significantly reduce the creditworthiness of the buyer, and which endanger the payment of the outstanding claims of Aritec against the buyer arising from the respective contractual relationship.
- 5.7 When payment is delayed, Aritec may suspend all deliveries of current orders, including those already confirmed, and/or demand cash payment for all future deliveries, without prejudice to any other course of action. Aritec shall be entitled to cease deliveries until all payment arrears from the business relationship have been settled and, in the case default, default interest to the statutorily foreseen amount.
- 5.8 In the event of payments after falling due default interest shall be charged at the rate of 1% per month above the basic rate of interest.

6. Retention of Title

- 6.1 Ownership of the goods is not transferred to the buyer until complete payment of the principal price plus all our claims and any interest.
- 6.2 The buyer undertakes to do all he can to comply with the preservation and storage rules of the goods. He furthermore undertakes to protect the Aritec's property. In particular, he shall ensure that the Retention of Title Clause is recorded in the registers

required by the national legislation in force in his country and shall complete all of the formalities necessary for the opposability of the clause.

- 6.3 In the case of mixing, combining or processing the goods with objects that do not belong to Aritec, they shall acquire common ownership of the new object developed in such a way.
- 6.4 The reserved goods cannot be pledged or transferred as a security or disposed in any other way, as long as the secured claims have not been paid for in full.
- 6.5 Aritec has to be informed immediately in writing in the event of seizures or other interventions by a third party regarding the reserved goods, so that they can assert their rights to the property. The buyer shall highlight Aritec's property rights in front of the third party.
- 6.6 For the event of a further sale of the reserved goods the buyer assigns his claims from this sales contract to Aritec. The buyer has also to inform his customer of the assignment of claim.

7. Guarantee

- 7.1 The warranty period comprises one year from delivery.
- 7.2 The buyer has to check the goods in the following days of receipt of the goods. Notifications of defects shall be made immediately in writing. Any notification for an apparent defect of the goods identified on delivery must be notified by the buyer to Aritec or to his representative within 8 working days. An apparent defect is defined as a visible damage identifiable on receipt of the goods, or by opening the packaging. Any other notification than the once mentioned above on apparent defects of the goods must be notified in writing to Aritec or to his representative no later than 6 months of receipt of the goods.
- 7.3 Any notification of apparent defects is excluded following cutting to size or the commencement of any other form of processing of the delivered goods.
- 7.4 Aritec reserves the right to make slight changes to his products with respect to the raw material not always being the same. Small or technically unavoidable deviations in quality, colour, weight and width. Such deviations with respect to the materials do not constitute a defect and may not be subject of complaint. This is also the case for standard deviation in the trade, unless Aritec has given a written declaration of delivery according to sample. For justified complaints Aritec can chose of rectification of defect or the delivery of replacement goods free from defects and the freight costs are on the charge of Aritec. Delivery goods subject to complaint has to be sent back to Aritec freight paid. If the notification is justified Aritec shall reimburse the costs of the cheapest shipping option. If unjustified notification of defect causing extensive reexaminations, the costs for these examinations can be charged to the account of the buyer.
- 7.5 No warranty for the subject of the contract is undertaken in these cases: incorrect use, natural wear and tear, incorrect treatment, chemical influences, to the extent that Aritec has no responsibility for these.

8. Liability

- 8.1 Aritec can only be liable for a damage resulted to a buyer, if they are charged with intent or gross negligence.
- 8.2 The liability for any and all damages caused by Aritec to the buyer shall not exceed the amount of the relevant buyer's order.
- 8.3 Aritec shall not in any case be liable to the buyer in contract, tort or otherwise for any indirect damages suffered by the buyer or any third party, including but not limited to consequential loss, loss of business and loss of profit whatever and however caused, to the extent permitted by applicable law.
- 8.4 Aritec can not be liable for damages resulting from wear and tear, for unprofessional treatment, for additional work of third parties or events outside the normal operational conditions.
- 8.5 Aritec shall not be liable for the applicability of their delivery goods for a special purpose.

9. Trademark rights and intellectual property

- 9.1 Use of the Aritec's trademarks by the buyer needs the previous written approval from Aritec.
- 9.2 Unless otherwise agreed in writing, delivery of any type of products, projects, studies, development and documents received or sent shall remain our exclusive property and shall not lead any transfer of background or foreground intellectual property. The same applies in the event of the said projects, study development and documents being fully or partially financed by our buyer.

10. Invalidity of any clause

- 10.1 Should any of the conditions of the present GTCS be invalid, such invalidity does not affect validity of the further conditions, which shall remain in force.

11. Export Control

- 11.1 The buyer undertakes to comply with all applicable national, European and US laws including but not limited to export controls legislation.
- 11.2 The buyer is obliged if before or after conclusion of the contract circumstances become known or suspicion which justify the adoption of a possible or actual infringement of export control regulations to notify Aritec in writing without any delay.
- 11.3 In case, at any time, of any new law or regulation renders the performance of its duties impossible or illegal for Aritec, Aritec is entitled to cancel the order and terminate the relationship without any liability to the buyer.

12. Applicable Law/place of Jurisdiction

- 12.1 These GTCS are subject to the national law of Switzerland. Both parties expressly renounce application of the United Nations Convention on Contracts for the International Sale of Goods (CISG), signed in Vienna on 11 April 1980.

12.2 If the buyer is ordinarily resident in or the purchaser's registered place of business is in one of the European Union countries, any dispute directly or indirectly related to our contractual relationship with the buyer shall be settled solely by the jurisdiction of Zürich (Switzerland).

12.3 If the purchaser is not ordinarily resident in or the purchaser's registered place of business is not in one of the European Union countries, any dispute directly or indirectly related to our contractual relationship with the purchaser shall be settled definitively, according to the conciliation and arbitration rules applied by Swiss Chamber's Arbitration Institution, Zürich, by one or more arbitrators appointed in accordance with these rules. The arbitration shall take place at Zürich. The arbitration procedure will be carried out in the English language.