

The FISCHER Group Terms & Conditions are available in several languages. In the event of discrepancies, ambiguities or questions of interpretation between the language versions, the German version shall be binding and authoritative.

1. General

- 1.1 These General Terms and Conditions apply to all sales made by the companies FISCHER AG Präzisionsspindeln, FISCHER Fuel Cell Compressor AG and FISCHER Compressor AG.
- 1.2 The contract is concluded upon receipt of the written confirmation from the Supplier that he accepts the order (order confirmation). Offers that do not include an acceptance period are non-binding.
- 1.3 Deviations from the order in the order confirmation become part of the contract, unless the customer objects to them in writing within 5 working days of receipt of the order confirmation.
- 1.4 These terms and conditions of delivery are binding if they are declared applicable in the offer or in the order confirmation. Contrary terms and conditions of the Purchaser shall only be valid if they have been expressly accepted by the Supplier in writing.
- 1.5 All agreements and legally relevant declarations of the contracting parties must be in writing in order to be valid. Declarations in which text form (in particular e-mail or communication via shopping portals) are transmitted or recorded by electronic media are equivalent to written form.
- 1.6 Should any provision of these terms and conditions of delivery prove to be invalid in whole or in part, the contracting parties shall replace this provision with a new agreement that comes as close as possible to their legal and economic success.
- 1.7 In the case of orders placed in the supplier's webshop, the customer will be sent an e-mail confirming receipt of the order. This "confirmation of receipt" does not constitute acceptance of the Purchaser's offer to conclude a purchase contract, but is only intended to inform the Purchaser that his order has been received. A contract is only concluded when the customer receives an order confirmation. No contract is concluded for products from one and the same order that are not listed in the order confirmation.

2. Scope of supplies and services

- 2.1 The deliveries and services of the Supplier are conclusively listed in the order confirmation, including any enclosures thereto. The supplier is authorized to make changes that lead to improvements, provided that they do not result in a price increase.
- 2.2 If the Supplier is unable to deliver the ordered goods through no fault of its own because its subcontractor does not fulfil its contractual obligations, the Supplier shall be entitled to withdraw from the contract or to adjust the contract vis-à-vis the Purchaser. In this case, the customer will be informed immediately that the ordered product is not available. The legal claims of the customer remain unaffected.

3. Drawings 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 drawings 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 authorisation of the other party.

4. Regulations in the country of destination and protective devices

- 4.1 At the latest with the order, the Purchaser shall draw the Supplier's attention to the regulations and standards relating to the execution of the deliveries and services, the operation and the prevention of illness and accidents.
- 4.2 In the absence of an agreement pursuant to No. 4.1 the deliveries and services comply with the regulations and standards at the supplier's registered office. Additional or different protective devices are supplied to the extent expressly agreed.
- 4.3 The assembly instructions are provided in German or English. Documents in other languages can be made available by arrangement and against settlement of the translation.

5. Prices

- 5.1 Unless otherwise agreed, all prices are net, ex works, in freely available Swiss francs, without any deductions.
- 5.2 If packaging costs are not part of the product price, they are shown separately.
- 5.3 All ancillary costs such as freight, insurance, export, transit, import and other permits as well as notarizations are at the expense of the customer. Likewise, the Purchaser shall bear all kinds of taxes, duties, fees, customs duties and the like, as well as the associated administrative costs, which may be levied in connection with the contract or its performance. Insofar as such costs, taxes, etc. are levied on the supplier or his assistants, these are to be reimbursed by the customer upon presentation of the relevant documents. The supplier reserves the right to adjust prices if wage rates or material prices increase by more than 10% between the time of the offer and the contractual fulfilment. An appropriate price adjustment is also made if:
- 5.4 the delivery period is subsequently extended for one of the reasons specified in Clause 8.3, or
 - the nature or scope of the agreed deliveries or services have undergone a change, or
 - the material or the execution is subject to changes because the documents supplied by the customer did not correspond to the actual circumstances or were incomplete, or
 - laws, regulations, principles of interpretation or application have undergone a change.

6. Payment Terms

- 6.1 For new customers and occasional customers, the invoice amount is due when the order is placed.
- 6.2 For existing customers, payment can be made by invoice. However, the supplier reserves the right not to offer this payment option to individual customers in justified cases.
- 6.3 Payments shall be made by the Purchaser at the Supplier's domicile in accordance with the agreed terms of payment without deduction of discounts, expenses, taxes, duties, fees, customs duties and the like. The payment deadline is 30 days net from the date of invoice.
- 6.4 The obligation to pay shall be fulfilled to the extent that Swiss francs have been made freely available to the supplier at the supplier's domicile. If payment is agreed with bills of exchange or by means of letters of credit, the customer bears the bill discount, bill of exchange tax and collection fees or the costs for opening, notifying and confirming the letter of credit.
- 6.5 The payment deadlines must also be met if transport, delivery, assembly, commissioning or acceptance of the deliveries or services are delayed or impossible for reasons for which the supplier is not responsible, or if insignificant parts are missing or rework proves necessary that does not make the use of the deliveries impossible.
- 6.6 If the down payment or the securities to be provided at the time of conclusion of the contract are not paid in accordance with the contract, the supplier is entitled to adhere to the contract or to withdraw from the contract and to claim damages in both cases. If the Purchaser is in arrears with a further payment for any reason or if the Supplier has to seriously fear that he will not receive the Purchaser's payments in full or on time due to a circumstance that occurred after the conclusion of the contract, the Supplier shall be entitled, without limiting its statutory rights, to suspend the further execution of the contract and to retain deliveries ready for dispatch; this until new terms of payment and delivery have been agreed and the supplier has received sufficient collateral. If such an agreement cannot be concluded within a reasonable period of time or if the supplier does not receive sufficient security, he is entitled to withdraw from the contract and claim damages.
- 6.7 If the customer does not comply with the agreed payment dates, he must pay interest from the time of the agreed due date, without a reminder, which is based on the interest rates customary at the customer's domicile, but is at least 4% above the respective rate of the key interest rate of the Swiss National Bank. We reserve the right to compensate for further damages.

7. Retention of title

- 7.1 The supplier retains ownership of all its deliveries until it has received full payments in accordance with the contract.
- 7.2 The Purchaser shall be obliged to cooperate in measures necessary to protect the Supplier's property; in particular, upon conclusion of the contract, it authorises the Supplier to enter or pre-register the retention of title in public registers,

books or the like in accordance with the relevant national laws at the expense of the Purchaser and to fulfil all relevant formalities.

- 7.3 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.

8. Delivery time

- 8.1 The delivery period begins as soon as the contract has been concluded, all official formalities such as import, export, transit and payment permits 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 clarified. The delivery deadline is met if the notification of readiness for dispatch has been sent to the customer by its expiry.
- 8.2 Compliance with the delivery deadline presupposes the fulfilment of the contractual obligations by the customer.
- 8.3 The delivery period shall be extended appropriately:
 - a) if the Supplier does not receive the information required for the performance of the contract in due time, or if the Purchaser subsequently changes it and thus causes a delay in deliveries or services; or
 - b) if obstacles arise that the supplier cannot avert despite exercising due care (force majeure), regardless of whether they arise with the supplier, the customer or a third party. Such obstacles are, for example, epidemics, pandemics, 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, travel advice from authorities, embargoes, unforeseeable transport obstacles, fire, explosion, natural events; or
 - c) 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; or
 - d) if other circumstances arise for which the supplier is not responsible.
- 8.4 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 customer 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.

- 8.5 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.
- 8.6 If a specific date has been agreed instead of a delivery period, this is equivalent to the last day of a delivery period; No. 8.1 to 8.4 shall apply by analogy.
- 8.7 Due to delay in deliveries or services, the Purchaser shall have no rights or claims other than those specified in this Section. 8. This restriction does not apply to unlawful intent or gross negligence on the part of the supplier, but it does apply to auxiliary persons.

9. Packaging

- 9.1 The packaging will not be taken back by the supplier. However, if it has been designated as the property of the supplier, it must be returned by the purchaser to the place of departure prepaid.

10. Transition of benefit and danger

- 10.1 Unless otherwise agreed between the parties, delivery will be made by FCA. Supplier's shipping point (Incoterms 2020 or latest edition).
- 10.2 If 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 customer.

11. Shipping, transport and insurance

- 11.1 Special requests regarding shipping, transport and insurance must be notified to the supplier in good time. The transport is at the expense and risk of the customer.
- 11.2 Complaints in connection with shipment or transport must be addressed by the Purchaser to the last carrier immediately upon receipt of the deliveries or the freight documents.
- 11.3 Insurance against damage of any kind is the responsibility of the customer.

12. Inspection and acceptance of deliveries and services

- 12.1 The Supplier shall inspect the deliveries and services before shipment as far as is customary. If the customer requests further inspections, these must be specially agreed and paid for by the customer.
- 12.2 The Purchaser shall inspect the deliveries and services within 5 working days and notify the Supplier of any defects in writing without delay. If he fails to do so, the deliveries and services are deemed to have been approved.

- 12.3 The Supplier shall have paid the costs to it in accordance with No. 12.2 as quickly as possible, and the customer must give him the opportunity to do so. After the defects have been rectified, a new acceptance test takes place.

- 12.4 Due to defects of any kind in deliveries or services, the Purchaser shall have no rights and claims other than those specified in No. 13 (warranty, liability for defects).

13. Warranty, liability for defects

- 13.1 Warranty period:

The warranty period is 12 months for spindles and milling heads, and 6 months for multi-shift operation. For compressors and other products, the warranty period is 12 months. It shall commence with the dispatch of deliveries ex works or with the acceptance of the deliveries and services, if any, or, if the supplier has also taken over the assembly, with their completion. If shipping, acceptance or assembly are delayed for reasons for which the supplier is not responsible, the warranty period shall end no later than 18 months after notification of readiness for shipment.

For replaced or repaired parts, the warranty period starts again and lasts for 6 months from the time of replacement, completion of the repair or acceptance, but not more than until the expiry of a period twice the warranty period set out in the preceding paragraph.

The warranty shall expire prematurely if the Purchaser or third parties make changes or repairs or if the Purchaser, if a defect has occurred, does not immediately take all appropriate measures to mitigate the damage and gives the Supplier the opportunity to remedy the defect.

- 13.2 Liability for defects in material, construction and Execution: 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.

- 13.3 Liability for warranted properties:

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 an acceptance test has been agreed, the assurance shall be deemed to have been fulfilled if proof of the relevant properties has been provided on the occasion of this test.

If the assured properties are not fulfilled or only partially fulfilled, the customer 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 customer is entitled to the compensation agreed for this case or, if no such agreement has been made, 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 or services are not usable for the notified purpose or are only usable to a considerably reduced extent, the Purchaser shall have the right to refuse acceptance of the defective part or, if partial acceptance is economically unreasonable for him and he notifies this immediately, withdraw from the contract. The supplier can only be obliged to refund the amounts paid to him for the parts affected by the withdrawal.

13.4 Exclusions from liability for defects:

Excluded from the warranty and liability of the supplier are damages that cannot be proven to have occurred as a result of poor material, faulty construction or defective workmanship, e.g. as a result of:

- natural wear and tear,
- poor maintenance,
- disregard of operating regulations,
- excessive stress,
- Lack of detailed information about the application (milling, grinding strategies, etc.)
- unsuitable or faulty equipment
- Conversion, repair or assembly work not carried out by the supplier
- chemical or electrolytic influences,
- construction or assembly work not carried out by the supplier,

and as a result of other reasons for which the supplier is not responsible.

13.5 Deliveries and services of subcontractors:

For deliveries and services of subcontractors prescribed by the Purchaser, the Supplier shall only assume the warranty within the scope of the warranty obligations of the subcontractors concerned.

13.6 Exclusivity of warranty claims:

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. 13.1 to 13.5.

If the Purchaser has complained of a defect and no defect can be found for which the Supplier is responsible, the Purchaser shall owe the Supplier the remuneration for the work as well as reimbursement of further expenses and costs.

13.7 Liability for ancillary obligations:

The Supplier shall only be liable for claims by the Purchaser due to defective advice and the like or due to breach of any ancillary obligations in the event of unlawful intent or gross negligence.

14. Non-performance, poor performance and its consequences

14.1 In all cases of poor performance or non-performance not

expressly regulated in these Terms and Conditions, in particular if the Supplier begins the performance of the deliveries and services so late for no reason that timely completion can no longer be foreseen, a performance contrary to the Contract attributable to the Supplier's fault can be foreseen with certainty or deliveries or services have been carried out in breach of contract through the fault of the Supplier, the Purchaser shall be entitled to set a reasonable grace period for the relevant deliveries or services to the Supplier under threat of withdrawal in the event of omission. If this grace period expires without being used due to the fault of the Supplier, the Purchaser may withdraw from the contract with regard to the deliveries or services which have been carried out in breach of the contract or the performance of which is foreseeable in breach of the contract, and reclaim the proportion of payments already made attributable thereto.

14.2 In such a case, the provisions of No. 19, and the claim for damages is limited to 10% of the contract price of the deliveries and services for which the withdrawal is made.

15. Termination of the contract by the supplier

If unforeseen events significantly change the economic significance or content of the deliveries or services or have a significant effect on the work of the Supplier, as well as in the event of subsequent impossibility of execution, the contract shall be adjusted appropriately. Insofar as this is not economically justifiable, the supplier shall have the right to terminate the contract or the affected parts of the contract.

If the supplier wishes to make use of the termination of the contract, he must inform the customer of this immediately after becoming aware of the significance of the event, even if an extension of the delivery period has initially been agreed. In the event of termination of the contract, the supplier shall be entitled to remuneration for the deliveries and services already provided. Claims for damages by the customer due to such termination of the contract are excluded.

16. Export control

The Purchaser acknowledges that the deliveries may be subject to Swiss and/or foreign legal provisions and regulations on export controls, trade sanctions and embargoes 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.

17. Data protection

17.1 The Supplier shall process the Purchaser's data in accordance with the Supplier's data protection provisions.

17.2 The Contracting Parties agree that the Purchaser is the data controller who ensures compliance with the applicable data protection laws, in particular the lawfulness of the

processing of personal data. The Supplier processes personal data on behalf of the Purchaser and only provides a guarantee for those obligations under the applicable data protection laws that are expressly addressed to the Processors and acts in accordance with the instructions of the Purchaser.

- 17.3 The personal data provided by the customer or supplier for the purpose of ordering supplies and services (such as name, e-mail address, address, payment data) will be used by the supplier or customer for the performance and processing of the contract. This data will be treated confidentially and will not be passed on to third parties who are not involved in the ordering, delivery or payment process. The employees of the Parties involved in the processing of personal data shall be informed of the confidential nature of the personal data and shall be given appropriate instructions on their duties.
- 17.4 The Purchaser agrees that it will not withhold or delay its consent to any changes to this Data Protection Clause and/or to any additional data processing or data protection agreements and their application to the deliveries and services provided by the Supplier from time to time. This refers in particular to such changes that the Supplier reasonably believes are necessary to comply with applicable data protection laws and regulations and/or guidelines of a competent supervisory authority.
- 17.5 The Purchaser expressly agrees that the Supplier may use the Purchaser's data for advertising and informational purposes about products and services offered by the Supplier, in particular in connection with advertising e-mails, e-mail news, etc.; however, the customer can prohibit the use of his data for advertising and information purposes at any time.

18. Investments / Tools

In the case of the use of serial tools that are not compensated by the Purchaser in one payment, but are paid in the form of a surcharge on the price of deliveries, the Supplier shall have the right to demand the remaining amount from the Purchaser at any time.

19. Ownership of tools

If the customer has to pay for the tools and other devices, these only become the property of the customer after full payment has been made. Section 13 shall apply mutatis mutandis.

The maintenance obligation on the part of the supplier ends at the latest when the service life has been reached (load change) or when the maintenance exceeds 50% of the manufacturing costs of the tool.

20. Software

If the deliveries and services of the Supplier also include software, the Purchaser shall be granted the non-exclusive right to use the software together with the delivery item, unless otherwise agreed. The customer is not entitled to make copies (except for archiving purposes, for troubleshooting or to replace defective data carriers) or to

edit the software. In particular, the Purchaser may not disassemble, decompile, decrypt or reverse engineer the Software without the prior written consent of the Supplier. In the event of an infringement, the supplier may revoke the right of use. In the case of third-party software, the terms of use of the licensor apply, who can assert claims in addition to the supplier in the event of infringement.

21. Exclusion of further liability of the supplier

All cases of breaches of contract and their legal consequences as well as all claims of the customer, regardless of the legal basis for which they are made, are conclusively regulated in these terms and conditions. In the event that the Purchaser's claims arise from or in connection with the contract or its improper performance, the total amount of these claims shall be limited to the price paid by the Purchaser. On the other hand, all claims for damages, reduction, cancellation of the contract or withdrawal from the contract that are not expressly mentioned are excluded. In no case shall the Purchaser be entitled to compensation for damage that has not occurred to the delivery item itself, such as loss of production, loss of use, loss of orders, recall costs, loss of profit or other direct or indirect damages. Liability for the replacement of claims of third parties asserted against the customer due to infringement of intellectual property rights is also excluded.

This exclusion of further liability of the Supplier does not apply to unlawful intent or gross negligence on the part of the Supplier, but it does apply to auxiliary persons.

In all other respects, this exclusion of liability does not apply to the extent that it conflicts with mandatory law.

22. Supplier's right of recourse

If persons are injured or third-party property is damaged by acts or omissions of the Purchaser or his assistants and the Supplier is held liable for this reason, the Supplier shall have a right of recourse against the Purchaser.

23. Assembly

If the supplier also takes over the assembly or installation supervision, Swissmem's General Assembly Conditions apply.

24. Place of jurisdiction and applicable law

24.1 The place of jurisdiction for the Purchaser and the Supplier shall be the registered office of the Supplier.

24.2 The legal relationship is subject to substantive Swiss law.