

CELSIO KÄLTE + KLIMA AG

General Terms and Conditions

A. General provisions

1. Scope

- 1.1 All performance of Celsio Kälte und Klima AG, Am Langwiesenstrasse 7, CH-8108 Dällikon, is provided exclusively based on the following conditions, which the business partner acknowledges by concluding the contract. The following terms and conditions apply to all business transactions. They also apply to all future business relations, even if they are not explicitly agreed again. Other provisions, in particular the general terms and conditions of the business partner, do not become part of the contract, even in the absence of an express contradiction. Amendments or additions to these terms and conditions or ancillary agreements are not legally binding unless made in writing. The written form requirement can only be waived by written agreement. Any declaration made using a medium based on a form of storage that permits inspection and unaltered reproduction of the declaration shall be deemed to be in writing. This includes, in particular, fax or email.
- 1.2 In addition to and taking precedence over the General Provisions (A), the terms and conditions for sale, supply and services (B) and for purchasing (C) shall apply as appropriate.

2. Quotes, offers and conclusion of the contract

- 2.1 CELSIO's quotes are not issued with a guarantee as to their accuracy. Quotes by CELSIO's business partners are made subject to a guarantee of their accuracy.
- 2.2 When CELSIO submits an offer, the transaction shall be concluded upon written acceptance of the offer by the business partner and receipt of such acceptance by CELSIO or, in the case of oral acceptance by the business partner, upon receipt of CELSIO's order confirmation by the business partner. In the event of any other approval, the business partner shall notify any deviations from the content of the offer in the order confirmation or the declared acceptance in writing within three days.
- 2.3 An offer by the business partner requires express written acceptance by CELSIO.

3. Supplementary provisions

- 3.1 The deliveries and services of CELSIO's business partner must comply with the generally accepted rules of technology and the state of the art applicable at the time of delivery or service at the place of delivery or performance. Deliveries and services comply with generally accepted rules of technology if they comply with the national and supranational statutory provisions in force at the time of delivery or service at the place of delivery or performance. If the state of the art deviates from the generally accepted rules of technology in such a way that these rules of technology are not met, if deliveries and services of the business partner at the time of delivery or service at the place of delivery do not comply with otherwise applicable technical practices, or if they do not comply with the state of the art, the business partner must demonstrably notify and warn CELSIO thereof at the earliest possible time and in a qualified manner, i.e. accompanied by a generally understandable explanation of the deviations and the consequences, in writing within the meaning of clause 1.1.
- 3.2 The business partner shall indemnify and hold CELSIO harmless in full if CELSIO or board members of CELSIO or employees or representatives of CELSIO are sued under civil, criminal or administrative criminal law for deliveries or services of the business partner that do not comply with the generally accepted rules of technology and the state of the art.
- 3.3 For export orders, the INCOTERMS as applicable shall also apply. Unless otherwise agreed, deliveries are made by CELSIO 'ex works CELSIO' and deliveries to CELSIO 'ddp CELSIO'.
- 3.4 In the event of contradictions between the sets of rules, the following hierarchy shall apply: (1) mandatory legal requirements, (2) any negotiated contractual agreements between the parties, (3) the provisions of these General Terms and Conditions and (4) the INCOTERMS, as amended from time to time.

4. Offsetting; right of retention

- 4.1 Offsetting or assertion of rights of retention by the business partner is only permitted based on counterclaims that have a legal nexus with the claim of CELSIO and that have been established as final and binding by a court of law or have been explicitly acknowledged by CELSIO in writing. Business partners may only exercise a right of retention if their counterclaim is based on the same contractual relationship.
- 4.2 CELSIO may assign claims against the business partner from the business relationship in whole or in part to third parties.

5. Liability of CELSIO

- 5.1 Unless otherwise specified, CELSIO shall only be liable for damage – irrespective of the legal ground – in the event of a breach of essential contractual obligations; CELSIO's liability shall be limited to the typical loss or damage foreseeable at the time of conclusion of the contract. Insofar as the loss or damage is covered by insurance taken out by the business partner for the claim in question, CELSIO shall only be liable for any detriment not covered by the insurance (e.g. higher insurance premiums, interest incurred until claims are settled by the insurer or excess payment payable by the business partner).
- 5.2 Irrespective of the legal ground, CELSIO shall only be liable for loss or damage not manifested in the delivered item itself if the damage is attributable to intent or gross negligence and if the defect was fraudulently concealed or if the absence of defects has been guaranteed.
- 5.3 The above limitations under clauses 5.1 and 5.2 do not apply in the event of injury to life, limb or health. Liability according to the mandatory statutory provisions remains unaffected.

6. Data protection

The personal data of business partners will be stored and processed subject to the statutory requirements and in accordance with the intended purpose of the contractual relationship.

7. Applicable law; place of performance and jurisdiction

- 7.1 Unless otherwise agreed, Swiss law shall apply, excluding the UN Convention on Contracts for the International Sale of Goods.
- 7.2 The place of performance for all payments shall be the registered office of CELSIO, even if the handover is to take place in another place as agreed. By way of derogation, the place of performance shall be the place of destination designated by CELSIO for deliveries and services of the business partner.
- 7.3 The registered office of CELSIO shall be the place of jurisdiction. CELSIO is also entitled to assert claims against the business partner before the courts having jurisdiction over the registered office of the business partner.

8. Severability clause

Should any provisions contained in these General Terms and Conditions or in the contract be entirely or partially invalid, void or unenforceable, or lose their legal effect or operability at a later date, the validity of the remaining provisions shall remain unaffected. The same shall apply if the agreement appears to contain an unintentional gap. In place of the ineffective, void or inoperable provision, or in order to fill the unintended gap, a reasonable provision shall apply, which, as far as legally permissible, comes closest to what the contracting parties intended or would have intended in line with the meaning and purpose of the contract, if they had considered this issue at the time of conclusion of this contract or upon subsequent inclusion of the provision at a later date. This shall also apply if the ineffectiveness, nullity or inoperability of a provision derives from a degree of performance or time (period or deadline) stipulated in the contract; in this case, a provision that comes as closely as legally permitted to the intended degree of performance or time shall be deemed to have been agreed.

B. Sale, supply and services of CELSIO

9. Offers and scope of delivery

- 9.1 A minimum order quantity of CHF 200.00 shall apply for the sale and delivery of goods.
- 9.2 All projects, offers, quotes, drawings, scale images, descriptions and other documents are the intellectual property of CELSIO and are protected by copyright. The business partner may not make them available to third parties. All information and data contained herein is non-binding. CELSIO expressly reserves the right to make technical changes.
- 9.3 Test deliveries shall be deemed to be average samples. These are non-binding. They only show the general appearance of the goods and as a matter of fact cannot combine all the properties and differences in colour, drawing, structure and structure of the goods.
- 9.4 If the contract concerns goods to be manufactured according to the specifications of the customer (custom-made products), the right of the customer to withdraw or to terminate as well as the consideration owed by the customer as a result thereof shall be governed by the statutory provisions.
- 9.5 If an order remains unexecuted or is awarded to another party, the purchaser shall be invoiced for the costs and fees actually incurred by CELSIO for the preliminary work performed. The right to claim further damages remains reserved.
- 9.6 It is the responsibility of the business partner to submit all necessary notifications to the competent authorities in a timely manner at their own expense and to obtain any necessary authorisations.
- 9.7 CELSIO fitters are not authorised to perform gas, water or electrical installation work. If a technician nevertheless carries out such work at the request of the business partner, the technician shall act exclusively at the expense and risk of the business partner, and CELSIO assumes no liability or warranty for these works.

10. Pricing

- 10.1 The agreed prices are net prices in CHF, duty unpaid, excluding packaging, excluding transport insurance, ex works and excluding statutory VAT at the applicable rate. Insofar as taxes, duties or other charges are specified, they reflect the legal situation as at the time of submission of the offer. If CELSIO or their suppliers are subject to further duties, or if the duties specified in the offer are increased after the submission of the offer, the business partner shall bear the cost of these duties or increase.
- 10.2 Unless expressly stated otherwise, the agreed prices do not include the costs for cutting and plastering, excavation and backfilling, for a provisional power distributor for a construction site, or for electricity and water consumption during assembly, nor for any connection or inspection fees or any other services not expressly mentioned.
- 10.3 If CELSIO has agreed to carry out any installation, assembly or services, the business partner shall bear all necessary ancillary costs in addition to the agreed remuneration. These include, in particular, travel, transport and accommodation costs as well as overtime compensation, allowances and the like in the amount of the applicable rates at CELSIO. Insofar as ancillary costs have been included, they reflect the legal situation as at the time of submission of the offer. In the event of subsequent changes in the law, CELSIO may adjust the remuneration accordingly. The same applies to subsequent wage increases.
- 10.4 Agreed prices are only valid when the entire contractual performance is carried out. If materials are provided by the business partner for executing the contract, which is only permitted with the express consent of CELSIO, CELSIO may charge a flat-rate compensation of 15% of CELSIO's list price for the materials provided by the business partner.
- 10.5 CELSIO's prices are calculated on the basis that the delivery or assembly is performed in a single operation. If CELSIO incurs additional costs as a result of interruptions in assembly due to unforeseeable circumstances or circumstances not caused by CELSIO, these may be invoiced to the business partner without requiring separate notification.
- 10.6 If additional costs arise due to delays, for example due to a repeated dispatch or waiting times of fitters, which are not caused or otherwise attributable to CELSIO, or if the business partner instructs them to carry out overtime or work on equipment that has not been supplied by CELSIO, such additional costs may also be invoiced according to CELSIO's standard rates, even if a flat-rate assembly fee according to CELSIO's standard rates has been agreed.



- 10.7 In the case of invoicing according to site measurement, such measurements must be taken immediately after performance. If the business partner does not participate in measurement, they thus acknowledge the quantities determined by CELSIO.
- 10.8 If, by contractual agreement, CELSIO is to provide performance at least four months after conclusion of the contract, or if performance is owed based on a continuing obligation, CELSIO may adjust the price if the supply costs (in particular material and labour costs) or public charges change substantially. The price adjustment is limited to the extent of the change in the supply costs or public charges. At the request of the business partner, the reasons must be provided in writing. If the price adjustment leads to an increase of more than 5% of the total price, the business partner may extraordinary termination.
- 10.9 If the prices are not determined at the time of conclusion of the contract, CELSIO shall charge the prices applicable at the time of performance.
- 11. Packaging and shipping**
- 11.1 Unless expressly agreed otherwise, CELSIO will deliver the goods unpackaged. If packaging is agreed, the costs for this shall be borne by the business partner.
- 11.2 If the goods are delivered on pallets, e.g. on EUR-pallets, the pallets will be charged to the business partner and credited again after their undamaged return, less a handling discount.
- 11.3 Costs for the transport and unloading of the goods purchased from CELSIO shall be borne by the business partner. Delivery "free construction site/warehouse" means delivery without unloading. A passable access road is a prerequisite for delivery. The business partner is responsible for creating the necessary prerequisites. If unloading has been agreed, it shall be carried out at the vehicle.
- 11.4 If CELSIO has agreed to transport the goods, their liability is limited to the proper and careful selection of the freight forwarder or carrier. Transport insurance is only provided if commissioned by the business partner and at their expense.
- 11.5 Upon delivery to the freight forwarder, carrier or business partner, risk shall pass to the business partner at the latest when the subject matter of the contract leaves CELSIO's factory or warehouse. This also applies to freight-free delivery and/or partial deliveries, even if CELSIO transports the shipment with their own vehicles. A shipment not accepted by the business partner will be stored at the business partner's expense.
- 11.6 The business partner shall examine the delivered item upon receipt, require determination of any damage occurred by the carrier, and notify CELSIO thereof in writing and without undue delay. Failing this, any claim in this regard on the part of the business partner is excluded. Delivered goods shall be accepted by the business partner against confirmation and kept locked in a dry space at their risk until the time of assembly. The business partner also assumes liability for parts of the system that have already been installed.
- 11.7 Minor damage, such as damaged paintwork and scratches, that has no impact on the functionality of the delivered goods, is deemed to be transport damage; the business partner may not derive any legal consequences from this against CELSIO.
- 12. Performance periods or deadlines; partial deliveries**
- 12.1 The performance periods or deadlines specified by CELSIO are non-binding. Nevertheless, CELSIO endeavours to comply with them wherever possible.
- 12.2 If a binding performance period or deadline has been agreed and the scope of the performance is subsequently changed, an appropriate extension of the performance period or deadline for the entire order from the date on which the amendment to the agreement took effect shall be deemed to have been agreed.
- 12.3 A period or deadline for performance by CELSIO begins upon the conclusion of the legal transaction, but not before full and final clarification of all details relevant for the fulfilment of CELSIO's performance and not before fulfilment of all advance financial obligations assumed by the business partner such as, in particular, down payments or the provision of bank guarantees, and not before the business partner has created the necessary technical or structural prerequisites for delivery or assembly.
- 12.4 Events of force majeure, e.g. acts of war, industrial action, pandemics, epidemics, unusual weather conditions or the like, entitle CELSIO to extend the delivery period or deadline by a length of time corresponding to the duration of the event and a reasonable lead time or, in respect of the portion of the contract not yet fulfilled, to withdraw from the contract either in whole or in part. Upon withdrawal, CELSIO's obligation to perform and the business partner's obligation to indemnify shall cease to apply to the part of the contract that has not yet been fulfilled.
- 12.5 Partial deliveries are permitted. Each partial delivery shall be regarded as an independent delivery with regard to payment, acceptance and delay in acceptance, complaints, and the like.
- 12.6 Force majeure and/or other impediments to manufacture, delivery or execution not attributable to CELSIO, such as unfinished electrical installations, water connections or construction works, shall extend the delivery period or deadline by a reasonable period of time.
- 12.7 The business partner may withdraw from the contract only in the event of a delay in performance attributable to CELSIO based on gross negligence; this shall be subject to a reasonable grace period of at least six weeks and stated in writing.
- 13. Reservation of ownership**
- 13.1 CELSIO retains ownership of the delivered goods until complete payment. The business partner authorises CELSIO to enter the reservation of ownership in the relevant register of ownership reservations.
- 13.2 The business partner may not for pledge or transfer ownership for security purposes in the goods that are delivered by CELSIO subject to reservation of ownership. In the event of attachment, seizure or other intervention by third parties, the business partner must identify the property of CELSIO and notify the latter without delay.
- 13.3 The business partner shall reimburse all costs incurred by CELSIO in connection with defending against enforcement actions by third parties in their reserved property, in particular the costs of legal proceedings.
- 14. Payment terms, default of payment**
- 14.1 All payments must be made free of charge for CELSIO and without deduction. In the event of assembly, repair, testing and other services, the invoiced amount is due immediately. In the case of delivery of goods to be manufactured by CELSIO, a partial amount of 40% is payable after conclusion of the contract and the remaining amount within 30 days after the system is ready for operation, but no later than 2 months after notification of readiness for dispatch or assembly.
- 14.2 If a business partner owes several amounts and if the payment is not sufficient for the repayment of all receivables, payments will be settled first on the costs, then on interest and finally on the main receivable. In the event of multiple existing receivables, the payments will be allocated in accordance with Article 86 et seq. of the Swiss Code of Obligations (Obligationenrecht – OR). The business partner may not stipulate a deviating repayment provision.
- 14.3 Bills of exchange are not accepted as a matter of principle. If, by way of exception, the acceptance of cheques has been agreed, they shall be accepted merely in lieu of satisfaction. The business partner shall bear the costs of discounting and collection. CELSIO shall not be liable for timely submission.
- 14.4 In the event of default of payment by the business partner, CELSIO may claim reimbursement of cost of CHF 5.00 for each payment reminder and charge default interest in the statutory amount.
- 14.5 In the event of default on the part of the business partner or in the event of circumstances that raise doubts as to the solvency of the business partner, CELSIO may claim all receivables as due against the business partner due or to withdraw from the contract in whole or in part. If CELSIO exercises their right of withdrawal, the business partner is obliged to pay a cancellation fee in the amount of 25% of the agreed total price. If the contract concerns the delivery of custom-made products, CELSIO is alternatively entitled to make the performance already underway available to the business partner and claim reimbursement of their expenses incurred so far.
- 14.6 If partial payment has been agreed in the event of default, CELSIO may claim immediate payment of the full price.
- 14.7 The business partner shall reimburse all costs caused by improper fulfilment of their contractual payment obligations, in particular the costs of legal proceedings. The same applies to costs incurred by CELSIO in connection with defending against enforcement actions by third parties in their reserved property.
- 15. Default of acceptance**
- If the business partner fails to collect goods from CELSIO at the agreed time or if the business partner refuses to take over the goods without good legal grounds, the business partner shall be in default of acceptance. Liability for risk and chance passes to the business partner at the time the business partner is in default of acceptance. In this case, CELSIO may store such goods at the expense of the business partner in a warehouse or send them to the business partner at the latter's expense using a freight forwarder. If the goods are stored at CELSIO's own premises, CELSIO may charge a reasonable storage fee.
- 16. Repair and inspection services**
- 16.1 Costs incurred in connection with the preparation of a cost estimate shall be borne by the business partner even if the order is not carried out at all or is carried out to a modified extent. Repair parts are always shipped to and from the business partner at the latter's expense and risk.
- 16.2 When accepting repair orders or orders for the modification or conversion of legacy or third-party systems, CELSIO assumes no guarantee or liability for these services.
- 16.3 Repair and inspection works shall be paid in cash and without deduction after completion of the work. CELSIO reserves the right to return parts sent by the business partner to the latter only after payment of their invoice. CELSIO's retention obligation expires three months after notification of the completion of the work. After this date, CELSIO may sell the equipment sent in for repair by private sale and cover all claims against the business partner from the proceeds.
- 17. Advance; security**
- 17.1 CELSIO shall be entitled to demand an appropriate advance or guarantee in respect of their claims against the business partner. This applies in particular if the financial situation of the business partner significantly deteriorates after the conclusion of the contract.
- 17.2 If the business partner fails to comply with a request to make a reasonable advance or provide a reasonable collateral within two weeks, CELSIO shall be entitled to withdraw from the contract. If CELSIO exercises their right of withdrawal, the business partner is obliged to pay a cancellation fee in the amount of 25% of the agreed total price. If the contract concerns the delivery of custom-made products, CELSIO is alternatively entitled to make the performance already underway available to the business partner and demand reimbursement of expenses incurred so far.
- 18. Warranty and damages, exclusion of the right to refuse performance**
- 18.1 The business partner shall notify CELSIO, no later than 14 days after delivery, of any defects in the goods and services delivered by CELSIO that the business partner has identified or could have identified in the ordinary course of business during an inspection after delivery. If a defect is detected only later, the business partner must likewise notify CELSIO within 14 days of such detection or time at which the business partner could have detected the defect with proper attention. If the business partner fails to notify CELSIO in due time, they may no longer assert any claims for warranty or damages or from an error regarding the freedom from defects in the delivery or performance.
- 18.2 CELSIO is solely liable for and solely warrants that deliveries and services comply with the contract. Deliveries and performance comply with the contract if they have expressly warranted qualities and are suitable for the agreed use. Advertising content or public statements about the qualities of deliveries or services shall not be taken into account when assessing whether the deliveries or services comply with the contract unless they have been agreed expressly in writing to form part of the content of the contract.
- 18.3 CELSIO offers no warranty whatsoever and is not liable in any way for natural wear and tear or for defects that have occurred as a result of improper treatment or as a result of natural disasters, frost, fire, explosions, theft, water, voltage fluctuations, structural changes and the like, nor for other circumstances beyond its control. Furthermore, CELSIO offers no warranty and shall not be liable for compensation for items that the business partner has not purchased from CELSIO.



- 18.4 CELSIO shall be entitled to satisfy warranty and compensation claims of the business partner for defects in insulation, pumps, motors, fans and control devices, as well as for all deliveries outside the scope of the machine part, with debt-discharging effect by CELSIO offering the Business Partner to assign CELSIO's warranty and compensation claims against the respective supplier of these parts. If the business partner refuses to accept the offer, they may not make any claims against CELSIO arising from these defects.
- 18.5 If CELSIO does not fulfil warranty and liability claims in accordance with clause 18.4 by offering to assign CELSIO's claims against third parties, the business partner shall always allow CELSIO to remedy defects by rectification (repair or subsequent delivery of the missing items) or by replacing the goods within a reasonable period of at least 14 days. CELSIO shall always be granted at least two attempts to remedy the situation. If the business partner remedies a defect or has a defect remedied by a third party or parties before granting CELSIO an opportunity for remedial action, the business partner shall not be entitled to any claims against CELSIO arising out of or in connection with such defect.
- 18.6 Any guarantee assumed by CELSIO shall apply only for the benefit of the business partner and shall not pass to their legal successor upon transfer of the goods. All guarantee claims of the business partner shall expire if the business partner changes the location of the goods or causes third parties to modify the goods.
- 18.7 The prescriptive period for claims under a warranty or for damages shall be one year and begins with the delivery or completion of the assembly by CELSIO, in the case of works to be performed by CELSIO, with their completion, or in the case of the business partner's failure to collect goods, 14 days from the notification of the readiness for dispatch of the goods by CELSIO. During the entire warranty period, the business partner shall provide proof that a defect already existed at the time of delivery of the goods to the business partner or upon completion of a work.
- 18.8 If CELSIO assumes a warranty or is liable for a defect, this shall neither inhibit nor interrupt the prescriptive period for claims arising under warranty for loss or damage, nor will such a period start anew.
- 18.9 Warranty and compensation claims of the business partner for defects in CELSIO's deliveries and services are exhaustively stipulated in these terms and conditions and replace any statutory warranty or claims for damages. The business partner is, in particular, not entitled to a price reduction or rescission as long as CELSIO has not failed to remedy the defect. CELSIO does not offer any warranty for providing rental equipment to the business partner, in particular in the course of repairs at a workshop; the business partner shall not be entitled to any claims for compensation in the event of failure of the rental equipment.
- 18.10 The right of the business partner to refuse performance pursuant to Article 82 et seq. OR is excluded.
- 19. Indemnification**
The business partner assumes full liability for the system after handover and undertakes to indemnify and hold CELSIO harmless with regard to all personal injury or property damage caused by the system, insofar as the defectiveness of the product lies within the business partner's sphere of responsibility.

C. Purchasing by CELSIO (goods and services)

20. Ordering

- 20.1 Orders by CELSIO are legally binding only if they are issued on CELSIO order forms, state the price and conditions, and have been signed by the CELSIO purchasing department or by departments authorised by the CELSIO purchasing department. Orders, changes or additions communicated orally or by telephone require the express written confirmation of CELSIO's purchasing department or departments of affiliated companies that have been authorised by the CELSIO purchasing department.
- 20.2 In the event of contradictions between the documents relating to an order, the following hierarchy shall apply: (1) the order communication (letter, fax, electronic transmission), (2) the attachments to the order incorporating components mentioned in the order, (3) the general framework or special agreements underlying the order and (4) CELSIO terms and conditions.
- 20.3 A CELSIO order shall be deemed to have been accepted by the business partner on the terms set out in the order unless the business partner objects in writing to the acceptance of the order within 24 hours of receipt of the order. If deviations from the order are notified by the business partner, CELSIO reserves the right to withdraw from the order at any time, at no cost, until said order is expressly acknowledged.
- 20.4 All documents relating to the order must state the order number and other indicators that CELSIO requires as mandatory. If this is not the case, CELSIO reserves the right not to acknowledge these documents and to return them unprocessed.
- 20.5 A transfer of orders by CELSIO to third parties is prohibited without the written consent of CELSIO and entitles CELSIO to withdraw from the contract and to claim damages in the event of a breach.

21. Delivery period, shipping, prices

- 21.1 All delivery times, delivery dates and delivery intervals stated in CELSIO's orders are binding (fixed-date transaction – 'Fixgeschäft'). Compliance with an agreed deadline shall only be waived in cases of force majeure to the extent that such force majeure has demonstrably occurred and has been notified to CELSIO in writing within 24 hours. Events of force majeure shall include only fire, natural disasters, pandemics, epidemics, war and civil unrest.
- 21.2 If the agreed fixed date is not complied with (except in cases of force majeure) and CELSIO continues to insist on fulfilment of the contract, CELSIO will charge 0.5% of the net order value as a contractual penalty for each commenced day by which the delivery is received late, limited to 10% of the net order value. CELSIO is also entitled to assert claims for further damage or replacement costs (e.g. purchases from wholesalers and substitute suppliers, etc.) from the business partner, or to withdraw from the order and claim compensation for non-performance.
- 21.3 Early or late deliveries will only be accepted by separate written agreement. Delivery must be made according to the stipulated shipping method. Failure to comply entitles CELSIO to claim compensation for any resulting damage. If the business partner has not been expressly

informed of shipping instructions, the cheapest delivery options for the performance must be selected. Additional costs for accelerated transport to comply with a delivery time shall be borne by the business partner.

- 21.4 Unless otherwise stipulated in the order, prices are understood to include packaging and 'delivered duty paid (DDP) at destination' in accordance with INCOTERMS and are fixed prices in euro for the entire duration of the order.
- 21.5 Fixed prices include all expenses incurred by the business partner in connection with delivery of the goods and services. This includes in particular all costs of transport, packaging, insurance, taxes, duties and other charges. Any order supplements are subject to the terms of the main order.

22. Invoices; payment

- 22.1 Unless otherwise stipulated in the order, invoices for each delivery must be sent to CELSIO immediately after dispatch of the goods. They must include all necessary information (company name, order number, cost centre number, VAT ID number, consecutive invoice number, etc.). Invoices with incomplete information will not be due for payment until remedied by the business partner and can be returned by CELSIO unprocessed.
- 22.2 In the absence of special provisions, payments shall be made after performance at the place of performance within 30 days and are subject to a discount of 3% for early payment or net 45 days after receipt of the invoice. Invoices sent prematurely will not be due. Payment does not imply acknowledgement that the delivery was proper and thus does not constitute a waiver of claims based on performance of the contract, damages, contractual penalties, warranties or guarantees.
- 22.3 Foreign currencies shall be calculated at the official central exchange rates of the Swiss National Bank at the time of payment by CELSIO.

23. Warranty, notice of defects and damages

- 23.1 The business partner assumes full warranty and liability for the proper and faultless execution of the deliveries and services, as well as compliance with all relevant legal requirements and technical standards, for a period of 24 months from the date of commissioning of these products and services manufactured and delivered by CELSIO. In the same way, the business partner shall be strictly liable for the goods and components or services supplied by the business partner but not produced by them.
- 23.2 Takeover (acceptance) of the goods (performance) by CELSIO shall be made by means of an inspection at the place of use or on the occasion of the use of the goods. The warranty period only begins to run from this date. CELSIO will endeavour to verify identified defects promptly after the time of detection. CELSIO shall not be under any obligation to notify defects immediately in accordance with Article 210 OR, the application of which is excluded for CELSIO. CELSIO shall have the right, in the event of defective delivery or performance by the business partner, without prejudice to other legal options, to claim – even if the defects are insignificant and can be remedied – either free replacement deliveries, free rectification of the defects, or a reasonable discount, or to have the defects remedied at the expense of the business partner. Returns of defective goods shall be made at the expense and risk of the business partner.
- 23.3 If CELSIO is held liable vis-à-vis their final customer for warranty or damages due to a defective delivery or service of the business partner, CELSIO shall be entitled to claim compensation from the business partner, regardless of fault, for the cost and effort incurred due to rectification of the defect.
- 23.4 The business partner warrants the unrestricted use of their deliveries and services to CELSIO. The business partner shall indemnify and hold CELSIO harmless from any liability incurred by CELSIO based on the rights of third party in the delivered item, in particular based on patent or other proprietary rights.

25. Provision of material

Any material provided shall remain the property of CELSIO and shall be separately stored, designated and managed as such. Such material may be used exclusively for orders placed by CELSIO. In the event of depreciation, damage or loss, the business partner shall pay compensation without delay.