

## General terms and conditions The BRUGG Lifting AG (BRUGG LIFTING)

*This translation is for convenience only. The legally valid wording is to be taken from the version in German.*

### 1. Scope and basis

#### a) Scope

- 1.1 These General Terms and Conditions ("**GTC**") apply to all legal relationships (offers, contract negotiations, contracts, etc.) between BRUGG LIFTING AG ("**BRUGG LIFTING**") and its Purchasers ("**Purchasers**").  
Lifting AG (also referred to as BRUGG LIFTING) ("**BRUGG LIFTING**") and its customers ("**PURCHASERS**") concerning (i) the sale and delivery of products and works ("**DELIVERIES**") and (ii) the provision of services such as assembly or assembly supervision ("**SERVICES**") by BRUGG LIFTING to the PURCHASERS.
- 1.2 These GTC form an integral part of the legal relationships and, in particular, contracts existing between BRUGG LIFTING and the PURCHASER, unless explicitly agreed otherwise. Any provisions deviating from these GTC shall only be legally binding if expressly offered by BRUGG LIFTING or expressly accepted by BRUGG LIFTING in writing.
- 1.3 By instructing BRUGG LIFTING, the PURCHASER confirms, accepts and agrees that the DELIVERIES as well as the SERVICES are governed by these GTC. BRUGG LIFTING reserves the right to amend these Conditions at any time. Amendments shall apply to all legal relationships thereafter established between BRUGG LIFTING and the PURCHASER from the time of their notification to the PURCHASER.
- 1.4 Subject to the express written consent of BRUGG LIFTING, the Buyer's general terms and conditions and other contractual documents are explicitly excluded. This shall also apply if the Buyer's general terms and conditions or other documents have been incorporated into an order or order confirmation of the Buyer or otherwise communicated to BRUGG LIFTING.

#### b) Offers and conclusion of contracts

- 1.5 All offers, price lists, product descriptions, brochures, plans and the like of BRUGG LIFTING are non-binding (in particular with regard to the contractual characteristics of the SUPPLIES) and may be amended or revoked at any time, unless explicitly stated otherwise in the relevant document.
- 1.6 To the extent that BRUGG LIFTING's quotations are non-binding, a contract shall only be concluded at the time when the Purchaser receives written confirmation that BRUGG LIFTING accepts the order (by written order confirmation or signing of a written contract) or at the time when BRUGG LIFTING executes the order.
- 1.7 The SUPPLIES and SERVICES are exhaustively listed in the written order confirmation. Should no written order confirmation be issued, the description shall result from the written contract signed by BRUGG LIFTING or, subsidiarily, from the offer of BRUGG LIFTING.

- 1.8 Should it transpire after the conclusion of the contract that the SUPPLIES or SERVICES ordered cannot be delivered or provided either in part or in total as a result of force majeure or for reasons for which BRUGG LIFTING is not responsible (e.g. as a result of non-delivery or late delivery on the part of a supplier of third party products) or if DELIVERIES or SERVICES become unreasonably difficult due to such circumstances, BRUGG LIFTING shall in this respect be released from its obligation to perform its contractual obligations, from any liability for damages and from any other remedy for breach of contract. BRUGG LIFTING shall be entitled to rescind the Contract in whole or in part. The PURCHASER shall be notified of this by e-mail and any payments already made for the relevant SUPPLIES shall be refunded to it either in full (in the event of a full withdrawal) or in respect of the SUPPLIES which cannot be delivered (in the event of a partial withdrawal).
  - 1.9 Item 1.8 shall in particular also apply if trade restrictions, embargoes, sanctions or similar obstacles imposed by the competent authorities (including all authorities which enact and/or implement such measures in the United States, the European Union, Switzerland and the United Kingdom) ("**MEASURES**") result in BRUGG LIFTING's performance of its contractual obligations being rendered impossible or unreasonably difficult.
  - 1.10 The CUSTOMER shall not be entitled to transfer DELIVERIES OF BRUGG LIFTING to addressees of MEASURES (such as sanctioned states, companies, organisations or persons), against payment or free of charge, in parts or as a whole.
- #### c) Orders in the webshop
- 1.11 In deviation from lit. b, the following provisions shall apply to orders placed in the BRUGG LIFTING webshop [www.bruggshop.com](http://www.bruggshop.com) ("**WEBSHOP**").
  - 1.12 The PURCHASER can select SUPPLIES from the product range in the WEBSHOP and collect them in a so-called shopping basket by clicking on the "add to basket" button.
  - 1.13 By clicking on the button "order now", the PURCHASER makes a binding offer to purchase the DELIVERIES in the shopping basket and has agreed to the validity of these GTC and the privacy policy of BRUGG LIFTING.
  - 1.14 The order placed by the PURCHASER will be automatically documented by BRUGG LIFTING with an order confirmation sent by e-mail. This merely confirms receipt of the order, but does not constitute acceptance of the offer on the part of BRUGG LIFTING.
  - 1.15 A contract for the SUPPLY ordered shall only be concluded when BRUGG LIFTING sends the PURCHASER an order confirmation by e-mail, at the latest, however, when the SUPPLIES ordered are dispatched.
  - 1.16 If the SUPPLY ordered in the WEBSHOP is not available, BRUGG LIFTING reserves the right not to accept the offer of the PURCHASER. BRUGG LIFTING will inform the PURCHASER accordingly and refund any payments already made.

1.17 All information (product descriptions, illustrations, colour samples, dimensions, loads, weights, technical specifications, accessory relationships and other information) in the BRUGG LIFTING WEBSHOP are subject to error and do not constitute a guarantee of properties.

1.18 Clause 1.7 also applies mutatis mutandis to orders placed by the PURCHASER in the WEBSHOP.

d) Form

1.19 All agreements and legally relevant declarations of the parties must be in writing in order to be valid. Declarations in text form, which are made by email or via

forms of the WEBSHOP are transmitted or recorded shall be deemed to be written statements of a party.

## 2. Prices and terms of payment

2.1 The prices and the terms of payment are set out in the written order confirmation or in the order confirmation sent by e-mail following an order in the WEBSHOP (or in the written contract signed by BRUGG LIFTING or in the offer of BRUGG LIFTING if no written order confirmation has been issued). Prices are net, in Swiss francs, plus the applicable statutory excise duty, value added tax, "Goods and Services Tax" (GST) or comparable tax in the country of destination, unless this excise duty is shifted to the PURCHASER by way of "Reverse Charge" in the country of destination. In addition, the prices are "Free Carrier" (FCA) at the registered office of BRUGG LIFTING (INCOTERMS 2020).

2.2 Invoices shall be issued at the discretion of BRUGG LIFTING in advance or after DELIVERY - in the WEBSHOP, the PURCHASER may possibly determine the method of payment himself. Deductions from invoice amounts may not be made unless explicitly agreed otherwise in writing. Offsetting against counterclaims is not permitted. Unjustified cash discounts will be invoiced.

2.3 The payment deadline shall also be observed if the fulfilment of the contract is delayed or if insignificant parts of the SUPPLIES and/or PERFORMANCE are still missing.

2.4 The place of performance for payments shall be the registered office of BRUGG LIFTING.

2.5 The due date is also the expiry date. If invoices are not settled within the payment period, the PURCHASER shall be in default without reminder and shall owe default interest at 8% p. a.

2.6 BRUGG LIFTING expressly reserves the right to claim further damages for default as well as to withdraw from the contract and to surrender the DELIVERY pursuant to Art. 214 para. 3 of the Swiss Code of Obligations as well as to claim further damages. In the event of default in payment by the Purchaser, BRUGG LIFTING shall be entitled to have a third party collect payment at the Purchaser's expense.

## 3. Price adjustment

The prices agreed between the CUSTOMER and BRUGG LIFTING for DELIVERIES and SERVICES shall be binding, provided that the DELIVERY or the performance of the

SERVICE takes place within 3 months after the conclusion of the contract. Otherwise, BRUGG LIFTING reserves the right to unilaterally adjust the respective prices appropriately due to changes in labour, material or energy costs. Should BRUGG LIFTING exercise this right, it shall notify the CUSTOMER OF THE new price no later than 30 days prior to the agreed delivery date or date of performance of the services. In the event of a price increase, the PURCHASER SHALL HAVE the right to withdraw from the contract. If the CUSTOMER wishes to withdraw from the contract, it shall notify BRUGG LIFTING thereof within 14 days of receipt of the notice of the price increase. Should the CUSTOMER withdraw from the contract, BRUGG LIFTING shall be released from any liability for damages and from any other remedy for breach of contract.

## 4. Delivery, delivery periods and deadlines

4.1 DELIVERIES SHALL BE made "Free Carrier" (FCA) at the registered office of BRUGG LIFTING (INCOTERMS 2020). The transfer of risk shall take place upon delivery.

4.2 The period for the delivery of the SUPPLIES or the performance of the SERVICES ("DELIVERY PERIOD") shall commence as soon as the contract has been concluded and, in the opinion of BRUGG LIFTING, all essential preconditions for the delivery of the SUPPLIES or the performance of the SERVICES have been fulfilled (e.g. receipt of prepayments, completion of official formalities, settlement of technical points). DELIVERY DEADLINES shall be deemed to have been complied with if the SUPPLIES have been made available to the Purchaser at BRUGG LIFTING's registered office or the SERVICES have been provided before the expiry of such DELIVERY DEADLINES.

4.3 The DELIVERY PERIOD shall not commence or shall be reasonably extended if obstacles occur which BRUGG LIFTING cannot prevent despite exercising due care or if any other circumstances occur for which BRUGG LIFTING is not responsible. Clauses 1.8 and 1.9 remain reserved.

4.4 If the DELIVERY DEADLINE is not complied with, the PURCHASER may claim liquidated damages for delay to the extent that the delay is demonstrably the fault of BRUGG LIFTING and the PURCHASER has suffered damage as a result. The liquidated damages for delay shall amount to 0.2% of the contract price of the delayed part of the SUPPLIES or SERVICES for each full week of delay and shall be limited to a total of 5 % of the contract price of that part. The first two weeks of delay shall not entitle the Buyer to liquidated damages for delay and all rights and claims of the Buyer arising out of delays which do not exceed the duration of the first two weeks shall be excluded. Upon reaching the maximum of the liquidated damages for delay (5% of the contract price of the delayed part), the PURCHASER shall grant BRUGG LIFTING in writing a reasonable period of grace. If this grace period is not complied with for reasons for which BRUGG LIFTING is not responsible, the statutory consequences of default shall then apply.

4.5 If a specific date is agreed instead of a DELIVERY PERIOD, this date shall be equivalent to the last day of a DELIVERY PERIOD. Clauses 4.2-4.4 (and 4.6) apply analogously.

- 4.6 The PURCHASER shall have no rights or remedies for delay in the DELIVERIES or SERVICES other than those expressly set out in this Clause 4. This limitation of liability shall not apply in the event of gross negligence or unlawful intent on the part of BRUGG LIFTING, or to the extent that it is otherwise contrary to mandatory law.
- 4.7 If the PURCHASER fails to collect DELIVERIES within 5 days of receipt of the collection invitation, BRUGG LIFTING reserves the right to charge a storage / delay fee of CHF 70.00 per day from the 6th day until the DELIVERY is collected.
- 5. Acceptance**
- 5.1. The PURCHASER shall inspect the SUPPLIES immediately upon receipt and shall notify BRUGG LIFTING in writing of any defects within 7 days of receipt of the SUPPLIES. If the Purchaser fails to inspect or notify BRUGG LIFTING of any defects in accordance with this Clause 5.1, the SUPPLIES shall be deemed to have been approved.
- 5.2. If there are no defects in the SUPPLIES or only defects that are not material, the acceptance of the SUPPLIES shall be deemed to have taken place upon completion of the inspection.
- 5.3. The rights of the PURCHASER in the event of defects shall be governed by Clause 6.
- 6. Warranty**
- 6.1. BRUGG LIFTING warrants to the PURCHASER that at the time of delivery the SUPPLIES do not have any substantial defects in workmanship or material which would impair the proper use of the SUPPLIES. Any further warranty of quality and any warranty of title are expressly excluded, unless explicitly agreed in the written order confirmation and/or the contract.
- 6.2. With respect to Third Party Products, BRUGG LIFTING's warranty and liability to the PURCHASER shall be limited solely to BRUGG LIFTING's exercise, at the PURCHASER's expense, of the warranty rights based on the statutory or contractual provisions of the Third Party (e.g. GTC, warranty provisions). In the event that the third party does not voluntarily comply with its warranty and liability obligations, BRUGG LIFTING shall assign its warranty rights and liability remedies to the PURCHASER for enforcement. In all other respects, any warranty and liability of both BRUGG LIFTING and its auxiliaries is excluded to the extent permitted by law vis-à-vis the PURCHASER.
- 6.3. In particular, BRUGG LIFTING shall not be liable for defects for which the PURCHASER is responsible or which are the result of normal wear and tear (e.g. wear parts), improper transport and/or storage, improper assembly, use of the PURCHASER's materials, modifications or repairs by the PURCHASER or third parties. of wear parts), of improper transport and/or storage, of improper assembly, of the use of the Purchaser's materials, of modifications or repairs by the Purchaser or third parties without the consent of BRUGG LIFTING, of assembly or maintenance by the Purchaser or third parties without the consent of BRUGG LIFTING, of overloading, of natural disasters, of environmental damage or as a result of other causes for which BRUGG LIFTING is not responsible.
- 6.4. BRUGG LIFTING's warranty is subject to the PURCHASER notifying BRUGG LIFTING in writing of any defects within 7 days of receipt of the SUPPLIES (see also Clause 5.1). Any hidden defects discovered later must be notified to BRUGG LIFTING in writing within 7 days of discovery.
- 6.5. Warranty claims shall become statute-barred after the expiry of 12 months, subject to an explicit provision to the contrary.
- months after delivery of the relevant SUPPLY. Any SUPPLY replaced or repaired by BRUGG LIFTING shall be subject to the 12-month period from delivery of the original SUPPLY.
- 6.6. After a claim for defects has been made, BRUGG LIFTING may subsequently either inspect the SUPPLY on site or request that the SUPPLY be returned to BRUGG LIFTING. BRUGG LIFTING will examine the warranty claim and inform the PURCHASER whether or not the claim is covered by the warranty. The PURCHASER shall keep the SUPPLY until the claim has been definitively clarified.
- 6.7. Any cooperation by BRUGG LIFTING in identifying defects or remedying the same shall be without prejudice to the existence and scope of the warranty.
- 6.8. In the event of a warranty claim, BRUGG LIFTING shall, at its own discretion, either remedy any defects in the DELIVERY free of charge or replace it in whole or in part. Any claim for rescission of the contract (redhibitory action), reduction of the purchase price (abatement), substitute performance and/or damages shall be excluded.
- 6.9. In the absence of a warranty claim, the Purchaser shall bear all costs incurred by BRUGG LIFTING in asserting the claim not covered by the warranty. This includes in particular transport, assembly and labour costs.
- 6.10. The Purchaser shall have no rights and claims in respect of defects and the absence of warranted characteristics other than those expressly set out in this Clause 6. This limitation of warranty and liability shall not apply in the event of gross negligence, unlawful intent or fraudulent concealment of defects by BRUGG LIFTING, or to the extent that it is otherwise contrary to mandatory law.
- 7. Services**
- 7.1. The subject matter and scope of the SERVICES are exhaustively set out in the relevant contract. Additional conditions may apply to the SERVICES, e.g. the SERVICES provided by BRUGG LIFTING in the field of assembly or assembly supervision of the SUPPLIES.
- 7.2. The PURCHASER shall inspect the SERVICES immediately after they have been performed and shall notify BRUGG LIFTING in writing of any complaints immediately, but at the latest within 7 days of the performance of the SERVICES (date of postmark decisive). If the PURCHASER fails to notify BRUGG LIFTING, the SERVICES shall be deemed to have been accepted.
- 7.3. Unless expressly agreed otherwise, BRUGG LIFTING shall be liable to the PURCHASER only for the diligent performance of the SUPPLIES and shall not be responsible for the results of the SUPPLIES. BRUGG LIFTING provides consultancy services to the best of its knowledge and

belief but does not warrant that the SUPPLIES are suitable for the use intended by the PURCHASER. BRUGG LIFTING's SERVICES are based on documents provided by the PURCHASER or third parties. The timeliness, completeness and accuracy of the documentation is the responsibility of the PURCHASER. BRUGG LIFTING shall not be liable for any defective documents or designs. In all other respects, reference is made to Clause 10 for liability.

7.4. In the event of an expressly agreed responsibility for results on the part of BRUGG LIFTING, Clause 6 shall apply analogously.

## 8. Returns

8.1. BRUGG LIFTING grants the PURCHASERS the right to return ordered and undamaged SUPPLIES on a voluntary basis. However, the right of return is subject to the proviso that the returned SUPPLY is undamaged, shows no signs of use and is returned by the PURCHASER in its entirety (including all individual parts and accessories as well as packaging material) to BRUGG LIFTING within 14 days of receipt of the delivery (the decisive point in time is the receipt of the returned SUPPLY by BRUGG LIFTING).

8.2. Explicitly excluded from the right of return pursuant to Clause 8.1 are all SUPPLIES made up for the PURCHASER (such as, for example, wire ropes, textile lifting gear or made-up sling chains cut to size according to the specifications of the PURCHASER in the drop-down menus in the WEBSHOP) as well as all SUPPLIES which are manufactured or adapted at the request of the PURCHASER. In exceptional cases, BRUGG LIFTING may take back such SUPPLIES at its own discretion and on grounds of goodwill - however, the PURCHASER shall have no claim in this respect.

8.3. The return of SUPPLIES shall be at the cost and risk of the PURCHASER. After receipt and inspection of the SUPPLY, BRUGG LIFTING will refund to the PURCHASER the purchase price paid for the returned SUPPLY, excluding shipping and packaging costs.

## 9. Retention of title

The SUPPLIES shall remain the property of BRUGG LIFTING until the PURCHASER has fulfilled its payment obligations and BRUGG LIFTING has received all payments in full under the Contract. The PURCHASER shall cooperate without delay in any action taken to protect the property of BRUGG LIFTING. The Purchaser further authorises BRUGG LIFTING to enter its property in the relevant retention of title register if BRUGG LIFTING wishes such entry.

## 10. Liability and limitation of liability

10.1. BRUGG LIFTING's liability arising from or in connection with a contract or its improper performance shall be limited in total to 50% of the agreed contract price. This includes in particular any claims arising from delay in accordance with Clause 4.4.

10.2. All claims by the Purchaser for compensation for indirect, consequential and incidental damages, lost profits and unrealised savings, irrespective of the legal grounds on which such damages are claimed, are expressly

excluded. The same applies to damage attributable to causes pursuant to Clause 6.3 (self-inflicted fault, normal wear and tear, improper transport, etc.) as well as to acts and omissions of auxiliary persons.

10.3. BRUGG LIFTING's liability for third-party products is excluded or limited in accordance with Section 6.2.

10.4. The rights and claims of the Purchaser arising out of or in connection with the Contract or its improper performance, irrespective of the legal basis on which they are made, are expressly and exhaustively stated in these GTC. Other and further rights and claims are excluded.

10.5. These limitations of liability shall not apply in the event of gross negligence or unlawful intent on the part of BRUGG LIFTING, or to the extent that they are otherwise contrary to mandatory law.

## 11. Further provisions

### a) Involvement of third parties

11.1. BRUGG LIFTING shall be entitled to engage third parties for the performance of the contract. BRUGG LIFTING shall be liable for the services of third parties as for its own services.

### b) Intellectual property rights

11.2. BRUGG LIFTING or its licensors, if any, shall retain all rights in all Deliverables and Services, descriptions, brochures, plans, documents and data carriers, including patent, copyright or other intellectual property rights. The Purchaser acknowledges these rights of BRUGG LIFTING or its licensors.

11.3. BRUGG LIFTING confirms that, to the best of BRUGG LIFTING's knowledge, the descriptions of SUPPLIES and SERVICES, brochures, plans, documents and data carriers provided to the PURCHASER do not infringe any third party rights. However, BRUGG LIFTING does not warrant or guarantee that the descriptions of SUPPLIES and SERVICES, brochures, plans, documents and data carriers provided to the PURCHASER do not infringe any third party rights.

### c) Data protection

11.4. BRUGG LIFTING processes certain personal data of its PURCHASERS within the framework of the contractual relationship or when initiating the contract. The processing by BRUGG LIFTING is carried out in accordance with the relevant provisions of the EU General Data Protection Regulation (GDPR) and in compliance with the respective national data protection legislation. All relevant information in connection with data processing is set out in the document "Data Protection Policy for the General Terms and Conditions of BRUGG Lifting AG", which is available on the BRUGG LIFTING website at [www.brugglifting.com](http://www.brugglifting.com) and can also be sent to the PURCHASERS on request.

### d) Partial invalidity

11.5. Should individual provisions of these GTC be invalid or unenforceable, this shall not affect the validity of the remaining provisions and these GTC as a whole. The invalid or unenforceable provision shall be replaced by a valid provision that comes as close as possible to the

economic purpose of the invalid or unenforceable provision.

## **12. Jurisdiction and applicable law**

12.1. The exclusive place of jurisdiction is Birr (Aargau), Switzerland. However, BRUGG LIFTING shall also be entitled to sue the PURCHASER at its domicile/registered office. For PURCHASERS domiciled/seated abroad, Birr (Aargau), Switzerland, shall also be the place of enforcement.

12.2. The legal relationship shall be governed by Swiss substantive law, excluding the conflict of laws rules and the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (Vienna Sales Convention, CISG).

Birr, May/2023