

1 General

- 1.1 An agreement between the customer and Concretum Construction Science AG (hereafter "Concretum") is only concluded by an order placed on offered conditions or, in the case of deviating orders, once Concretum has confirmed such orders in writing. Concretum shall only be contractually bound, if these GTC form part of the agreement.
- 1.2 The applicability of other (general) terms and conditions is excluded.
- 1.3 All agreements between Concretum and the customer, including any deviations from the GTC, must be made in writing.
- 1.4 These GTC form integral part of any agreement, if Concretum has declared their applicability in either its offer, in any order confirmation or in a frame agreement. Once these GTC have been agreed, they shall also apply automatically to all subsequent deliveries, irrespective of whether their applicability has been reconfirmed.
- 1.5 Should any of the provisions of these GTC or the contract be, in whole or in part, invalid or void, the validity of the remaining provisions or parts thereof shall thereby not be affected. The parties shall replace the invalid or unenforceable provision by a new and permissible provision that best reflects the legal and economic intentions of the parties without being unenforceable.
- 1.6 If agreements between Concretum and its customers refer to annexes, such annexes shall form integral parts thereof.

2 Orders, Delivery Terms, Packaging

- 2.1 Concretum shall deliver ex works Zurich (EXW Zurich, Incoterms 2020) unless agreed otherwise in the order confirmation.
- 2.2 Delivery periods and delivery dates shall only be binding, if confirmed by Concretum in writing. Concretum shall not be liable for any damage occurred due to late delivery unless the parties have agreed in writing on periods and dates as fixed deadlines.
- 2.3 If deliveries are carried out in re-usable containers, such containers (e.g. IBC-Container) shall remain sole property of Concretum or its suppliers, respectively. After use, the customer shall ensure that the containers are ready for collection by Concretum or its freight forwarder. The containers must be safely stored until their collection.
- 2.4 In case of use of re-usable containers, the risk shall pass to the customer upon delivery and remain with the customer until collection of such containers by Concretum or its freight forwarder.
- 2.5 Costs resulting from any damage to containers will be invoiced from the customer additionally unless the customer can prove that such damage already existed at the time of delivery.
- 2.6 The customer must compensate Concretum for any containers which are lost after their delivery but before collection by Concretum or its freight forwarder.

3 Prices, Payment Terms, Delay in Delivery

- 3.1 Basis for invoicing are the prices confirmed by Concretum in writing.
- 3.2 Payment of all invoices of Concretum shall be made, strictly net and without deduction, within 30 days from the invoice date (maturity date) unless agreed otherwise in the order confirmation. After expiry of the maturity date, Concretum shall be entitled to default interest for 7% p.a. calculated based on the respective invoiced amount.
- 3.3 Concretum may withhold new orders or partial deliveries until full settlement of all claims for which payment terms have expired. The customer may not raise claims against Concretum for withheld orders or deliveries in such cases.
- 3.4 The customer is not entitled to offset any claims against claims of Concretum.

4 Examination Duty and Notice of Defects

- 4.1 The customer shall examine the products immediately upon receipt and send a written notice of defects or damage notice, respectively, to Concretum within 5 working days. Such notice must state the applicable product batch.
- 4.2 Defects arising during the warranty period must be notified to Concretum immediately in writing once the customer has discovered such defects. Such notification must state the applicable product batch.
- 4.3 If the notice of defects concerns products, which have already been processed, the customer must prove that such products have been used in compliance with their intended purpose and the information provided in the technical data sheet as well as the operational requirements prescribed by Concretum.

5 Warranty and Quality Assurance

- 5.1 Concretum guarantees that the products meet the technical properties referred to under section 'Legal References' of the technical data sheets. The customer must be aware that the technical data sheet does also contain rules regarding product use.

- 5.2 Concretum offers a 6 month-guarantee for all products from the date of shipment to the customer.
- 5.3 The customer may request consulting services before using products of Concretum and ask for release by Concretum (factory-set-up).
- 5.4 In the framework of a factory-set-up, Concretum will declare operational requirements, which specifically apply to the customer and recommend measures, which facilitate the optimal use of the products by the customer.
- 5.5 Warranty for the products shall be void if the customer uses the products without factory-set-up and release by Concretum. The customer is solely liable for the compatibility of the products with any third party products.
- 5.6 If the customer's notice of defects regarding the products is timely delivered and fulfills all formal requirements, Concretum will examine the respective batch sample based on its quality test.
- 5.7 If the sample meets the properties pursuant to the technical data sheet, the product delivered to the customer shall be considered as free from any defects.
- 5.8 If the sample proves to be deficient, Concretum will replace the product delivered to the customer. Any additional warranty of Concretum for defects is excluded.

6 Liability

- 6.1 Concretum shall not be liable for any indirect, incidental or consequential damage (e.g. consequential harm caused by a defect). If Concretum does not adhere to a confirmed fixed deadline pursuant to section 2.2 above, Concretum shall pay a lump sum compensation of 0,5% per full calendar week up to a maximum of 5% of the value of the delayed delivery; any additional liability of Concretum for delayed delivery is explicitly excluded.
- 6.2 Liability for product deficiencies is exhaustively regulated under section 5 above.
- 6.3 Concretum shall not be liable for any third party impact such as conduct of the customer or third parties.
- 6.4 Liability for third party products used together with products of Concretum shall exclusively remain with the customer.
- 6.5 The customer is liable for product use.
- 6.6 The above limitations and exclusions of liability do not apply in the case of intent or gross negligence by Concretum.
- 6.7 In the case of any occurrence of damage, the customer shall take all measures to prevent any increase of the damage occurred or the occurrence of any additional damage.

7 Force Majeure

- 7.1 If, based on any event pursuant to section 7.2, Concretum is impaired from adhering to or fulfilling its contractual obligations or if the fulfillment of its contractual obligations is impossible, Concretum shall not be liable in any way for any damage resulting therefrom. This applies irrespective of whether the damage occurs with the customer or with any third party.
- 7.2 Events of force majeure are especially environmental and natural disasters, epidemics, war or any other events caused by any circumstances, which are, in whole or in part, beyond the reasonable control of Concretum.
- 7.3 Concretum will inform the customer immediately of any occurrence of such event of force majeure.
- 7.4 In such case, the parties will immediately take measures to prevent the occurrence of any damage due to force majeure or, if such damage does occur, to limit such damage to a minimum.

8 Intellectual Property Rights

All intellectual property rights in connection with the products shall remain entirely the property of Concretum. There is no transfer of rights to the customer.

9 Waste Disposal

Waste disposal regarding the delivered products remains the sole responsibility of the customer.

10 Applicable Law and Place of Jurisdiction

- 10.1 All deliveries of Concretum to the customer shall be exclusively governed by the substantive laws of Switzerland under exclusion of the United Nations Convention on Contracts for the International Sale of Goods („Vienna Law on Sales Convention“).
- 10.2 All disputes arising between the parties out of or in connection with the products of Concretum shall be exclusively settled by the Zurich Commercial Court.