

General Terms and Conditions of Sale and Delivery of KEMARO AG

Version 05/2025

In accordance with the Swissmem General Terms and Conditions of Delivery for Machinery and Spare Parts 2016

1 Scope of these Terms and Conditions and Conclusion of Contract

- 1.1 These General Terms and Conditions of Sale and Delivery (hereinafter referred to as **"Terms and Conditions of Sale"**) apply to all orders for equipment and services from KEMARO AG with its registered office in Eschlikon/Switzerland, registered in the Commercial Register of the Canton of Thurgau under the company number CHE-248.424.032, postal address at Hilagstrasse 20, 8360 Eschlikon, Switzerland, and e-mail address info@kemaro.ch (hereinafter referred to as **"Supplier"**). These Terms and Conditions of Sale form an integral part of any contract with the Supplier and shall be deemed to have been accepted by the Purchaser when he places an order. General terms and conditions of the Purchaser are only valid if they have been expressly accepted by the Supplier in writing.
- 1.2 A Purchaser's order represents a binding offer to the Supplier, which the Supplier accepts if fulfills the Supplier's acceptance criteria. The contract is concluded upon receipt of the written confirmation from the Supplier that he accepts the order (order confirmation). Offers by the Supplier that do not contain an acceptance period are considered non-binding.
- 1.3 These Terms of Sale may be amended by the Supplier at any time. The Purchaser should therefore check these terms and conditions of sale before each new order. When placing an order, the Purchaser is bound by the current terms and conditions of sale. Deviating agreements and legally relevant declarations by the contracting parties must be in writing in order to be valid. Declarations in text form, which are transmitted or recorded by electronic media, are equivalent to written form if specifically agreed by the contracting parties.

2 Scope of supplies and services

The Supplier's deliveries and services are conclusively listed in the order confirmation, including any enclosures thereto.

3 Plans and technical documentation

- 3.1 Brochures and catalogues are not binding unless otherwise agreed. Information in technical documents is only binding if it is expressly assured.
- 3.2 Each party to the contract reserves all rights to plans and technical documents that it has handed over to the other. The receiving party acknowledges these rights and will not make the documents available to third parties in whole or in part or use them outside the purpose for which they were handed over to it without the prior written authorization of the other party.

4 Prices

- 4.1 Unless otherwise agreed, all prices are net, ex works, without packaging, in Swiss francs, without any deductions. All additional costs such as freight, insurance, permits, notarizations, taxes, duties, fees and customs duties are at the expense of the Purchaser.
- 4.2 The Supplier reserves the right to adjust prices if wage rates or material prices change between the time of the offer and the contractual fulfilment. In this case, the price adjustment will be made in accordance with the Swissmem sliding price formula.
An appropriate price adjustment will also be made if the delivery period is subsequently extended from one of the points specified in No. 7.2 or the documents supplied by the Purchaser did not correspond to the actual circumstances or were incomplete, or laws, regulations, principles of interpretation or application have undergone a change.

5 Terms of payment

- 5.1 Payments are to be made by the Purchaser without deduction of discounts, expenses, taxes, duties, fees, customs duties etc. as follows:

50% deposit when the order has been placed with 10 days payment term

50% balance payment once the ordered product has been dispatched with 30 days payment term

- 5.2 If the Purchaser does not comply with the agreed payment dates, he shall pay interest from the date of the agreed due date, without a reminder, which is based on the interest rates customary at the Purchaser's domicile but is at least 5% above the respective 3-month CHF-SARON. The Supplier reserve the right to compensate for further damages.

6 Ownership

- 6.1 The Supplier retains ownership of all its deliveries until it has received full payments in accordance with the contract.
- 6.2 By concluding the contract, the Purchaser authorizes the Supplier to enter or pre-register the retention of title in public registers or the like at the Purchaser's expense and to comply with all relevant formalities.
- 6.3 The Purchaser shall maintain the delivered items at his own expense during the period of retention of title and insure them against theft, breakage, fire, water and other risks for the benefit of the Supplier. It will also take all measures to ensure that the Supplier's claim to ownership is neither impaired nor cancelled.
- 6.4 If the Purchaser behaves in breach of contract, in particular in the event of default of payment, the Supplier shall be entitled to take back the delivery item after a reminder and the Purchaser shall be obliged to surrender it. The assertion of the retention of title as well as the seizure of the delivery item by the Supplier shall not be deemed to be a withdrawal from the contract.

7 Delivery deadline

- 7.1 The delivery period begins as soon as the contract has been concluded, all official formalities have been obtained, the payments to be made at the time of the order and any securities have been made, and the essential technical points have been adjusted. The delivery deadline is met if the notification of readiness for dispatch has been sent to the Purchaser by its expiry.
- 7.2 The delivery period shall be extended appropriately:
- if the Supplier does not receive the information required for the performance of the contract in good time or if the Purchaser subsequently amends it and thus causes a delay in deliveries or services;
 - if obstacles arise that the Supplier cannot avert despite exercising due care, regardless of whether they arise with the Supplier, with the Purchaser or with a third party. Such obstacles include, for example, epidemics, mobilization, war, civil war, terrorist acts, riots, political unrest, revolutions, sabotage, significant operational disruptions, accidents, labor disputes, late or incorrect delivery of the necessary raw materials, semi-finished or finished products, rejection of important workpieces, measures or omissions by authorities, state or supranational bodies, embargoes, unforeseeable transport obstacles, fire, explosion, natural events;
 - if the Purchaser or third parties are in arrears with the work to be carried out by them or are in default with the fulfilment of their contractual obligations, in particular if the Purchaser does not comply with the Terms of Payment.
- 7.3 The Purchaser shall be entitled to claim compensation for delay in the event of late deliveries, provided that a delay is demonstrably the fault of the Supplier and the Purchaser can prove damage as a result of this delay. If the Purchaser is helped out by means of a replacement delivery, the claim for compensation for delay lapses.
The compensation for delay shall not exceed 0.5% for each full week of delay, but not more than 5% in total, calculated on the contract price of the delayed part of the delivery. The first two weeks of delay do not entitle you to compensation for delay.
After reaching the maximum amount of compensation for delay, the Purchaser shall set a reasonable grace period for the Supplier in writing. If this grace period is not observed for reasons for which the Supplier is responsible, the Purchaser shall be entitled to refuse to accept the delayed part of the delivery. If partial acceptance is economically unreasonable for him, he is entitled to withdraw from the contract and to reclaim payments already made against the return of deliveries made.
- 7.4 Due to late deliveries, the Purchaser shall have no rights and claims other than those specified in this Section. 7. This restriction does not apply to unlawful intent or gross negligence on the part of the Supplier's side, but it does apply to auxiliary persons.

8 Transition of benefit and danger

- 8.1 The benefit and risk shall pass to the Purchaser upon dispatch of deliveries ex works, even if partial deliveries are made or the Supplier has assumed other services, such as shipping costs or delivery and installation.
- 8.2 If the dispatch is delayed at the request of the Purchaser or for other reasons for which the Supplier is not responsible, the risk shall pass to the Purchaser at the time originally intended for delivery ex works. From this point on, the deliveries are stored and insured at the expense and risk of the Purchaser.
- 8.3 Partial deliveries are permitted.

9 Inspection and acceptance of deliveries

- 9.1 The Supplier will inspect the deliveries before shipment if customary. If the Purchaser requests further inspections, these must be specially agreed and paid for by the Purchaser.
- 9.2 The Purchaser must inspect the deliveries within 4 weeks after receipt and notify the Supplier immediately in writing of any defects. If he fails to do so, the deliveries are deemed to have been approved.
- 9.3 The performance of an acceptance test and the determination of the conditions applicable to it require a special agreement.

10 Warranty

- 10.1 During a warranty period of 36 months or 5'000 operating hours, whichever comes first, the Supplier shall warrant to the Purchaser that the new equipment delivered has no material defects and complies with the operating instructions. Any further warranty is excluded, in particular, but not exhaustively, the warranty is excluded:
 - a. If the Purchaser has failed to check the delivered devices within 4 weeks after delivery and to complain about the defects in accordance with clause 9.2 of these Terms of Sale, or not to complain about hidden defects immediately after their discovery; or
 - b. if the Purchaser does not use the devices in accordance with the operating instructions; or
 - c. if the Purchaser does not maintain the equipment in accordance with the specifications of KEMARO AG or an authorized contractual partner; or
 - d. for error-free and uninterrupted operation, as such operation depends on a variety of circumstances beyond the Supplier's control; or
 - e. in the event of improper handling or damage by the Purchaser or third parties; or
 - f. in the event of modifications or repairs by the Purchaser or third parties who are not authorized by the Supplier to carry out repairs; or
 - g. when used in combination with third-party components; or
 - h. for normal signs of wear; or
 - i. other circumstances for which the Supplier is not responsible.

If the Supplier comes to the conclusion that the defect is not a defect for which the Supplier is liable to provide a warranty, the Purchaser shall owe the Supplier compensation for the Supplier's expenditure in troubleshooting and rectifying defects in accordance with time and expenses.

- 10.2 The warranty period begins with the dispatch of the deliveries ex works or, if the Supplier has also taken over the assembly, with their completion, but no later than 6 months after delivery. Regular maintenance by KEMARO AG, or an authorized sales partner is mandatory once a year or every 1'500 operating hours so that the warranty does not expire. If shipment or assembly is delayed for reasons for which the Supplier is not responsible, the warranty period ends no later than 42 months after notification of readiness for shipment.

The remedy of defects does not affect the warranty period, it does not start again due to the remedy of the defects. The warranty shall expire prematurely if the Purchaser does not use and maintain the delivered equipment in accordance with the operating instructions or in the event of modifications or repairs by the Purchaser or third parties, or if, if a defect has occurred, the Purchaser does not immediately take all appropriate measures to mitigate the damage and give the Supplier the opportunity to remedy the defect. For replaced or repaired parts (including components installed as part of a repair or overhaul by the Supplier), the warranty period starts again and lasts 12 months from the replacement or completion of the repair or 1'500 operating hours, whichever comes first. In any case, however, the warranty period ends until the expiry of a period that is one and a half times the warranty period according to Section 10, paragraph 1.

- 10.3 The Supplier undertakes to repair or replace as soon as possible at its discretion all parts of the Supplier's deliveries that are demonstrably defective or unusable as a result of poor material, faulty construction or defective workmanship by the expiry of the warranty period. Replaced parts shall become the property of the Supplier, unless expressly waived by the Supplier. The Supplier shall bear the costs of the repair within the scope of proportionality, provided that they do not exceed the usual transport, personnel, travel and accommodation costs as well as the usual costs for the installation and removal of the defective parts.
- 10.4 Guaranteed properties are only those that have been expressly designated as such in the order confirmation or in the specifications. The assurance is valid until the expiry of the warranty period at the latest.
If the assured properties are not fulfilled or only partially fulfilled, the Purchaser is initially entitled to immediate rectification by the Supplier. The Purchaser shall grant the Supplier the necessary time and opportunity for this purpose.
If this rectification does not succeed or is only partially successful, the Purchaser is entitled to an appropriate reduction of the price. If the defect is so serious that it cannot be remedied within a reasonable period of time, and if the deliveries are not usable or are only usable to a significantly reduced extent, the Purchaser shall have the right to refuse to accept the defective part if he notifies of this immediately, and to withdraw from the contract. The Supplier can only be obliged to refund the amounts paid to him for the parts affected by the withdrawal. Any further warranty of the Supplier is excluded.
- 10.5 Due to defects in material, construction or execution as well as due to the lack of guaranteed properties, the Purchaser shall have no rights and claims other than those specified in Sec. 10.1 to 10.4, any further warranty is excluded.

11 Export control

The Purchaser acknowledges that the equipment and individual parts may be subject to Swiss and/or foreign legal provisions and regulations on export controls and may not be sold, rented or transferred in any other way or used for any purpose other than the agreed purpose without an export or re-export permit from the competent authority. The Purchaser undertakes to comply with such terms and regulations. He acknowledges that these are subject to change and are applicable to the contract in its current wording.

12 Exclusion of Supplier's Liability

The Supplier's liability for any damages is excluded to the extent permitted by law. Damage can only occur if the Purchaser does not adhere to the operating instructions. In particular, but not exclusively, the Supplier's liability is excluded for damages that cannot be proven to arise as a result of material defects at fault, e.g. as a result of natural wear and tear, inadequate maintenance, disregard of the operating instructions, chemical or electrolytic influences, construction or assembly work not carried out by the Supplier, as well as other reasons for which the Supplier is not responsible. This exclusion of liability also applies to auxiliary persons of the Supplier.

13 Assembly

If the Supplier also takes over the assembly or installation supervision, Swissmem's General Terms and Conditions of Assembly shall apply in their latest version.

14 Privacy

- 14.1 The Supplier collects data from the Purchaser, through interactions and through its devices. This data is provided and collected either directly or through interactions, usage, and experiences with the Supplier's equipment. In particular, the following data is logged or stored:
- Contact details of the purchaser including unique identification numbers
 - Data stored by the devices themselves in the Supplier's cloud: e.g. runtime, floor plan.
- The Supplier's equipment does not log or store images of the Purchaser's surroundings.
- 14.2 KEMARO uses the collected data to provide you with an interactive feature. In particular, the data is used to:
- Provide equipment, which includes updating, backing up and troubleshooting, as well as providing support. This also includes the disclosure of data if this is necessary for the provision of the service or the performance of the function requested by the Purchaser.

- b. Improve and develop devices.
- c. Personalize the devices and make recommendations.
- d. To advertise to Purchasers, including sending promotional communications, targeted advertising and presenting relevant offers.
- e. The Supplier also uses the information to operate the Supplier's business, such as analyzing the Supplier's performance, meeting its legal obligations, developing its workforce, and conducting research.

In fulfilling these purposes, the Supplier combines data collected in various contexts or received from third parties in order to provide the Purchaser with a smooth, consistent and personalized experience, to make informed business decisions and for other lawful purposes.

The Supplier processes data using automated and manual (human) methods. Automated methods are often associated with and supported by manual methods. In order to build, train, and improve the accuracy of automated processing methods (including AI), the Supplier manually verifies some of the predictions and conclusions generated by the automated methods against the underlying data from which the predictions and conclusions were derived.

15 Place of jurisdiction and applicable law

- 15.1 The exclusive place of jurisdiction for disputes is the competent courts at the registered office of the Supplier. However, the Supplier is also entitled to prosecute the Purchaser at the Purchaser's registered office.
- 15.2 The contractual relationship is subject to substantive Swiss law, to the exclusion of international conflict of laws rules and international treaties.