

1. Scope of application (GTC)

These General Terms and Conditions of Business (GTC) shall become and remain an integral part of the contract and are therefore legally binding for every offer, order confirmation and order issued by or placed with ILB Helios AG (hereinafter referred to as "ILB"). Any other terms and conditions of the customer shall only be valid if they have been explicitly accepted by ILB in writing. All agreements that deviate from these terms and conditions must be in writing in order to be valid.

These GTC shall apply to all future transactions, even if they are not expressly agreed again in individual cases. Any conflicting terms and conditions of business of the customer, including but not limited to the customer's terms and conditions of purchase, shall be invalid in their entirety without the need for an objection on the part of ILB. A general reference to the customer's terms and conditions of business shall under no circumstances suffice for the amendment of these ILB GTC.

If a provision or several provisions of these GTC are invalid, either in whole or in part, the validity of the remaining provisions shall remain unaffected. In this case, the parties undertake to replace the respective invalid provision with a valid provision that comes closest to the economic purpose of the invalid provision. The customer's order or acceptance of the quotation/order or delivery of goods shall in every case be deemed to constitute acceptance of the ILB GTC.

2. Offer and conclusion of contract

ILB's offers are limited in time, primarily as specified in the corresponding offer issued by ILB and secondarily – if the offer does not contain any information – in accordance with statutory regulations. Oral agreements or commitments shall always require written confirmation from ILB (including by email or fax) to be effective. The customer shall be deemed to be the invoice recipient unless otherwise agreed in writing by the parties. Order confirmations are generally binding, whereby the customer acknowledges and agrees that subsequent deviations due to changes in the product range, delivery bottlenecks, technical changes by the manufacturer, adaptations of standards, alternative products due to delivery bottlenecks, product renewals, supplier adaptations and similar must be reserved. ILB shall inform the customer as soon as possible of any deviations from the original offer/order confirmation/delivery. Only in special cases is the customer entitled to not accept the deviations and to withdraw from the contract by written notification within 24 hours of receipt of the notice from ILB if the changes effectively impair or make impossible the use of the goods. If ILB does not receive any feedback from the customer within 24 hours, the change shall be considered to have been accepted by the customer.

ILB is not obliged to report marginal changes for which ILB does not ascertain a reduction in application, and the offers, contracts and deliveries shall remain valid without exception. In these cases, the customer expressly has no right to a reduction in price, change of contract or cancellation of the purchase, etc., or any replacement or exchange.

In the case of changes for third-party orders, the customer must announce that they are withdrawing from the contract by telephone immediately after notification by ILB. The customer shall not be entitled to any other or additional claims in such a case.

Offers issued by ILB are confidential in nature and may only be made available for viewing to those persons who are actually processing said offers on the customer's premises. If the customer's ILB products are resold to other customers, ILB may request this customer data. Agreed sales regions must be observed. The customer is obliged to observe and ensure this when reselling ILB products and report any deviations to ILB immediately. ILB may withdraw from contracts or deliveries in the event of violations.

Telephone or other written information provided by ILB employees regarding technical product information is always non-binding and without guarantee. ILB accepts no liability for damages incurred by the customer as a result of the application of such information. With regard to the technical product information, only the data contained in the offer and sales contract is binding. ILB accepts no liability for errors in data sheets, supplier specifications or information on the homepage.

3. Shipping, transfer of risk, insurance and returns

Without the explicit written consent of ILB, only these GTC and the agreed Incoterms conditions shall apply to dispatch, transport and insurance.

In the case of EXW (ex works/ILB warehouse, specified place), a written agreement must be made. The latter also applies in the case of collection by the customer. Insurance against damage of any kind is always the responsibility of the customer. Any liability on the part of ILB in this respect shall be excluded.

Unless a specific type of forwarding agent and packaging have been agreed, deliveries shall be made by truck, train, aeroplane, ship or parcel service at the discretion of ILB.

Deliveries by truck are made to the ground floor incoming goods office of the recipient. The buyer is responsible for the timely unloading or, for example, return of containers.

Unless otherwise defined, transport equipment (Euronorm exchange equipment, twin pallets, ILB pallets, containers) must be returned immediately to the owner in exchange at the first request of ILB; otherwise it will be invoiced.

Shipment is always made immediately after completion on the confirmed date. ILB shall not, under any circumstances, assume any legal liability for delivery deadlines.

This applies in particular to cases of force majeure,

strikes and pandemics. ILB shall endeavour to inform the customer immediately in the event of delays in relation to contractually agreed delivery dates and offer alternatives.

If ILB's deliveries are delayed, the customer shall only be entitled to withdraw from the corresponding delivery if ILB is responsible for the delay and a reasonable grace period set by the customer for delivery has expired without result.

In particular, interruptions to operations, transport obstacles, supply obstacles or other events resulting from force majeure for which ILB is not responsible shall not be deemed to be ILB's fault for the purposes of the above provision. Other rights of the customer than the right of withdrawal in accordance with the present paragraph shall be excluded in every case of any kind of delay.

If the customer is in default of acceptance or violates other obligations to cooperate, ILB shall be entitled, without prejudice to its other rights, to store the delivery item appropriately at the risk and cost of the customer or to withdraw from the corresponding contract. The amount of the fees for storage shall be based on the effective expenditure. In such a case, the prices valid at the time of dispatch shall apply for any subsequent dispatch in accordance with a separate agreement.

In the event of default, insolvency or the imminent bankruptcy of the customer, ILB shall be entitled, but not obliged, to suspend deliveries and assert the reservation of title until the customer has fully complied with their contractual obligation to pay compensation (including interest on arrears).

For exports abroad, the individually agreed delivery terms and Incoterms apply. The customer is responsible for any import taxes or VAT, unless otherwise agreed.

4. Prices and terms of payment

Unless otherwise agreed in writing, all prices in Switzerland are net (including value added tax) in Swiss francs or the agreed currency.

The performance-related heavy vehicle fee is included in the price, if not openly stated. The value added tax is shown separately.

For deliveries abroad, the right to charge after the fact shall apply with regard to value added tax and customs duties. All prices apply per price list item and for delivery in one shipment, to one recipient and to one destination.

We reserve the right to make changes to prices and delivery conditions up to the time of delivery. The pricing is based on product-specific criteria and quantity units.

The customer is obliged to check the invoice from ILB upon receipt. Any discrepancies must be reported to ILB in writing within five working days; otherwise, they shall be deemed to have been accepted by the customer. Payments shall be made by the customer in accordance with the agreed terms of payment at the registered office of ILB, without any deductions. The acceptance of orders or the delivery of goods can be made dependent on a security or advance payment, or LC terms and conditions, at ILB's discretion.

If the customer is in default of payment, ILB shall be entitled to charge interest on arrears at 5% per calendar year, to charge the customer for all expenses incurred as a result of the default in payment, and to refuse to make further deliveries until

the outstanding amounts plus interest on arrears have been paid. This shall not affect the right to assert claims for damages incurred as a result of default.

Reminder and collection charges are always charged to the customer. From the third reminder onwards, a reminder and expense surcharge of CHF 20 per reminder shall be charged.

Before confirming an order, ILB may obtain information about the customer's creditworthiness and solvency.

ILB shall then be entitled to pass on its payment experiences with its customers to collection companies and credit information institutions. In these cases, ILB shall pass on the following data: the name of the customer, the invoice no./date/amount and the terms of payment. Information on the recipients of the data can be obtained from ILB. ILB shall observe the provisions of the Swiss Data Protection Act in this regard.

Unless otherwise agreed, payments shall be made by the purchaser at the supplier's domicile without any deductions, including but not limited to discounts, taxes, fees and customs duties, within the contractually agreed period from the date of invoice, strictly net. The payment obligation is fulfilled when the entire outstanding amount is available in an account designated by ILB.

If payment is not made in full within this grace period, ILB shall be entitled to adhere to the contract or to withdraw from it and/or to demand the immediate return of goods. In any case, ILB shall be entitled to claim damages. The right of the customer to offsetting, deferral or partial payment shall be excluded.

The goods shall remain the property of ILB until all costs have been paid in full. The customer shall be obliged to initiate and cooperate in measures that are necessary to protect the property of ILB. In particular, they authorise ILB to enter or reserve the reservation of title in relation to delivered goods in public registers, books or similar at the customer's expense in accordance with the relevant national laws and to fulfil all formalities in this respect. The customer shall maintain the delivered goods at their own expense for the duration of the retention of title and insure them on ILB's behalf against theft, breakage, fire, water and other risks.

Furthermore, they shall take all measures to ensure that ILB's ownership claim is neither impaired nor revoked. Costs for such measures are to be borne by the customer.

5. Deterioration of the customer's financial situation

If the customer defaults on payment or if other circumstances become known that, according to prudent commercial judgement, indicate a significant deterioration in financial circumstances, ILB shall be entitled to demand advance payment or corresponding securities. In this respect, the supplier's obligation to make delivery in advance shall not apply.

6. Delivery period

The delivery period shall commence as soon as the contract has been concluded or the agreed payment has been received by ILB, all necessary official formalities have been obtained and all documents relevant to the order are available, adjusted and signed. Delivery periods may be adjusted by ILB in the event of late payment by the customer. The delivery period shall be extended appropriately in the event of a delay in the fulfilment of the contract through no fault of ILB.

7. Transfer of benefit and risk

Unless otherwise agreed, benefit and risk shall pass to the customer upon dispatch of the delivery ex works at the latest.

8. Warranty

ILB only warrants that the delivery shall not have any defects in terms of material and workmanship that would render it unsuitable for normal use or significantly reduce its suitability for normal use. The customer shall notify ILB of obvious defects within five days of receipt of the delivery. If the customer does not report obvious defects in due time, the delivery shall be deemed to have been approved. Hidden defects must be reported to the supplier within five days of their discovery. Unless otherwise agreed, the warranty period shall correspond at most to the Swiss statutory provisions or, depending on the product, the warranty periods/services specified in the relevant data sheets and purchase contracts shall apply. The supplier undertakes to rectify proven defects or replace the defective parts at its own discretion until the warranty period expires. The purchaser may not exercise any other rights relating to defects, including the right to conversion, reduction of payment or compensation for damages.

9. Inspection of the goods and rights of the customer in case of defects

The customer is obliged to check the goods immediately after receipt. Defects that are identified during the incoming inspection must be reported to ILB within five working days of receiving the consignment.

Hidden defects that are discovered later are to be reported without delay within five days of detection, but no later than one year after delivery of the goods.

Defects within the meaning of the present GTC are all deviations from the properties of the goods as warranted by ILB in its official sales documents. This is without prejudice to more specific or different provisions in a sales contract or errors in manufacturer's information or data sheets.

For defects that have not been reported to ILB by the customer in good time in accordance with the above provision, all warranty and liability on the part of ILB shall be excluded and the delivery shall be deemed to have been approved.

Shipments with possible transport damage are to be accepted with reservation and the transport company is to be notified immediately upon receipt of the goods. The transport damage must always be noted on the shipping document of the carrier that requires a signature. No liability can be accepted for transport damage that is reported later than this. ILB may inspect the goods itself following notification of defects. ILB may carry out the inspection itself or select an independent, recognised expert such as TÜV, SGS or EMPA. The test report and the results of these independent test centres selected by ILB shall be recognised by ILB and the customer. ILB shall only ever offer compensation through replacement. If the defects were not substantiated, the customer shall bear all costs for ILB's expenses, inspections, transport, etc.

Until then, the customer shall ensure access and proper storage. In the event of a justified and timely complaint by the customer, ILB shall take back the defective goods at its own expense and replace them in accordance with the possibilities available. If ILB does not succeed in doing so within 60 working days at the latest, or within some other contractually agreed period of time after receiving the customer's complaint, the customer and ILB shall be entitled to withdraw from the respective contract. All other claims on the part of the customer, including claims for damages, shall be excluded. In particular, the customer shall have no claim to compensation for waiting times or lost profits.

Defects resulting from improper transport, storage or handling by the customer shall be excluded from ILB's warranty pursuant to the above paragraph. Minor product deviations are unavoidable and are not considered to constitute a defect that leads to a warranty claim on the part of the customer in accordance with the preceding paragraph. The customer's notification of defects or other complaint about the delivered goods shall not release the customer from the obligation to pay, provided the goods remain in the possession of the customer.

10. Liability

ILB shall only be liable in cases of unlawful intent or gross negligence. Any further liability on the part of ILB arising from or in connection with these GTC or the delivered goods and services provided by ILB – regardless of the legal grounds – shall be excluded.

ILB shall only assume manufacturers' guarantees as they are, unless these are explicitly stated differently in the respective order confirmation or these GTC. All other guarantees, whether legal or otherwise, are excluded. In particular, ILB does not guarantee in any way that the delivered goods will fulfil a particular purpose, unless ILB has given the customer an additional explicit written guarantee. ILB assumes no responsibility as manufacturer or quasi-manufacturer for goods that ILB has not manufactured itself. In this case, the guarantees and liabilities of the manufacturer shall apply.

Claims for damages shall be limited to the contractual value of the affected part of the delivery.

All cases of breach of contract and their legal consequences as well as all claims of the customer, regardless of the legal basis, are conclusively regulated by these terms and conditions. In particular, all claims for damages, reduction, cancellation of the contract, or rescission or withdrawal from the contract not expressly mentioned, are excluded. Under no circumstances shall the customer be entitled to claim compensation for damages that have not occurred to the delivery item itself, such as production outages, loss of use, damage to health, accidents during use, loss of orders, loss of profit or other direct or indirect damages. This exclusion of liability shall not apply to unlawful intent or gross negligence on the part of ILB.

ILB assumes no liability for improper application or use of the products contrary to local legal, health and/or occupational safety regulations. The customer is responsible for complying with all locally relevant laws, regulations and requirements. Any direct or indirect liability on the part of ILB shall be excluded. The customer is also responsible for instructing and training the users of the products accordingly.

11. Intellectual property rights

ILB explicitly reserves all property rights and copyrights for all technical documentation (data sheets, profile CDs, drawings, models, etc.) and sales aids (collections, price lists, videos, etc.) as well as other rights to

intellectual property. At the request of ILB, these documents must be submitted to ILB in the absence of corresponding orders or upon termination of a contractual relationship.

12. Special provisions, ILB homepage/data sheets

a) Manufacturer's information

The products offered on the ILB homepage are not manufactured by ILB. All information about the products that the customer receives during the ordering process are based on the information provided by the manufacturers and are not binding.

Incorrect or incomplete descriptions, standards, illustrations and prices are reserved. ILB reserves the right to make ongoing corrections.

(b) Intellectual property

The entire content of the ILB website is protected by copyright or otherwise. The copying, editing or other use of this website or parts thereof by the customer is only permitted to the extent that this is explicitly permitted in accordance

with these GTC or mandatory Swiss law, or if ILB has previously given its written consent.

(c) Data protection provisions

When collecting, processing and using personal data within the meaning of Swiss data legislation, ILB shall adhere to the provisions of Swiss data protection legislation.

ILB shall collect and use the personal data solely for the purpose of processing the contractual relationship with the customer. It shall only be passed on to third parties to the extent that this is absolutely necessary for the proper execution of ILB's contractual obligations.

The personal data collected by ILB is protected against access by unauthorised third parties. The user may at any time request that ILB send them a copy of the personal data relating to them or inform them about its use. ILB shall also correct or delete this data at any time at the user's request.

13. Amendment of these GTC

ILB may amend these GTC at any time and at its own discretion. The current version of the GTC at the time of the order shall apply for the customer.

14. Place of performance

Unless otherwise agreed, the registered office of ILB, 6300 Zug, Switzerland, shall be the place of performance for both parties.

15. Place of jurisdiction and applicable law

The legal relationship between ILB and the customer shall be governed exclusively by Swiss substantive law, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods dated 11

April 1980 ("Vienna Sales Convention"). The German text shall be authoritative for the interpretation of the contractual relationship and the GTC.

The exclusive place of jurisdiction for all disputes arising from the contractual relationship between ILB and the customer is 6300 Zug, Switzerland. However, ILB may sue the customer at any other legal place of jurisdiction.

16. Final provisions

ILB may terminate contractual agreements with the customer or assign individual parts thereof (including individual or multiple claims) to third parties.

The customer shall only be entitled to the corresponding right if ILB has previously consented to this in writing.

The customer shall only be entitled to offsetting if their counterclaim is undisputed or has been legally established.

The customer shall only be entitled to assert a right of retention if their counterclaim is based on the same contract and is undisputed or has been legally established.

All agreements and legally relevant declarations of the contracting parties must be made in writing in order to be valid. The same also applies in particular to this clause requiring the written form. Written form in the sense of these GTC also includes emails, provided that these are sent to the employees responsible for the respective order at the email address noted on the order confirmation or otherwise communicated to the customer in writing.

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