

## General Terms and Conditions (GTC) of Concretum Construction Science AG, Kloten

### 1. General Provisions

- 1.1 A contract between the Customer and Concretum Construction Science AG (hereinafter "Concretum") shall be concluded upon the Customer's order under the offered terms or, in the case of orders deviating from the offer, upon Concretum's written order confirmation. Concretum does not intend to be contractually bound unless these General Terms and Conditions form an integral part of the contract.
- 1.2 The applicability of any other general terms and conditions is expressly excluded.
- 1.3 Any agreements between Concretum and the Customer, including any amendments to or deviations from these General Terms and Conditions, must be made in writing.
- 1.4 These General Terms and Conditions form an integral part of the contract where they are declared applicable in an offer, order confirmation, or framework agreement. Once agreed, these General Terms and Conditions shall automatically apply to all future deliveries, regardless of whether they are expressly referred to in subsequent orders.
- 1.5 The contractual documents shall have the following order of precedence: (1) the individually negotiated or generally offered contract, including its annexes, and (2) these General Terms and Conditions.
- 1.6 Should any provision of these General Terms and Conditions or the contract be or become wholly or partially invalid or unenforceable, the validity of the remaining provisions shall remain unaffected. The Parties shall replace the invalid or unenforceable provision with a valid and enforceable provision that most closely reflects the legal and economic purpose of the original provision.
- 1.7 Where contracts between Concretum and its Customers refer to annexes, such annexes shall form an integral part of the respective contract.
- 1.8 Any general terms and conditions of the Customer that deviate from these General Terms and Conditions are expressly excluded.
- 1.9 Concretum reserves the right to reject any order without stating any reasons.

### 2. Orders, Deliveries and On-Site Service Conditions

- 2.1 Unless otherwise agreed, deliveries shall be made ex works from the production facility designated by Concretum (EXW, Incoterms® 2020).
- 2.2 In the case of bulk cement deliveries by silo truck, an over-delivery of up to 5% or 1000 kg above the ordered quantity shall be permitted for production-related reasons. The Customer acknowledges and accepts such quantity deviation. Any quantity delivered in excess of the ordered amount shall neither be taken back by Concretum nor compensated. Invoicing shall be based on the quantity actually delivered.
- 2.3 Delivery periods and dates shall be binding on Concretum only if they have been expressly confirmed by Concretum in writing as fixed delivery dates. Unless expressly agreed in writing as fixed delivery dates, Concretum shall not be liable for any damages resulting from delayed delivery.
- 2.4 Packaging units (e.g. IBC containers) shall pass into the ownership of the Customer upon delivery. The Customer shall be responsible for their proper storage and disposal.
- 2.5 If the commencement or performance of on-site services is delayed for reasons beyond Concretum's control (including, but not limited to, delays caused by the Customer, third parties or the general progress of the construction project), Concretum shall be entitled to charge for any resulting waiting time, standby time, as well as the associated personnel costs and expenses. Waiting time shall commence as soon as Concretum's personnel are prevented from performing the agreed services. Waiting time and standby services shall be charged at a rate of CHF 175 per person per hour. In addition, a surcharge of 25% shall apply to services performed on Saturdays, and a surcharge of 50% shall apply to services performed during night hours, on Sundays, and on public holidays. Such charges shall be payable in addition to any agreed lump-sum support or service fees unless otherwise expressly agreed in writing.

### 3. Prices, Payment Terms, Default and Retention of Title

- 3.1 Invoices shall be based on the prices confirmed by Concretum in writing.
- 3.2 Unless otherwise agreed, all invoices issued by Concretum shall be payable in full, without deduction, within 30 days from the invoice date (due date). Upon expiry of this period, the Customer shall automatically be in default without the need for a reminder. From that date, default interest shall accrue at a rate of 7% per annum on the outstanding invoice amount.
- 3.3 Concretum shall be entitled to withhold acceptance of new orders or the performance of partial deliveries until all outstanding claims that have become due have been paid in full. The Customer shall have no claims against Concretum arising from such withholding.
- 3.4 The Customer shall not be entitled to set off any claims against Concretum.
- 3.5 The delivered goods shall remain the property of Concretum until all outstanding claims have been paid in full. The transfer of risk and the allocation of costs shall be governed by the applicable Incoterms.
- 3.6 The Customer shall take all measures required to ensure that the retention of title is valid and enforceable under the applicable law. Concretum shall be entitled to make any necessary registrations or take any other measures required to protect its retention of title.

### 4. Inspection and Notification of Defects

- 4.1 The Customer shall inspect the products immediately upon receipt and shall notify Concretum in writing of any obvious incorrect deliveries, defects or damage within five (5) working days. Such notification shall include photographic evidence, the delivery note number and the relevant product batch number.
- 4.2 Any other defects, in particular latent defects that become apparent during the warranty period, shall be notified to Concretum in writing without undue delay after their discovery. The notification shall include the delivery note number and the relevant product batch number.
- 4.3 Where the notice of defects relates to products that have already been processed or incorporated into a work, the Customer shall demonstrate that the products were used for their intended purpose and in accordance with the technical data sheet and the application instructions issued by Concretum.
- 4.4 If the Customer fails to notify defects within the prescribed time limits, the products shall be deemed accepted.
- 4.5 As part of the plant set-up process ("Plant Set-Up"), Concretum provides the Customer with project- or plant-specific application guidelines and recommendations intended to support the optimal use of the products.
- 4.6 Any warranty for defects in the products shall be excluded where the Customer uses the products without a Plant Set-Up and without Concretum's approval. The Customer shall bear sole responsibility for ensuring the compatibility of the products with third-party products.
- 4.7 If the Customer submits a notice of defects in the prescribed form and within the applicable time limits, the retained sample of the relevant product batch shall be examined in accordance with Concretum's quality testing procedures.
- 4.8 If the sample complies with the specifications set out in the applicable technical data sheet, the product delivered to the Customer shall be deemed free from defects.
- 4.9 If the sample proves to be defective, Concretum shall replace the defective product. Any further warranty or liability for defects on the part of Concretum is excluded.
- 4.10 To the extent permitted by applicable law, any further claims are excluded.

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### 5. Liability

- 5.1 Under no circumstances shall Concretum be liable for indirect or consequential damages, including, without limitation, pure economic loss (such as loss of profit, contractual penalties imposed by third parties, or similar losses), unrealised savings, business interruption, loss of revenue or turnover, or additional costs incurred. Concretum shall likewise not be liable for atypical or unforeseeable damages or for damages that the Customer could have prevented by taking reasonable mitigating measures.
- 5.2 Concretum's liability for defects in the products is governed exclusively by Section 4 of these General Terms and Conditions.
- 5.3 Concretum shall not be liable for any acts, omissions or decisions of the Customer or any third party, or for any other external influences beyond Concretum's control.
- 5.4 The Customer shall bear sole responsibility for any third-party products used in conjunction with Concretum's products.
- 5.5 The Customer shall be solely responsible for the application and proper use of the products.
- 5.6 The exclusions and limitations of liability set out in these General Terms and Conditions shall not apply in cases of wilful misconduct or gross negligence on the part of Concretum.
- 5.7 In the event of damage, the Customer shall take all reasonable measures to mitigate the damage and to prevent any increase of the damage or the occurrence of further damage.

### 6. Force Majeure

- 6.1 Concretum shall not be liable for any loss or damage resulting from force majeure where events as defined in Section 6.2 prevent, hinder or delay the performance of Concretum's contractual obligations. This shall apply irrespective of whether the loss or damage is suffered by the Customer or by a third party.
- 6.2 Force majeure events shall include, without limitation, environmental and natural disasters, epidemics, pandemics, war, strikes, supply shortages, and any other events that are beyond Concretum's reasonable control, whether occurring individually or in combination.
- 6.3 Concretum shall notify the Customer without undue delay of the occurrence of any such force majeure event.
- 6.4 In the event of force majeure, the Parties shall promptly take all reasonable measures to avoid or mitigate any resulting loss or damage and, where such loss or damage cannot be avoided, to minimise its extent.

### 7. Intellectual Property

- 7.1 All rights relating to the products, formulations, data, know-how and all intellectual property rights shall remain the exclusive property of Concretum. No rights shall be transferred or assigned to the Customer.
- 7.2 The Customer undertakes to keep all confidential information strictly confidential and not to disclose it or make it accessible to any third party.

### 8. Disposal

- 8.1 The disposal of the delivered products shall be the sole responsibility of the Customer.
- 8.2 The Customer shall review and comply with all applicable environmental, health and safety, and waste disposal regulations.

### 9. Data Protection and use of Artificial Intelligence

- 9.1 Concretum shall process personal data in accordance with the applicable data protection laws.
- 9.2 Personal data may be disclosed to third parties (e.g. logistics service providers) where necessary for the performance of the contract.
- 9.3 Concretum is entitled to use artificial intelligence (AI) systems and AI-supported applications in the course of its business activities and in the performance of its services. The use of such systems shall comply with applicable legal requirements, in particular those relating to data protection, confidentiality and the protection of trade secrets. Where required by law, AI-generated or AI-edited content shall be labelled accordingly. The use of AI does not release Concretum from its contractual obligations and responsibilities.

### 10. Compliance, Export and Import Regulations

- 10.1 The Customer shall comply with all applicable laws and regulations, in particular export control, import control and sanctions regulations. The Customer is responsible for informing itself, prior to placing an order, about the legal requirements applicable in the country of destination, including import regulations, product approvals, registration and licensing requirements, as well as any applicable restrictions, and for carrying out all cooperation obligations required on its part in a timely manner. The allocation of costs, risks and responsibilities relating to transportation, customs clearance, customs duties, taxes and other charges shall be governed by the applicable Incoterm® agreed between the parties and the contractual agreements. Concretum shall not be liable for delays or additional costs resulting from the Customer's failure to comply with applicable legal requirements or to fulfil its cooperation obligations.

### 11. Termination

- 11.1 Concretum shall be entitled to terminate or withdraw from the contract if the Customer becomes insolvent or materially breaches its contractual obligations.

### 12. Governing Law and Jurisdiction

- 12.1 These General Terms and Conditions and all contracts concluded between the Parties shall be governed exclusively by the laws of Switzerland, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 12.2 The exclusive place of jurisdiction for all disputes arising out of or in connection with these General Terms and Conditions or the contractual relationship shall be the registered office of Concretum. Concretum shall, however, also be entitled to bring proceedings against the Customer before the competent courts at the Customer's registered office or domicile.
- 12.3 These General Terms and Conditions are provided in both German and English. In the event of any conflict, inconsistency or discrepancy in interpretation between the language versions, the German version shall prevail.

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