



## GENERAL TERMS AND CONDITIONS

### 1. Incorporation of Terms and Conditions in Agreement

These Terms and Conditions shall be the exclusive terms and conditions under which services and products are offered and sold and cannot be modified or amended except in a separate document executed by an authorized representative of Moltec International (Europe) GmbH. When a customer places an order with Moltec based on a previously issued quotation, the terms of such quotation and these Terms and Conditions shall govern that order and any subsequent orders by the purchaser. These shall apply as the complete terms and conditions of the order, unless Moltec has expressly agreed to further or amended conditions as mentioned above. No terms and conditions of any purchase order or invoice or other document of Purchaser utilized in connection with the purchase of services and products shall, even if expressly so stating, be deemed to override or replace these Terms and Conditions.

### 2. Quotations

Moltec's quotations are binding for a period of 60 days or for the period as stated in the quotation. Orders are legally binding after they have been accepted by Moltec in writing and receipt of the written purchase order is within the quotation period. The terms of the quotation and these Terms and Conditions shall govern the order except Moltec has expressly agreed otherwise in writing.)

### 3. Prices

Prices are given in (EUR / CHF), as indicated on quotation. Service prices are offered as part of the project agreement and charged according to actual efforts.

Hourly rates depend on the consultant level:

L1 = senior engineer

L2 = application technology or development engineer

L3 = technician/specialist.

Travel expenses are charged according to the kind of travel transport and travel duration. The hourly staff rates for the journey are set at a flat rate per hour. The type of travel and, if applicable, travel class depends on the travel distance. Unless explicitly agreed, the type of travel will be selected by Moltec International (Europe) GmbH.

Prices are based on ex-works (EXW) from place of dispatch according Incoterms 2020, unless stated otherwise. Standard ground freight packaging is included in the price. Surcharges for special packaging are charged to the customer. Taxes are not included in Moltec's prices. Moltec asserts the right to change prices at any time. If a price change occurs before the delivery of an order, Moltec will honor the prior price for confirmed purchase orders.

### 4. Force Majeure

The prices and terms offered in the purchase agreement between our companies are offered in good faith and are based upon our knowledge of today's relative costs of materials, services, and labor required to produce our products today. These costs are expected to remain relatively consistent during the term of our agreement.

In the unlikely event that a cause beyond the reasonable control of Moltec "Force Majeure" should have measurable cost effects on materials, services, or labor related to the supply of any of the products offered in the agreement, Moltec shall exercise its right to adjust its prices accordingly and present such amended prices and an explanation of the changes to the purchaser for acceptance. For the purposes of this section, a cause beyond the reasonable control of Moltec shall include, without limiting the generality of the phrase, any act of God, act of any government or other authority or statutory undertaking, industrial dispute, unexpected market exchange rate fluctuations, material shortages or substantial material cost increases, fire, explosion, accident, power failure, flood, riot or war – (declared or undeclared).

Should the purchaser accept the amended pricing, it will immediately submit to Moltec appropriate documentation reflecting the accepted changes accordingly. Should the purchaser reject any or all of the amended prices, it then may cancel future shipments for the products that are affected by the rejected amended pricing that have not yet been produced, in full or in part, but will accept shipment and invoices for such "work in progress" materials completed or near completion at the previous agreed upon pricing.

### 5. Verbal Orders

Orders provided verbally will not be considered accepted.

### 6. Minimum Orders

Moltec appreciate all orders for product and consulting. All orders valued less than EUR/CHF 100.- will be processed with a surcharge of EUR/CHF 50.-.

### 7. Change Requests for orders or engineering developments

All requests for order changes (quantity, delivery date, product specifications, etc.) or engineering development changes (concept changes, design adjustments, modifications, etc.) must be submitted in writing and reviewed by Moltec. Written confirmation of possible changes will be sent. If applicable, additional costs will be indicated/offered and require a re-order.

### 8. Cutting Charges, Marks and Surcharges

All cuts or changes to Moltec standard parts or packaging are made upon request and charged to the customer.

### 9. Specially Designed/Marked Components

All special designs or changes to Moltec standard components requested by a customer are non-refundable.

### 10. Consulting- and Engineering Projects

Stopped or postponed projects accomplished below 2/3 of the quoted project cost will be charged based on the current effort involved. Projects that are further advanced will be charged at 100% of the offered project framework.

### 11. Intellectual property of design and construction

The intellectual property (IP) of all technical designs and constructions as well as concepts and solution ideas remains with MOLTEC International. Licenses, usage rights or the assignment of rights as well as the protection of trade secrets must be agreed separately and in writing if necessary.

### 12. Standard Terms of Payment

With credit approval, full payment of an invoice is required within 30 days of the invoice date. For payments via wire transfer, customer is responsible for transfer fees. If full payment is not received within 45 days of invoice date, customer accounts and orders will be immediately revised to a cash on delivery (COD) basis at the discretion of Moltec and Moltec reserves the right to apply a 2% late penalty fee. Unauthorized credits will be, in every circumstance, re-invoiced to the customer. Credit limits and standing account credits will be automatically reduced to \$0 for all accounts which have been inactive for a period of two (2) years.

### 13. Dispatch and Insurance

Shipping is made with an invoice and risk passes to the customer at the time of shipment. All orders are ex-works. Method of shipment is determined at the discretion of the customer. Insurance is undertaken by written request only at the customer's expense, unless stated otherwise.

### 14. Limited Warranties

(1) Moltec warrants that the products are new, in a good and workmanlike manner, are in merchantable condition and are free from defects in workmanship and materials.

(2) Moltec shall repair or replace any product (at Moltec's option) that is defective at the time of receipt or becomes defective within 180 days of delivery, except where attributable to misuse, abuse, exposure to weather, neglect, damage during shipment, accident or repair or modification made by a person other than Moltec. This warranty covers the cost of Moltec replacement parts and Moltec approved labor only. All other costs, expenses and charges, including, without limitation, towing, transportation and labor, shall be the responsibility of the customer.

(3) Product repair or replacement as described above is the sole remedy of the customer and Moltec shall not be liable for any direct or indirect, incidental, consequential, punitive, exemplary or aggregated loss or damage suffered by the customer or others by reason of any defect in workmanship or manufacture of the product or the inability to use the product.

(4) Except as provided in this section, there is no express, implied or statutory warranty, condition or obligation of or by Moltec that the products meet any particular standard or specification, or that they are fit for particular purposes, and no employee has the authority to add or to otherwise modify the warranty given under this section.

### 15. Limit on Liability

(1) Moltec shall not be liable for any loss, damage or cost to customer or others that is attributable to any cause beyond reasonable control of Moltec, including, any labor dispute.

(2) Moltec's liability shall be limited in all cases, whether founded in contract, tort or otherwise, to the customer's direct damages, and Moltec shall not be liable for any punitive, exemplary, aggregated or consequential damages resulting from the non-delivery, later delivery, use of, or inability to use the products.

(3) The liability of Moltec shall in no case exceed the purchase price of the products.

### 16. Product Specifications

The specifications and instructions provided reflect the product engineering level at the time of manufacturing. It is the customer's responsibility to test the delivered product on its applicability for the intended use. Limited Warranty shall be voided if a product or a Moltec system is combined, interchanged or used together with third-party products without our written authority, i.e. products from other similar product manufacturers.

### 17. Delivery Date of Products

The delivery date stated in Moltec's quotations is from the date the order is received and confirmed by Moltec. Moltec will use reasonable efforts to maintain all delivery dates stated in its written verification of order. However, delivery dates are not binding and deliveries made after the delivery date cannot lead to claims for damages or to the revocation of the relevant order.

### 18. Complaints about goods and it's deliveries

All complaints regarding orders are to be made within seven days after receipt of goods. Returns/exchanges are only accepted with an authorized Return Material Authorization (RMA) in accordance with Moltec's return policy.

If no communication is received by Moltec within seven days of receipt of shipment, the product is deemed approved and accepted by the customer.

Any evidence of transport damage to products must be reported immediately to the carrier.

### 19. Reservation of Ownership of goods

Moltec reserves the right of ownership of supplied goods to the customer until complete payment of the purchase order has been made. The customer placing the order must take all necessary measures to ensure protection of Moltec's property.

### 20. Confidentiality and data protection

Both parties undertake to keep all confidential information obtained as part of the collaboration secret and not to pass it on to third parties.

The confidentiality obligation also applies after termination of the contractual relationship for a period of 3 years.

The customer and Moltec undertake to comply with the applicable data protection regulations. Personal data is processed exclusively in accordance with the legal requirements.

### 21. Annulments

Annulment of an order requires Moltec's prior written consent.

Moltec asserts the right to withdraw from an obligation to supply a customer if Moltec believes the financial stability of the customer placing the order has significantly deteriorated or if the customer fraudulently characterizes itself.

### 22. Final Provisions

Changes and additions to these GTC must be made in writing. If individual provisions of these GTC are or become invalid, the validity of the remaining provisions shall remain unaffected.

Swiss law shall apply exclusively.

The place of jurisdiction for any disputes arising from these terms and conditions is Hinwil (Canton of Zurich).

In the event of linguistic discrepancies in the text, the original German text shall prevail.