

General Terms and Conditions

KELLER Druckmesstechnik AG / Switzerland

I. General provisions

1. The present terms and conditions are included as an integral part of all contracts concluded with KELLER Druckmesstechnik AG (hereinafter "KELLER") regarding goods deliveries, regardless of whether KELLER acts as Buyer or Seller. Where the term Buyer or Seller is used, this refers either to KELLER or KELLER's contractual partner, depending on who is acting in which role.
2. Deviating individual agreements shall only be valid if they are agreed in writing.
3. The provisions of these T&Cs shall also apply to legal entities, legal entities under public law and special funds under public law.
4. Conflicting provisions in KELLER's contractual partner's general terms and conditions shall only be binding if they have been approved in writing by KELLER.

II. Special provisions

1. Conclusion of the contract

- a) The contract must be tendered in writing in order to be valid. Verbal side agreements shall not be deemed valid. Changes to the contract must be confirmed in writing.
- b) Orders shall only be deemed accepted upon written confirmation by KELLER. The content of the resulting contract and the form and content of the job shall be determined by the text of the order confirmation. KELLER's contractual partner shall check the order confirmation and immediately indicate any discrepancies in writing.
- c) Quotes from KELLER shall be binding for a period of sixty (60) days unless otherwise agreed in writing.
- d) All quotes, illustrations, technical drawings and similar KELLER documents shall remain the property of KELLER and may not be used further or made accessible to third parties without consent.
- e) The information contained on the website, in catalogues, brochures and other written KELLER documents must be checked by KELLER's contractual partner for suitability for the planned application before acceptance and use. This shall also apply to the selection of suitable materials. KELLER's contractual partner undertakes to acquaint itself with the possible uses of the goods and products.
- f) Unless expressly declared as binding in the offer, standard industry approximations shall apply to all technical data, material data, etc. If these data, information and values change, KELLER is only obligated to inform the contractual partner if the change will affect a quality guarantee.

2. Prices

- a) Subject to any provisions to the contrary, all prices shall be quoted as net prices (excl. VAT) in Swiss francs (CHF). The net prices, excluding discounts, shall be quoted for acceptance of goods at the Winterthur site in Switzerland. The prices shall apply ex works (EXW) in accordance with Incoterms 2010. The costs of transport, insurance, customs and handling shall always be borne by KELLER's contractual partner.
- b) The transport of all deliveries shall be provided at the expense and risk of KELLER's contractual partner (see 3d) by a freight forwarding company chosen by KELLER and under KELLER's standard terms and conditions.
- c) The prices agreed for a certain volume of goods shall only apply if KELLER's contractual partner commits firmly to ordering the volume cited. This obligation may take place as part of a framework agreement without a clearly defined release quantity or as part of a framework agreement with a clearly defined release quantity. The delivery of the products ordered may – taking into account the minimum volume indicated – take place over a maximum period of twelve months. Orders that fail to reach the minimum delivery volume may be subject to a price adjustment.

- d) The minimum order value amounts to 120.00 Swiss francs (CHF) net. For orders that fall below this minimum order value, a flat fee shall be charged to KELLER's contractual partner for order processing, as well as for packaging and shipping costs. This contribution to the costs by KELLER's contractual partner shall amount to 60.00 Swiss francs (CHF) net.
- e) Costs and charges for securities, especially for international businesses (letter of credit, etc.) shall be borne exclusively by KELLER's contractual partner.

3. Delivery

- a) The delivery period shall be stipulated in the individual written contract. KELLER shall be liable for breach of the delivery contract or late delivery, even after expiry of a period specified by KELLER's contractual partner only in the event of wilful intent, gross negligence or the breach of essential contractual duties. A change to the burden of proof to the detriment of KELLER is not connected with this provision.
- b) Any disturbances to KELLER's business operations for which it is not at fault, particularly including workers' strikes and lockouts, as well as cases of force majeure based on an unforeseeable and involuntary event, shall result in a corresponding extension of the delivery period. In such cases, KELLER's contractual partner shall be entitled to withdraw from the contract only if it sends a written delivery reminder after expiry of the extended delivery period and delivery then fails to take place within the reasonable grace period agreed upon.
- c) Partial shipments from KELLER to its contractual partner are permitted provided that they are acceptable to KELLER's contractual partner.
- d) Deliveries to KELLER's contractual partner shall be made exclusively from KELLER's location at the expense and risk of KELLER's contractual partner. All risk shall pass to KELLER's contractual partner upon handover of the products to KELLER's contractual partner, the freight forwarder or carriers, but no later than the moment the products leave the location or warehouse. In the event of default of acceptance by KELLER's contractual partner, the risk shall pass to KELLER's contractual partner when the products are ready to ship, even if the default of acceptance only arises after readiness to ship. If KELLER's contractual partner makes no specification, the choice of shipping method shall be determined at the reasonable discretion of KELLER. At the request and expense of KELLER's contractual partner, the delivery shall be insured against breakage, transport and fire damage.

4. Payment/default by KELLER's contractual partner

- a) If KELLER's contractual partner fails to pay the invoiced amount within the time period agreed, it will default without warning. If KELLER's contractual partner does not pay the invoiced amount within a grace period set by KELLER of no more than 10 days, KELLER may announce its withdrawal from the contract; withdrawal from the contract may be threatened upon announcement of the grace period. Unless otherwise agreed, the agreed price shall be payable within thirty (30) days after the due date and receipt of an invoice or similar request for payment in Swiss francs (CHF), without deductions and free of charge. KELLER's contractual partner shall bear the risk and expense of the payment process.
- b) If payment is late, KELLER shall be entitled to charge late payment interest in accordance with Art. 104, Para. 1 and 3 of the Swiss Code of Obligations.
- c) KELLER's contractual partner does not have a right of set-off except when recognised or legally established claims are in place.
- d) Legal provisions regarding default and breach of contract shall generally apply.

General Terms and Conditions

KELLER Druckmesstechnik AG / Switzerland

5. Warranty and liability

- a) To the extent permitted by law (Art. 210, Para 4. of the Swiss Code of Obligations), the warranty shall be limited to one (1) year from the date of delivery. The Seller guarantees that the goods will be free of manufacturing and material defects and that they will correspond to the specifications confirmed in writing.
- b) As soon as is feasible in the normal course of business, the Buyer shall inspect the goods received for any defects. The Seller shall be informed of obvious defects in writing within five (5) working days (Monday to Friday) and hidden defects shall be indicated within five (5) working days of discovery.
- c) KELLER makes no guarantee of a specific product lifespan, especially if the products are used in difficult and previously unknown operating conditions.
- d) The Buyer may request cancellation of the contract (recission) or a price reduction (abatement) if a defect is not rectified by the Seller within a reasonable period of time or if the Seller refuses or fails to make a replacement delivery within a reasonable period of time.
- e) This warranty shall not extend to those damages for which KELLER's contractual partner is responsible and especially to those damages caused by improper further processing, welding into/onto other components, use outside of that agreed in the specifications and mechanical modifications to the original construction.
- f) To the extent permitted by law, KELLER's contractual partner's claims for damages and reimbursement of expenses – no matter the legal basis, including claims arising from tortious liability or for damages for defects or consequential damages due to the culpable breach of contractual ancillary obligations or for loss of earnings – are excluded.
- g) In the event of a breach of fundamental contractual obligations which are not due to wilful intent or gross negligence and which do not involve injury to life, body or health or a quality guarantee, KELLER's liability shall be limited to compensation for contractually typical foreseeable damage.

6. Retention of title and securities

- a) The delivered goods shall remain the property of KELLER until all obligations arising from this contract are fulfilled.
- b) KELLER's contractual partner undertakes to safeguard the property of KELLER accordingly, including if the delivered goods are not directly intended for the Buyer, but for a third party. The Buyer shall expressly highlight this retention of title.
- c) KELLER's contractual partner shall handle all goods under retention of title with due care. KELLER must be informed immediately of each relocation of the goods and all interventions by third parties, especially seizures, and shall also submit the relevant seizure report in the event of a seizure.
- d) If goods are processed by KELLER's contractual partner to create a new item, this processing shall take place for KELLER. An acquisition of ownership by KELLER's contractual partner is excluded. In the event of the processing, combining or restructuring of the goods with other goods that are not the property of KELLER, KELLER shall acquire co-ownership of the newly created item/plant according to the proportion of the invoice value of the goods delivered by KELLER and the other goods at the time of processing. KELLER's contractual partner shall safeguard the new item/plant for KELLER with the due care of a competent businessman.
- e) The new item/plant shall be deemed to be goods in the meaning of these conditions. KELLER's contractual partner hereby assigns its claims from a resale of these new goods to KELLER for a sum that corresponds to the value of the new item/plant in proportion to the invoice value of the goods relative to the goods obtained from other sources.

- f) If the resale is made together with other goods that are not the property of KELLER for a single total price, KELLER's contractual partner hereby assigns to KELLER its claims from the resale for a sum that corresponds to the value of the goods as part of the entire delivery. As a security, KELLER's contractual partner shall also assign to KELLER the claims against a third party arising from the linking of the goods with a property.
- g) KELLER's contractual partner shall have the revocable right to collect claims that arise from a resale in the normal course of business. Notwithstanding the above, KELLER shall have the right to collect claims itself if its contractual partner has breached its obligations arising from this contract, especially in the event of default of payment. KELLER's contractual partner shall name the debtors of the assigned claim and inform the debtors of the assignment on request. The assertion of the retention of title, and especially the request for the details of the debtors, shall simultaneously constitute withdrawal from the contract.

7. Intellectual property and copyright

The technical documentation provided by KELLER is the exclusive property of the same. The delivery of or access to these documents should in no way be interpreted as authorisation to use these rights, which are exclusively reserved to KELLER. This shall also especially apply to the models, drafts, documents, templates and tools developed by KELLER at the contractual partner's request.

8. Severability

If any individual clause of this contract is invalid or if the contract is found to contain an omission, this shall not affect the validity of the remaining clauses. In this event, the invalid clause shall be replaced by another, valid clause that mirrors the contractual parties' original commercial intent as closely as possible. The same shall apply in the event of an omission.

9. Changing the General Terms and Conditions

KELLER is entitled to change the General Terms and Conditions at any time. KELLER's contractual partner will be notified about this in writing, by e-mail or in another appropriate way. Unless there is any objection in writing from KELLER's contractual partner within 30 calendar days after notification, the changes shall be deemed to be approved and shall also apply to existing legal relationships with KELLER from that point onwards.

10. Applicable law, contract language jurisdiction and data protection

- a) These terms and conditions are exclusively subject to Swiss law excluding the UN Convention on Contracts for the International Sale of Goods. The contract language is German. To the extent permitted by law, the jurisdiction for delivery, performance and payments as well as for any disputes arising between the parties shall be KELLER's registered office.
- b) KELLER stores all data necessary for our business relationship to the extent permitted by the Swiss Data Protection Act (Bundesgesetz über den Datenschutz, DSG).

General Terms and Conditions

KELLER Gesellschaft für Druckmesstechnik mbH, Germany

I. General provisions

1. The present terms and conditions are included as an integral part of all contracts concluded with KELLER Gesellschaft für Druckmesstechnik mbH (hereinafter "KELLER") regarding goods deliveries, regardless of whether KELLER acts as Buyer or Seller. Where the term Buyer or Seller is used, this refers either to KELLER or KELLER's contractual partner, depending on who is acting in which role.
2. Deviating individual agreements shall only be valid if they are agreed in writing.
3. The provisions of these T&Cs shall also apply to legal entities, legal entities under public law and special funds under public law.
4. Conflicting provisions in KELLER's contractual partner's general terms and conditions shall only be binding if they have been approved in writing by KELLER.

II. Special provisions

1. Conclusion of the contract

- a) The contract must be tendered in writing in order to be valid. Verbal side agreements shall not be deemed valid. Changes to the contract must be confirmed in writing.
- b) Orders shall only be deemed accepted upon written confirmation by KELLER. The content of the resulting contract and the form and content of the job shall be determined by the text of the order confirmation. KELLER's contractual partner shall check the order confirmation and immediately indicate any discrepancies in writing.
- c) Quotes from KELLER shall be binding for a period of sixty (60) days unless otherwise agreed in writing.
- d) All quotes, illustrations, technical drawings and similar KELLER documents shall remain the property of KELLER and may not be used further or made accessible to third parties without consent.
- e) The information contained on the website, in catalogues, brochures and other written KELLER documents must be checked by KELLER's contractual partner for suitability for the planned application before acceptance and use. This shall also apply to the selection of suitable materials. KELLER's contractual partner undertakes to acquaint itself with the possible uses of the product.
- f) Unless expressly declared as binding in the offer, standard industry approximations shall apply to all technical data, material data, etc. If these data, information and values change, KELLER is only obligated to inform the contractual partner if the change will affect a quality guarantee.

2. Prices

- a) Subject to any provisions to the contrary, all prices shall be quoted as net prices (excl. VAT) in euros (€). The net prices, excluding discounts, shall be quoted for acceptance of goods at the Jestetten site in Germany. The prices shall apply ex works (EXW) in accordance with Incoterms 2010. The costs of transport, insurance, customs and handling shall always be borne by KELLER's contractual partner.
- b) The transport of all deliveries shall be provided at the expense and risk of KELLER's contractual partner (see 3d) by a freight forwarding company chosen by KELLER and under KELLER's standard terms and conditions.
- c) The prices agreed for a certain volume of goods shall only apply if KELLER's contractual partner commits firmly to ordering the volume cited. This obligation may take place as part of a framework agreement without a clearly defined release quantity or as part of a framework agreement with a clearly defined release quantity. The delivery of the products ordered may – taking into account the minimum volume indicated – take place over a maximum period of twelve months. Orders that fail to reach the minimum delivery volume may be subject to a price adjustment.

- d) The minimum order value amounts to 120.00 euros (€) net. For orders that fall below this minimum order value, a flat fee shall be charged to KELLER's contractual partner for order processing, as well as for packaging and shipping costs. This contribution to the costs by KELLER's contractual partner shall amount to 60.00 euros (€) net.
- e) Costs and charges for securities, especially for international businesses (letter of credit, etc.) shall be borne exclusively by KELLER's contractual partner.

3. Delivery

- a) The delivery period shall be stipulated in the individual written contract. KELLER shall be liable for breach of the delivery contract or late delivery, even after expiry of a period specified by KELLER's contractual partner only in the event of wilful intent, gross negligence or the breach of essential contractual duties. A change to the burden of proof to the detriment of KELLER is not connected with this provision.
- b) Any disturbances to KELLER's business operations for which it is not at fault, particularly including workers' strikes and lockouts, as well as cases of force majeure based on an unforeseeable and involuntary event, shall result in a corresponding extension of the delivery period. In such cases, KELLER's contractual partner shall be entitled to withdraw from the contract only if it sends a written delivery reminder after expiry of the extended delivery period and delivery then fails to take place within the reasonable grace period agreed upon.
- c) Partial shipments from KELLER to its contractual partner are permitted provided that they are acceptable to KELLER's contractual partner.
- d) Deliveries to KELLER's contractual partner shall be made exclusively from KELLER's location at the expense and risk of KELLER's contractual partner. All risk shall pass to KELLER's contractual partner upon handover of the products to KELLER's contractual partner, the freight forwarder or carriers, but no later than the moment the products leave the location or warehouse. In the event of default of acceptance by KELLER's contractual partner, the risk shall pass to KELLER's contractual partner when the products are ready to ship, even if the default of acceptance only arises after readiness to ship. If KELLER's contractual partner makes no specification, the choice of shipping method shall be determined at the reasonable discretion of KELLER. At the request and expense of KELLER's contractual partner, the delivery shall be insured against breakage, transport and fire damage.

4. KELLER's contractual partner

- a) If KELLER's contractual partner fails to pay the invoiced amount within the time period agreed, it will default without warning. If KELLER's contractual partner does not pay the invoiced amount within a grace period set by KELLER of no more than 10 days, KELLER may announce its withdrawal from the contract; withdrawal from the contract may be threatened upon announcement of the grace period. Unless otherwise agreed, the agreed price shall be payable within thirty (30) days after the due date and receipt of an invoice or similar request for payment, in euros (€), without deductions and free of charge. KELLER's contractual partner shall bear the risk and expense of the payment process.
- b) If payment is late, KELLER shall be entitled to charge late payment interest in accordance with Art. 288, Para. 2 of the German Civil Code. The Buyer shall have the right to furnish evidence of smaller loss or damage.
- c) KELLER's contractual partner does not have a right of set-off except when recognised or legally established claims are in place.
- d) Legal provisions regarding default and breach of contract shall generally apply.

General Terms and Conditions

KELLER Gesellschaft für Druckmesstechnik mbH, Germany

5. Warranty and liability

- a) To the extent permitted by law, the warranty shall be limited to one (1) year from the date of delivery. The Seller guarantees that the goods will be free of manufacturing and material defects and that they will correspond to the specifications confirmed in writing.
- b) The Buyer shall inspect the goods for any defects immediately after receipt. The Seller shall be informed about obvious defects in writing within five (5) working days (Monday to Friday) and hidden defects shall be indicated within five (5) working days of discovery.
- c) KELLER makes no guarantee of a specific product lifespan, especially if the products are used in difficult and previously unknown operating conditions.
- d) The Buyer may request cancellation of the contract (rescission) or a price reduction (abatement) if a defect is not rectified by the Seller within a reasonable period of time or if the Seller refuses or fails to carry out a replacement delivery within a reasonable period of time.
- e) This warranty shall not extend to those damages for which KELLER's contractual partner is responsible and especially to those damages caused by improper further processing, welding into/onto other components, use outside of that agreed in the specifications and mechanical modifications to the original construction.
- f) To the extent permitted by law, KELLER's contractual partner's claims for damages and reimbursement of expenses – no matter the legal basis, including claims arising from tortious liability or for damages for defects or consequential damages due to the culpable breach of contractual ancillary obligations or for loss of earnings – are excluded.
- g) In the event of a breach of fundamental contractual obligations which are not due to wilful intent or gross negligence and which do not involve injury to life, body or health or a quality guarantee, KELLER's liability shall be limited to compensation for contractually typical foreseeable damage.

6. Retention of title and securities

- a) The delivered goods shall remain the property of KELLER until all obligations arising from this contract are fulfilled.
- b) KELLER's contractual partner undertakes to safeguard the property of KELLER accordingly, including if the delivered goods are not directly intended for the Buyer, but for a third party. The Buyer shall expressly highlight this retention of title.
- c) KELLER's contractual partner shall handle all goods under retention of title with due care. KELLER must be informed immediately of each relocation of the goods and all interventions by third parties, especially seizures, and shall also submit the relevant seizure report in the event of a seizure.
- d) If goods are processed by KELLER's contractual partner to create a new item, this processing shall take place for KELLER. An acquisition of ownership by KELLER's contractual partner in accordance with Art. 950 of the German Civil Code is excluded. In the event of the processing, combining or restructuring of the goods with other goods that are not the property of KELLER, KELLER shall acquire co-ownership of the newly created item/plant according to the proportion of the invoice value of the goods delivered by KELLER and the other goods at the time of processing. KELLER's contractual partner shall safeguard the new item/plant for KELLER with the due care of a competent businessman.
- e) The new item/plant shall be deemed to be goods in the meaning of these conditions. KELLER's contractual partner hereby assigns its claims from a resale of these new goods to KELLER for a sum that corresponds to the value of the new item/plant in proportion to the invoice value of the goods relative to the goods obtained from other sources.

- f) If the resale is made together with other goods that are not the property of KELLER for a single total price, KELLER's contractual partner hereby assigns to KELLER its claims from the resale for a sum that corresponds to the value of the goods as part of the entire delivery. As a security, KELLER's contractual partner shall also assign to KELLER the claims against a third party arising from the linking of the goods with a property.
- g) KELLER's contractual partner shall have the revocable right to collect claims that arise from a resale in the normal course of business. Notwithstanding the above, KELLER shall have the right to collect claims itself if its contractual partner has breached its obligations arising from this contract, especially in the event of default of payment. KELLER's contractual partner shall name the debtors of the assigned claim and inform the debtors of the assignment on request. The assertion of the retention of title, and especially the request for the details of the debtors, shall simultaneously constitute withdrawal from the contract.

7. Intellectual property and copyright

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8. Severability

If any individual clause of this contract is invalid or if the contract is found to contain an omission, this shall not affect the validity of the remaining clauses. In this event, the invalid clause shall be replaced by another, valid clause that mirrors the contractual parties' original commercial intent as closely as possible. The same shall apply in the event of an omission.

9. Changing the General Terms and Conditions

KELLER is entitled to change the General Terms and Conditions at any time. KELLER's contractual partner will be notified about this in writing, by e-mail or in another appropriate way. Unless there is any objection in writing from KELLER's contractual partner within 30 calendar days after notification, the changes shall be deemed to be approved and shall also apply to existing legal relationships with KELLER from that point onwards.

10. Applicable law, contract language jurisdiction and data protection

- a) These terms and conditions are exclusively subject to the laws of the Federal Republic of Germany excluding the UN Convention on Contracts for the International Sale of Goods. The contract language is German. To the extent permitted by law, the jurisdiction for delivery, performance and payments as well as for any disputes arising between the parties shall be KELLER's registered office.
- b) Note: We store all personal data necessary for our business relationships within the framework of the German Data Protection Act (Bundesdatenschutzgesetz, BDSG).