

General Terms and Conditions (GTC)

1. Purpose and application

These General Terms and Conditions (hereinafter referred to as "GTC") govern the sale and provision of products and services by Certa Fides GmbH (hereinafter referred to as "CF"). These GTC constitute an integral part of the contract between the customer and CF. Any revisions or amendments to the GTC are subject to written confirmation by CF.

The customer's order, the relevant underlying offer and confirmation of order by CF exclusively form the basis of the contract between CF and the customer. The contract goes into effect upon the written confirmation of order by CF.

2. Offers, prices and payment conditions

Unless otherwise stipulated in writing, the offer remains valid during a period of 30 days from the issue date. Offers shall be treated with confidentiality, and any relevant information may not be disclosed to third parties without CF's written consent.

Unless otherwise stated, the prices are regarded as excluding taxes, duties, customs, transport, insurance, installation, operational start-up, permits and certifications.

The customer is obliged to effect a downpayment of 50% at the time of order. An invoice for the remaining amount is issued upon delivery. Payment deadlines generally amount to 30 days from invoice date, and payments should be made in the stipulated currency. Given overdue payment, CF may set an appropriate extended deadline and – if the customer fails to effect payment of the total amount due by the designated deadline – cancel the contract and demand restitution of any products and services rendered. In this case, the customer is liable for any relevant costs incurred, including any resulting depreciation in the value of the product.

3. Deadlines

Only deadlines exclusively confirmed in writing are binding. The confirmed deadlines are generally regarded as effective from the value date of receipt of payment of the downpayment by CF. Such deadlines may be extended appropriately as follows:

- a. if CF is not promptly provided with specifications required for execution of the order, or if the customer subsequently changes the specifications
- b. if the customer falls behind in the operations to be carried out on its part, or falls short of fulfilling its contractual obligations, particularly failing to comply with payment conditions
- c. if hindrances arise for which CF cannot assume responsibility, such as natural disasters, mobilisation, war, civil unrest, epidemics, accidents, illness, significant operational disruptions, labour disputes, late or erroneous delivery of subcontracting supplies, as well as any measures taken by government authorities

In such cases, CF may carry out partial deliveries.

Given delays, the customer is obliged to grant CF an appropriate deadline for subsequently fulfilling the contract. If CF fails to meet the extended deadline and any further delays are unacceptable for the customer, the customer may declare the contract as null and void, on the condition that it notifies CF within three working days after expiry of the extended deadline.

If CF is verifiably at fault for the delay of deadline, the customer has the right to claim compensation for actual direct damages, notwithstanding subsequent fulfilment or cancellation of the contract. Such compensation for damages is limited to 1% per week, maximum 5%, as calculated by the value of the late delivery. Any additional claims resulting from delays in delivery are excluded.

4. Installation, start-up and training

Installation, operational start-up and training shall be carried out by CF, or designated natural person authorised in writing by CF, as of the stipulated contractual deadline.

The customer is obliged to supply the requisite infrastructure as well as provide the persons to be trained as of the contractually stipulated deadline. Any costs incurred as a result of insufficient, lack of, or delay in supplying the requisite infrastructure as well as failure in adequately providing the persons to be trained – particularly expenses for travel, accommodations and labour – shall be charged to the customer to the fullest extent.

5. Conditions of use

Unless otherwise stated, the systems and related components as well as methods are to be used exclusively for food. Any undesignated applications may only be performed subject to the prior written consent of CF. The conditions of use explicitly prohibit any application to living things.

Installation of additional software by the customer or third party in the systems delivered by CF without its prior written consent is strictly prohibited.

6. Acceptance / warranty / guarantee

6.1. Acceptance

The customer shall verify the quality and condition of the system during fulfilment, and particularly after conclusion of the contract, within a period of 30 days and immediately notify CF of any defects in writing. If any defects arise at a later date, notification must be provided to CF in writing within five working days subsequent to discovery of the defect, otherwise performance is regarded as accepted.

6.2. Rectifying defects / warranty

The parties acknowledge that, according to the level of technology, functional disruptions cannot be ruled out even given the utmost due diligence. There is no guarantee of absolute unconditional functionality at all times. However, CF avows to exercise due diligence at all times and assumes the responsibility for ensuring that, in principle, any components designated in the contract are in no way defective.

Excluded from the liability for defects are errors and disruptions that are not attributable to CF, for example: improper handling, interference by the customer or third party, unsuitable operating resources, force majeure, unstable power supply, disturbances from other machines or equipment, natural wear-and-tear, excessive strain or force, or unusual environmental effects.

Following notification of any defects, the customer is obliged to grant CF an appropriate extension of deadline for rectifying such flaws and – according to CF's estimation – return the defective programme or system to CF's headquarters for rectification of the problem.

Any damage-related costs may not be deducted from remunerations due. The parties agree that offsetting such costs is not possible.

6.3. Guarantee and duration of guarantee

CF extends a guarantee on all products and components covered by the terms of guarantee for duration of one (1) year from the operational start-up date.

The guarantees provided by CF are defined in detail according to the terms of guarantee for the respective system. The terms of guarantee constitute an integral part of the delivery volume.

Components subject to regular wear-and-tear are totally exempt from guarantee.

CF provides no direct guarantee for components – such as deep freezers and heating ovens – procured by it within the scope of providing services and delivered unchanged as part of the overall system. If necessary, such guarantee is provided

for through the customer's entitlement to a guarantee from the manufacturer or supplier.

Subject to the precondition that the customer provides for an online connection to the properly installed system, CF extends a guarantee for software programme defects of one (1) year from the operational start-up date.

This guarantee is limited, at the discretion of CF, to replacement or repair of the defective products or components, or compensation of the invoiced value of the unreplaced products or components. Replacement parts remain the property of the supplier. The customer bears the liability for any costs incurred relating to fulfilment of the guarantees, for example: assembly, disassembly, transport, packaging, travel, accommodation and labour.

7. Liability

CF assumes no liability whatsoever for use of the system for applications other than the particular designated purpose.

In any case, CF assumes liability only for direct damages and then only if the customer verifies that such damages occurred as the result of grossly negligent or deliberate actions on the part of CF – or third party designated by CF to fulfill the contract. CF is excluded from any additional liability for indirect damages such as disruptions in production, lost earnings, loss of effectiveness or data, as well as any claims from third parties, etc. The maximum amount of compensation for damages is limited to 20% of the product price.

8. Ownership and property rights

Unless otherwise stated, the customer bears the risk upon transfer to the transport entity. The products remain the property of CF until full payment has been effected. The customer hereby authorises CF to enter the retention of ownership rights in the property rights register.

The customer acquires the right for use of the system and product according to the designated conditions with payment of the remuneration. CF retains any other rights, particularly the property rights, commercial rights and copyrights for the IT system, as well as any application authorisations not explicitly assigned.

The customer may not change, copy, multiply use of and/or resell the system or any related components without the written consent of CF. The software may only be used according to the terms of the contract, and any copying, duplicating and re-selling of the software is explicitly prohibited.

In any case, CF retains the right to further develop the system – i.e. IT system, measurement system, methods, etc. – as well as change, enhance and produce the same or similar systems for third parties; this also applies to the system components specifically developed for the customer.

9. Ineffectiveness

Regardless of the ineffectiveness of any individual points in these terms and conditions, the overall GTC remain in effect.

10. Applicable law and place of jurisdiction

Swiss law is applicable to all matters relating to the GTC, and the place of jurisdiction is CF's headquarters.

11. Concluding remarks

CF always strives to resolve any differences with its customers by amicable and mutually agreeable means.

Effective 25 Feb 2024