

GTC RES RIDES AG

DOCUMENT-REVISION

Rev	Date	Name	Changes	Sites
00	2024-10.23	gz	First Edition	all

1 GENERAL

Unless otherwise agreed in writing, the following terms and conditions shall apply to our orders:

Any other terms and conditions, including those in subsequent order confirmations of the contractor (hereinafter referred to as the contractor), shall only apply if they have been expressly recognized by us in writing; they shall not be binding on us without express written recognition even if they are mentioned in the order acceptance. The same shall also apply if we accept the ordered goods in whole or in part or make payments.

Execution by the contractor shall be deemed to constitute acceptance of our terms and conditions below.

2 OFFER

The detailed offers are to be submitted without costs and obligations for us with the required documents on the agreed dates.

3 ORDER

Only written orders signed by us and contracts signed by us and the contractor are legally binding. Verbal or telephone agreements require our written confirmation. The use of the order for advertising purposes is not permitted without written consent.

4 STANDARDS AND OTHER REGULATIONS

Insofar as relevant regulations exist, in particular those of the authorities and trade associations (VSM standards, EN/DIN standards, SEV, VDE, SVTI regulations, VDI guidelines and the like), such regulations must be complied with. If we notify the contractor of works standards or other standards, these shall take precedence.

5 SAFETY REGULATIONS

The contractor warrants that the goods and services to be provided comply with the existing statutory provisions, all accident prevention regulations and any specific regulations about which the contractor must inform itself.

6 PRICES

Unless otherwise agreed in writing, the prices are fixed prices for the duration of the contract.

7 EXECUTION AND DELIVERY

The goods are to be delivered by the contractor in neutral packaging. We reserve the right to apply our own designations with our numbering. Early deliveries and partial deliveries require our written approval. Costs for partial deliveries shall be borne by the contractor. At our request, the contractor shall store the goods for three months beyond the agreed delivery date at no cost to us. The risk for the goods stored by the contractor shall be borne by the contractor. The contractor shall ensure that spare parts can be obtained for a minimum of 10 years post receipt of goods.

8 SHIPPING

If special delivery conditions, technical or test conditions, specifications, packaging, marking and shipping instructions are included with the order, these enclosures shall form an inseparable part of the order. If the contractor's shipping documents are issued incorrectly or if the department, order number, subject or other shipping instructions have not been observed in these shipping documents, all costs, demurrage charges, changeover charges etc. incurred as a result shall be borne by the contractor. Partial deliveries must be marked as such in the shipping documents.

9 INVOICING AND PAYMENT

Invoices must be submitted to us separately in duplicate, i.e. not enclosed with the shipment. Partial invoices must be marked as such. Unless otherwise agreed, payment shall be made 30 days after receipt of goods and invoice. We are entitled to demand bank guarantees or other appropriate securities for advance payments. The costs for this shall be borne by the contractor. Agreed part payments are to be requested separately. We are entitled to offset our own claims against the claims of our suppliers, irrespective of the legal grounds.

10 COMPLAINTS

An incoming goods inspection shall only take place with regard to obvious defects, transport damage, completeness and identity of the goods. Such defects shall be reported to the contractor within 5 days of delivery, other defects within 5 days of their discovery. These other defects are subject to commissioning by the client. In this respect, the contractor waives the objection of late notification of defects.

11 SUPPLY

If we provide materials and parts free of charge for the fulfillment of the contractual services, the contractor shall immediately confirm receipt of the goods to us, mark them as our property, hold them in trust and use them exclusively for the fulfillment of the contractual services. The contractor shall bear all risk for the materials and parts provided by us.

12 INSPECTION RIGHTS

We are entitled to make inspection visits to workshops and/or design offices and to carry out inspections in order to inform ourselves about the diligence and timely progress of workshop and design work. The contractor is obliged to assist in the performance of this work. The date for the inspection visits shall be mutually agreed in good time. The contractor shall be obliged to remedy any defects in the scope of delivery identified during these inspection visits and/or workshop inspections immediately at its own expense, whereby the agreed dates and/or deadlines shall not be postponed or extended. These inspection visits shall not release the contractor from its responsibility to carry out the delivery in accordance with the contract and shall not affect the contractor's warranty. Any preparatory work, provision of materials, energy, media, measuring equipment or auxiliary personnel as well as the preparation or

procurement of test and works certificates that may become necessary during the inspection visits and/or workshop tests shall be carried out by the contractor free of charge. All costs incurred by us in connection with the inspection visits shall be borne by us. Prior to delivery, the contractor's deliveries shall be inspected. If requested the inspection shall take place in the presence of our authorized representatives. The result of the inspection shall be recorded according to protocol.

13 WARRANTY

The contractor shall be liable for the completeness of the delivery, for the use of faultless materials and for the design and the agreed properties of the delivered goods, which must meet or exceed the highest standards and the latest technology and function. All design changes proposed by the contractor after confirmation of the order may only be made with our written consent. The contractor shall be liable for the completeness, correctness and professional execution of its own technical documentation. If the execution of the installation or the professional technical supervision of the installation by the contractor's specialists has been agreed in the contract, the contractor shall be liable for the quality of the work carried out and for the correct and professional commissioning of the system. Unless otherwise stipulated in the contract, the warranty period is 24 months after delivery or commissioning at the end customer. The contractor undertakes to rectify any defects notified to him no later than 30 days after the expiry of the stated warranty period at his own expense immediately upon receipt of our notification.

The defects shall be remedied either by repair or by replacement of the defective parts at the contractor's discretion. If the contractor does not remedy the defects in good time or properly despite our request, we shall be entitled to remedy them or have them remedied at the contractor's expense, whereby other rights arising from the warranty shall remain unaffected. Alternatively, we shall have the right to withdraw from the contract. Once defects have been rectified, the warranty period for the replaced or repaired parts shall commence anew. Hidden defects can also be claimed after expiry of the warranty period immediately after their discovery.

The contractor is liable for consequential costs and damage to the system due to defects caused by products supplied by the contractor, e.g. removal of parts, system downtime, freight costs, labor costs, etc., and is obliged to pay for these.

14 ASSIGNMENT, TRANSFER OF THE CONTRACTUAL OBLIGATION

Without our express written consent, the contractor may not transfer its contractual obligation or assign its contractual claim in whole or in part to third parties. Insofar as the contractor procures deliveries or services from subcontractors, it is obliged to notify us of these for approval.

15 DELIVERY TIME

The agreed delivery dates are binding, with the exception of force majeure. If the supplier realizes that he will not be able to meet the delivery time, he must inform us immediately of all circumstances known to him which make it impossible to meet the delivery deadlines, in order to enable us to make other arrangements in good time. In the event of a delay in delivery, we shall be entitled, without setting a grace period, to demand subsequent deliveries and claims for damages due to delayed delivery or to demand compensation for non-performance or to withdraw from the contract.

16 FORCE MAJEURE

Force majeure shall be deemed to be such circumstances that occur after the conclusion of the contract as a result of unforeseen events of an extraordinary nature that cannot be avoided by the partner, such as natural disasters, war, strikes and the like. The partner who is unable to fulfill his contractual obligations must inform the other partner immediately upon the occurrence and termination of the aforementioned circumstances and provide him with proof that these circumstances had a significant influence on the performance of the delivery. As soon as the obstacle ceases to exist, the contractor is obliged to inform us of its removal and to continue with the performance of the contract. Delays in sub-deliveries are not considered force majeure and do not entitle the confirmed delivery deadline to be exceeded. If the aforementioned circumstances, which could not be foreseen, last for more than 6 months for goods for which the delivery period does not exceed 1 year and for goods for which the delivery period exceeds 12 months, we are entitled to cancel the order. In this case, the contractor is obliged to reimburse us the amounts paid with a surcharge of 6% interest per annum.

17 SUSPENSION RIGHT

We are entitled at any time to demand a temporary suspension of the execution of the contract. The contracting parties shall reach agreement on the additional expenses incurred as a result of the interruption, which shall be reimbursed to the contractor. We shall determine the time of continuation of the contract in agreement with the contractor. In this case, the agreed payment and delivery dates shall be extended by the duration of the suspension period. Should such a suspension last for more than 6 months in the case of goods for which the delivery period does not exceed 1 year and for more than 12 months in the case of goods for which the delivery period is more than 12 months, the contractor shall be entitled to withdraw from the contract. In this case, the provisions of Section 16 shall apply.

18 DRAWINGS, CALCULATIONS, PLANS AND SIMILAR

The drawings, calculations, plans and the like to be provided by the contractor are specified in the order letter and the relevant supplementary conditions. This shall in any case include the documents required to obtain official approvals. The inspection of the above documents by us and our endorsement shall not release the contractor from its warranty obligation. The same applies to our suggestions and change requests. All drawings, parts lists, circuit diagrams, spare parts lists and any other required documentation must be provided with our drawing headers or prepared on our forms. The forms are to be requested from the purchaser by the contractor.

19 TECHNICAL DOCUMENTATION

All drawings, models, calculations and technical descriptions or records provided by us to the contractor are our intellectual property and may not be made accessible to third parties without our written consent. If for any reason the transaction is not realized, these technical documents must be returned to us. If the transaction is realized, the technical documents must be returned to us immediately after use for the delivery in question.

20 CONFIDENTIALITY

All documents provided by us to the contractor for the execution of the order, regardless of their type and origin, must be held confidential by the contractor with the utmost care. They may not be published, reproduced or used for any purpose other than that originally intended without our written permission. Publication of extracts is not permitted. The contractor may not use, exploit or register for industrial property rights any know-how originating from us or developed together with us or developed specifically in the execution of our order at our expense without our written consent. The contractor shall be liable to the Customer without limitation for any damage incurred by us as a result of a breach of this obligation.

21 PROTECTION RIGHT

All intellectual property rights arising during or as a result of the performance of the contract belong to the client. The Contractor declares that the goods forming the subject of this order do not have any patent or other defects of title. He further declares that he will reimburse us for all costs incurred should a third party assert claims arising from property rights or other defects of title. It is agreed that the contractor will provide us with full support against any claims by third parties.

22 PLACE OF PAYMENT AND JURISDICTION

The place of payment and jurisdiction is at the registered office of the contractor.

23 APPLICABLE LAW

The legal relationship is subject to substantive Swiss law.

24 PARTIAL INEFFECTIVENESS

A contract concluded on the basis of these terms and conditions shall remain fully effective in its remaining parts even if individual provisions are invalid. The above shall also apply to any terms and conditions set out in our order letter, which shall take precedence if they are not consistent with these terms and conditions.

Altendorf, 23.10.2024

RES RIDES AG