

General Terms and Conditions of condenZero AG

1. General

- 1.1. These General Terms and Conditions (hereinafter referred to as "GTC") govern the entire business relationship between condenZero AG, Hagenholzstrasse 85, 8050 Zurich, CHE-465.078.564 (hereinafter referred to as "condenZero") and any third parties, regardless of whether a contractual relationship has already been established with them or not (hereinafter referred to as "Customer").
- 1.2. By entering into a contractual or pre-contractual relationship, the Customer acknowledges and agrees to these GTC. These GTC apply to the entire present and future relationship between condenZero and the Customer, even if they are no longer expressly referred to in subsequent agreements.
- 1.3. Should any provision of these GTC be or become invalid, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by a valid provision that comes closest to the intended purpose of the original provision. The same applies to any contractual loopholes.
- 1.4. Provisions deviating from these GTC shall only be valid if they have been expressly agreed in writing. Transmission by e-mail shall also be deemed to be in writing within the meaning of these GTC.
- 1.5. Unless otherwise stipulated in these GTC or in writing and expressly in a contract, subsequent amendments and additions to the contract shall only become legally effective after express written agreement between the parties. Complaints, reminders, notices of defects and the like must be made in writing to be legally valid.
- 1.6. Any general terms and conditions of the Customer shall only be valid if they have been expressly accepted by condenZero in writing. In any case, i.e. even in the event of acceptance, these GTC shall prevail over the Customer's general terms and conditions.

2. Dates and Deadlines for Deliveries and Services

- 2.1. condenZero reserves the right to extend deadlines appropriately in the following cases: (i) in all cases of force majeure including, but not limited to, epidemics, pandemics, war, mobilization, riots; (iii) in the event of significant operational disruptions, accidents, industrial disputes, natural disasters; (iv) in the event of official measures or omissions; (v) in the event of important workpieces being unavailable or difficult to obtain; and (vi) in the event of transport damage by third parties or if late or defective deliveries of the necessary raw materials, semi-finished or finished products are made to condenZero.
- 2.2. A reasonable extension of a deadline in the above-mentioned cases shall not give rise to any claims on the part of the Customer, in particular not for damages, withdrawal or contractual penalties.
- 2.3. A delivery period or delivery date shall be deemed to have been met by condenZero if the material or the product has been made available at the place of performance within the period or on the day of the agreed date.
- 2.4. Any delivery period shall be extended appropriately if the Customer does not fulfill his obligations, if subsequent changes to the order are made or if condenZero has not received any necessary information from the Customer. The Customer may not require condenZero to perform any contractual obligation if he himself is in default with the fulfillment of any contractual obligation, with regards to any contract he might have with condenZero, namely if he is in arrears with a payment.
- 2.5. If condenZero is in arrears with a delivery or if a delivery is delayed, the Customer shall grant condenZero a grace period for subsequent performance, the duration of which shall be at least equal to the original delivery period. The grace period shall commence as soon as condenZero has received the notice of default. condenZero reserves the right to withdraw from the contract if manufacture or delivery within the grace period becomes extraordinarily difficult or impossible. Liability for subsequent impossibility or delay in delivery shall be excluded in the event of slight negligence, irrespective of whether condenZero or the Customer withdraws from the contract.

3. Prices, Payment and Retention of Ownership

- 3.1. Unless otherwise agreed in writing, the invoice amounts are payable net, without deductions of any kind, within 30 days of the invoice date. Checks and bills of exchange shall not be considered as payment until they have been cashed.

- 3.2. If the payment deadline expires, the Customer shall be in default without a reminder. The default interest is 9%.
- 3.3. Subject to mandatory statutory provisions, condenZero shall remain the owner of all delivered products until full payment has been made by the Customer. The Customer is obligated to cooperate in all actions to establish or maintain any retention of ownership by condenZero. The Customer is obligated to store and handle the deliveries of condenZero properly and in accordance with any regulations until the transfer of ownership and, until then, is not entitled to dispose of the deliveries in any way, in particular not in a way that would restrict or limit condenZero's ownership.
- 3.4. condenZero is entitled to withdraw from the contract in the event of default by the Customer and to reclaim any deliveries that have already been made.

4. Liability and Warranty

- 4.1. Subject to the statements below, the liability of condenZero is excluded in all cases to the extent permitted by law, namely also in the case of direct and indirect damages, for ordinary (medium) and slight negligence. Liability for auxiliary persons of condenZero is excluded, if permitted by law, or otherwise reduced to the extent permitted by law.
- 4.2. All warranty claims of the Customer shall only exist to the extent described below. All further claims are expressly excluded.
- 4.3. condenZero assumes the warranty for all defects occurring within the warranty period, provided that these are demonstrably caused by poor material or faulty manufacture. The warranty period is, if not otherwise agreed in writing, twelve months. It begins on the day of completion of the order. The Customer must inspect the delivered goods within eight working days and, in the event of defects, must immediately submit a written complaint and give reasons for the complaint. If such defects are discovered at a later date, the Purchaser shall give written notice of defects immediately after discovery, stating the reasons, otherwise the delivered items shall be deemed approved.
- 4.4. In the event of defects, condenZero is exclusively obligated to either repair or replace the goods free of charge. All other legal remedies of the Customer are excluded. condenZero may, at its own discretion, choose any other remedies, to which it is entitled by law.
- 4.5. Under no circumstances shall condenZero be liable for the costs of disassembly or reassembly, for associated travel and transportation costs or for any damage caused directly or indirectly by the delivery item itself or its use.
- 4.6. As long as the Customer is fully or partially in arrears with a payment or any other obligation, condenZero is fully released from any warranty. However, this shall not result in an interruption or suspension of the warranty period.
- 4.7. condenZero only provides a warranty and is only liable for properties expressly warranted to the Customer in writing at the time of conclusion of the contract. Under no circumstances shall condenZero be liable for defects caused by inadequate information and/or erroneous release of drawings or samples by the Customer or its authorized persons or its representatives.
- 4.8. condenZero reserves the right to deviate from the information provided in the contract (such as the use of certain products and or work parts) if condenZero, in its own discretion, finds, that this proves to be expedient and that the use of the delivery item by the Customer is not impaired as a result.

5. Choice of Law and Place of Jurisdiction

- 5.1. These GTC and the contractual relationship between condenZero and the Customer shall be governed exclusively by Swiss substantive law to the exclusion of the provisions of Swiss private international law.
- 5.2. The applicability of the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 (Vienna Sales Convention) is expressly excluded.
- 5.3. The exclusive place of jurisdiction is the registered office of condenZero.

These GTC are valid from March 1, 2024, and replace all previous versions from this date. condenZero reserves the right to amend the GTC at any time at its own discretion and without notice or information to the Customer.