

Lenzlinger Söhne AG (hereinafter, the Supplier) sells its access floor products to the Buyer in accordance with the following General Terms and Conditions of Business. If the Buyer orders the Supplier's access floor products, he/she will be deemed to have acknowledged the applicability of these General Terms and Conditions of Business. Data processing by the company is governed by the Data Protection Declaration available at [www.lenzlinger.ch](http://www.lenzlinger.ch).

The following General Terms and Conditions of Business shall apply to all supplies of components, products and spare parts from the access floor category. If the Supplier also undertakes to assemble the material supplied, such work shall be governed by terms and conditions agreed upon separately. The Supplier shall be entitled to amend or supplement these General Terms and Conditions of Business at any time, including any annexes. Contracts concluded prior to this time shall be implemented in accordance with the General Terms and Conditions of Business as valid at the relevant time.

**1. Conclusion of a contract**

1.1 Any offers that do not state a deadline for acceptance or expiry shall be subject to confirmation.

1.2 A contract shall be concluded:

a) upon confirmation by both parties in writing by letter, scan or fax, and the receipt of such confirmation by the other contractual party;

or

b) upon the dispatch of an order confirmation from the Supplier to the Buyer by letter, email or fax.

1.3 Unless specified otherwise in these General Terms and Conditions of Business, the provisions of the Swiss Code of Obligations [Obligationenrecht] on contracts for works and services set forth in Articles 363 et seq shall be applicable in the first instance to the contract concluded between the parties. Any other terms and conditions of the Buyer shall only apply if they have been accepted in writing by the Supplier.

1.4 Any amendments to the contract or to these General Terms and Conditions of Business must be confirmed in writing by the Supplier, subject to the following exception.

Supplementary orders and changes to agreed items and time limits indicated in the order may be concluded by exchange of emails between the parties.

1.5 Should any term of this contract prove to be invalid either entirely or in part, the respective term shall be replaced by a new term that comes as close as possible to the legal and economic purpose of the invalid term.

**2. Prices**

2.1 Unless expressly specified otherwise, the prices contained in product documentation refer to the respective item depicted and described. The Supplier reserves the right to adjust its prices. The contract shall be subject to the prices agreed upon in each individual

case. The Company may alter its prices as a result of any inflation occurring since the offer was issued in accordance with the price escalation formula (SIA Standard 122), taking account of the cost indices of the Coordination Conference for Construction and Real Estate Entities of Public Sector Developers [KBOB] (salary costs in the finishing trade, transport costs, prices of materials). The prices agreed upon may not be lowered.

2.2 Unless agreed otherwise, prices shall be charged ex works CH-8610 Uster, excluding taxes and packaging, in Swiss francs without any deductions. Packaging, postage and shipping costs will be charged separately.

2.3 The Buyer shall cover all types of taxes, duties, charges, insurance premiums, licence payments, customs duties and the like that may be levied in relation to the contract. If the Supplier has made any such payment, the Buyer shall reimburse it upon presentation of proof to that effect.

2.4 If any payments falling under clauses 2.2 to 2.3 have been included within the price by special agreement, the Supplier reserves the right to adjust the amounts accordingly in the event of any change in applicable rates.

**3. Payment terms**

3.1 Unless agreed otherwise, all invoices including invoices for partial deliveries shall be payable in Swiss francs and shall be settled within 30 days without any deductions.

3.2 Amounts due may not be offset against any counterclaims of the Buyer.

3.3 Any claims made by the Buyer under warranty or in respect of alleged defects shall not release him/her from the obligation to make payment.

3.4 If payments are not made as provided for under contract, the Supplier shall be entitled to proceed as provided for under the Swiss Code of Obligations, and specifically - inter alia - to insist on compliance with the contract or to withdraw from the contract and, in both instances, to claim damages.

3.5 If the Buyer fails to comply with the agreed payment deadline, it shall pay interest of 7% per annum from the agreed due date without any requirement for a reminder.

**4. Reservation of title**

4.1 The Supplier shall retain ownership of the items supplied until it has received payment in full as provided for under contract. The Buyer hereby authorises the Supplier to file an entry in the Register of Reservations of Title in accordance with Article 715 of the Swiss Civil Code [ZGB] at any time after conclusion of the contract.

4.2 It shall acquire joint ownership over the new product in the event of any mixing or processing.

- 4.3 The Buyer is obliged to handle the item sold with care and to comply with the usage instructions provided by the Supplier.
- 4.4 The Buyer may not dispose of the items supplied for the duration of the reservation of title. In particular, it may not sell on, lease or pledge them.
- 4.5 The Supplier shall be entitled to exercise its right of ownership by taking back the item supplied in the event that the agreed payment terms are not adhered to. Any related expenses and shipping costs shall be borne by the Buyer.

**5. Delivery**

- 5.1 The Buyer may claim delayed performance compensation in respect of any deliveries that are delayed by more than 14 days if the Supplier was demonstrably at fault for the delay and the Buyer is able to establish that it suffered loss as a result of the delay. The Supplier's liability shall not exceed a maximum of CHF 500.00 per delivery. The Buyer shall not acquire any further rights on any basis in respect of delayed performance.
- 5.2 The delivery deadline shall be extended by a reasonable amount:
  - a) if the Buyer does not arrange for the Supplier to receive the information required for delivery in good time or alters that information;
  - b) in the event of any impediments beyond the control of the Supplier, such as for instance epidemics, armed conflict, strikes, natural disasters, accidents, delayed incoming delivery of raw materials, governmental action etc.;
  - c) if the Buyer is late in complying with the obligations incumbent upon it.
- 5.3 Benefit and risk shall pass to the Buyer upon dispatch of the shipment ex works, even in the event of transportation by the Supplier or its auxiliary agents.

**6. Warranty and objection to defects**

- 6.1 The Buyer shall inspect the supplies and services immediately upon arrival and shall inform the Supplier without undue delay in writing concerning any defects. The supplies and services shall be deemed to have been approved in the event that he/she fails to do so.
- 6.2 The warranty period shall last for 12 months. It shall commence upon departure of the goods from the Supplier's facility. The warranty shall expire early if the Buyer or a third party carries out any improper changes or repairs or, in the event of any defect, if the Buyer does not promptly take all appropriate action to mitigate losses and provide the Supplier with an opportunity to rectify the defect.
- 6.3 The Supplier warrants that the supplies and services will have those characteristics that are expressly designated as such in the order confirmation or

in any documentation provided to the Buyer within the ambit of conclusion of the respective contract. The foregoing is expressly without prejudice to any adjustments or alterations in line with the state of the art. The Buyer must furnish proof to the Supplier concerning any absence of warranted characteristics. If the respective characteristics are not present, or are only present in part, the Buyer shall in the first instance be entitled to rectification by the Supplier. In this regard the Buyer shall allow the Supplier the necessary time and opportunity by setting at least two deadlines. Rectification shall be carried out at the facility of the Supplier. The Buyer shall cover the costs of outbound and return transportation as well as all related costs for installation and removal etc. If rectification would be disproportionately expensive having regard to the purchase price, the Supplier may claim a reasonable reduction of the purchase price as an alternative to rectification. The contract may not be rescinded.

- 6.4 Warranted characteristics shall be exclusively those that are expressly designated as such in the constituent elements of the contract. They shall apply until at the latest the expiry of the warranty period. The terms governing the warranty shall apply as regards inspection, objections, the burden of proof and liability.
- 6.5 The warranty shall not apply and the Supplier shall not incur any liability under all circumstances for any losses arising as a result of ordinary wear and tear, defective maintenance, harmful environmental conditions, the failure to comply with operating requirements, excessive stress, inappropriate operating equipment, chemical or electrolytic influences, construction or assembly work not carried out by the Supplier or due to any other reasons for which the Supplier is not at fault.
- 6.6 The Buyer shall not have any rights or claims in respect of warranties and assurances other than those expressly indicated in clause 5 of these General Terms and Conditions of Business.
- 6.7 The Supplier shall only incur liability in respect of advice or the breach of any incidental duties in the event of wilful wrongdoing or gross negligence up to a maximum level of the purchase price.

**7. Confidentiality and special circumstances**

- 7.1 Each contractual party reserves all rights over any plans and technical documentation that it has provided to the other contractual party.
- 7.2 Each party undertakes to refrain from allowing any third party to access either entirely or in part the documentation provided to it or from using such documentation other than for the purpose designated under contract.
- 7.3 The Buyer shall inform the Supplier prior to conclusion of the contract concerning any special circumstances at the location at which the items supplied are to be used, including in particular any legal or administrative requirements, including health and safety regulations, that must be complied with during contractual performance.

**8. Jurisdiction and applicable law**

8.1 Jurisdiction shall lie at the registered office of the Company, subject to the exceptions set out below. The Company may also take action against the Buyer before the Zurich Commercial Court or at the registered office of the latter, provided that the necessary threshold for the amount in dispute is reached.

8.2 Legal relations between the Buyer and the Supplier to which these General Terms and Conditions of Business are applicable shall be governed by substantive Swiss law. The United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG) shall not be applicable.

**Lenzlinger Söhne AG**  
**Access Floors**  
**Seestrasse 64**  
**8610 Uster**  
**Switzerland**

Valid from: December 2023