

## General Terms and Conditions of HAMMEL Swiss Recycling Systems AG

### § 1 General

1. All offers and agreements of HAMMEL Swiss Recycling Systems AG (hereinafter: HAMMEL) are based exclusively on the following General Terms and Conditions (GTC). They are accepted unconditionally by placing an order, concluding a reservation agreement, but at the latest by accepting the delivery.
2. Deviating conditions of the customer are only binding if HAMMEL expressly agrees to them in writing, otherwise they will not become part of the contract, even if HAMMEL delivers the goods with knowledge of deviating or conflicting conditions.
3. Verbal agreements only become effective with written confirmation by HAMMEL.
4. The written form requirement is deemed to have been complied with if the declaration is made by e-mail or fax. The legally prescribed form requirements are excluded from this.
5. HAMMEL requires the consent that electronic communication is examined, filtered and classified according to the state of the art, as well as in the case of a classification as SPAM, (potential) malware or faulty transmission (which can damage the integrity of the communication), even without feedback the sender is discarded unread and thus not received. It is up to the sender to obtain confirmation of the correct receipt if necessary. Furthermore, e-mails that are larger than 10 MB may be discarded. References to Dropbox are treated as potential malware. Executable files and files that contain dynamic content can also be discarded. Documents in PDF-A format are preferred.

### § 2 Tenders, Samples and Descriptions

1. Offers are always non-binding and do not oblige HAMMEL to accept orders.
2. Sample deliveries are considered to be approximate and are not binding. They are to be returned to HAMMEL or paid for within one month of the day of dispatch with freight paid.
3. Descriptions of the machines, their performance and their dispatch as well as drawings and plans contain only approximate information that does not justify any guaranteed properties. Descriptions, drawings and plans remain the property of HAMMEL and may not be reproduced, made available to third parties or used for purposes other than placing an order with HAMMEL without the written consent of HAMMEL. The aforementioned documents must be destroyed upon request by HAMMEL.
4. The customer assumes the liability for the dimensions specified by him. He is responsible for ensuring that the working drawings submitted by him do not infringe the property rights of third parties. HAMMEL is not obliged to provide the customer with evidence for a check whether the submission of offers on the basis of the working drawings sent in by the customer infringes the property rights of third parties in the event of execution. If HAMMEL is nevertheless liable, the customer shall be liable to HAMMEL for any recourse claims.

### § 3 Order Confirmation

1. Orders will not be binding to HAMMEL until they have been confirmed by HAMMEL in writing or with the receipt of the agreed down payment.
2. If the customer withdraws from the order, HAMMEL can claim a higher actual damage without prejudice to the possibility
  - 10% of the order value before the start of construction
  - 30% of the order value after the start of construction
  - 100% of the order value after completionfor the costs and lost profit incurred in processing the order, unless otherwise agreed. The customer retains the right to provide evidence of minor damage. Advance payments and credits received will be offset and expire in favour of HAMMEL.

### § 4 Delivery

1. The delivery is the timely and proper fulfilment of all commitments ahead of the customer. The plea of an unfulfilled contract remains reserved.
2. HAMMEL meets the specified delivery times as far as possible. Any delayed deliveries or services do not oblige HAMMEL to pay damages or to pay a contractual penalty and do not establish any other obligations for HAMMEL. The customer is entitled to withdraw from the contract if HAMMEL has exceeded the delivery deadline by more than two months and the customer has set HAMMEL a reasonable grace period of one month in writing.
3. The delivery period begins with receipt of the agreed down payment, but not before the customer has provided the necessary documents, permits and approvals.
4. The delivery deadline is met if readiness for dispatch has been notified by the time it expires or the delivery item has left the factory.
5. The delivery period is extended in the event of labour disputes, in particular strikes and lockouts as well as in case of unforeseen obstacles that are beyond the control of HAMMEL, e.g. operational disruptions, delays in the delivery of essential materials, pandemics and force majeure events. The same shall apply if these circumstances occur at HAMMEL suppliers or shippers. The delivery period is extended according to the duration of such measures and obstacles. HAMMEL is also not responsible for the aforementioned circumstances, if they arise during an already

existing delay. In important cases, HAMMEL will inform the customer as soon as possible about the beginning and end of such obstacles.

6. Partial deliveries shall be permitted within the delivery periods stated by HAMMEL, in as far as they do not cause disadvantages for their use.
7. In default of acceptance or other culpable violation of cooperation obligations by the customer, HAMMEL shall be entitled to compensation for the resulting damage, including any additional expenses. Further claims are reserved.

### § 5 Transfer of risk / Transport

1. The risk of accidental loss or accidental deterioration of the goods is transferred to the customer as soon as the goods are ready for collection. In general "ex works" according to Incoterms® 2010 applies, unless something else is expressly agreed in writing in the order confirmation. If the goods are ready for shipment and the shipment / collection is delayed through no fault of HAMMEL, the risk shall pass to the purchaser upon receipt of the notification of readiness for shipment. Liability for any damage of any kind occurred during loading, unloading and transport of the goods are to be paid by the customer.
2. The method of dispatch and the means of dispatch are determined by HAMMEL to the best of its knowledge. If the dispatch is delayed for any reason, HAMMEL can store the ordered goods on its own or with a third party to be determined by HAMMEL at the expense and risk of the customer. HAMMEL is only responsible for the selection of the third party.
3. Postage and packaging expenses will be invoiced separately. The packaging becomes the property of the customer and will be invoiced by HAMMEL at its cost price, as far as nothing else has been agreed in writing.
4. Shipments and any returns from HAMMEL are transported at the risk of the customer, even if the transport and assembly is carried out by employees of HAMMEL.
5. Delivery shall be made from any warehouse in the sense of Section 5 Paragraph 2 at the risk of the customer, unless otherwise agreed.
6. Transport insurance will only be taken out at the request and cost of the customer.

### § 6 Prices / Terms of Payment

1. Unless otherwise agreed, prices are given in Swiss francs (CHF). All HAMMEL prices apply "ex works" according to Incoterms® 2010, excluding packaging, shipping, handling, insurance and loading. These will be invoiced separately, unless another agreement has been made in writing. The goods will be packed as usual at HAMMEL's discretion and at the customer's expense.
2. Prices are net prices; the value added tax is shown separately and invoiced at the applicable statutory rate.
3. Invoices are to be paid without any deduction as follows: For machines 30% upon order confirmation, 70% before delivery, but no later than eight days after notification of completion. For spare parts and customer services: The total price without deduction within 14 days of the invoice date, unless otherwise agreed.
4. If the customer is in default of payment, HAMMEL is entitled to charge both default interest at the statutory rate until full payment has been made and storage fees after completion. If HAMMEL is able to prove higher damage caused by default, HAMMEL is entitled to assert this against the customer.
5. Payments in the form of bills of exchange or checks will not be accepted. Sending a check or bill of exchange by the customer does not have the effect of discharging the debt or deferral of the claim. The claim for work wages cannot be brought to action.
6. Circumstances, which at the discretion of HAMMEL cast doubt on the creditworthiness of the customer, entitle HAMMEL to immediately assert an invoice that is still open regardless of its due dates. Such circumstances are in particular other open payment items or enforcement measures against the customer. In addition, HAMMEL is entitled, at its option, to demand advance payment or security deposit because of claims due from contracts concluded under old conditions and, in turn, to refuse performance until advance payment or security deposit has been made.
7. In case of a breach of contract on the part of the customer, which results in the termination of the business relationship or just the individual contract, all outstanding claims are due for payment immediately and in full upon request.
8. Price changes are permitted if there are more than six weeks between the conclusion of the contract and the agreed delivery date. If wages, material costs or market-based purchase prices increase by the time the delivery is completed, HAMMEL is entitled to increase the price appropriately in accordance with the cost increases. The customer is only entitled to withdraw from the contract if the price increase does not significantly exceed the increase in the general cost of living between the order and delivery.
9. The deduction of an early payment discount requires a special written agreement.
10. The customer is only entitled to a right of set-off if his counterclaims have been legally established, are undisputed or have been recognized by HAMMEL. The customer has no right of retention due to contested counterclaims.

### § 7 Reservation of Proprietary Right

1. The delivered goods remain the property of HAMMEL until full payment has been made for all deliveries and other services that have already taken place and will still take place in the future. In the case of a current account, the reserved property is considered to be a security for the balance. HAMMEL will take all measures to register the retention of title at the customer's expense, insofar as this is necessary according to the statutory provisions.
2. As long as ownership has not yet passed to the customer, he is obliged to treat the delivered goods with care. He is particularly obliged to insure them adequately at replacement value against fire, water and theft damage at his own expense and to



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provide the relevant evidence upon request from HAMMEL. The customer must carry out necessary maintenance and inspection work on time at his own expense.

- The customer may not dispose of the goods subject to retention of title ("goods subject to retention of title") without the consent of HAMMEL. If the customer sells the delivered goods with the consent of HAMMEL, he assigns the resulting claims against his customers with all ancillary rights to secure the claims of HAMMEL up to the amount of the value of the reserved goods when the sale is concluded. This assignment also relates to claims against insurance companies. The same applies to the customer's claims against the party causing the damage if the goods subject to retention of title are damaged or destroyed.
- The treatment and processing of HAMMEL goods is carried out for HAMMEL without binding HAMMEL. In case of processing with other goods, that do not belong to HAMMEL, by the customer, HAMMEL shall become co-owners of the new object, at the proportion of the value of the reserved goods to the value of the other goods used at the time of use to be precise.
- If the value of the HAMMEL security measures exceeds HAMMEL's claims by more than 20%, HAMMEL will release the excess security.
- The customer must inform HAMMEL immediately of distraint of property or other interventions by third parties so that HAMMEL can file a lawsuit. Should the third party not be in a position to reimburse in and out of court costs such as a lawsuit, then the customer shall be liable for the extent of the resulting loss.
- If third parties access the goods subject to retention of title, the customer must point out the ownership of HAMMEL. If the processing / mixing takes place in such a way that the customer's item is to be regarded as the main item, it is agreed that the purchaser will keep the co-ownership for HAMMEL.
- If the customer acts in breach of contract, in particular default of payment, HAMMEL is entitled to take back the goods subject to retention of title. Taking back or seizing the reserved goods by HAMMEL does not constitute a withdrawal from the contract.

### § 8 Taking back the goods

- If HAMMEL's claims are not met or not met within the deadlines specified under Section 6 Paragraph (3), HAMMEL is entitled, in addition to asserting HAMMEL's other rights, to take back the goods delivered under retention of title. This is not to be seen as exercising the right of withdrawal. HAMMEL is entitled to the same right if HAMMEL becomes aware of circumstances which, in the opinion of HAMMEL, make it no longer appropriate to grant a loan.
- If HAMMEL takes back goods, HAMMEL will be reimbursed 30% of the order price.

### § 9 Warranty

- All information, such as construction values, dimensions, weights, illustrations, descriptions, calculations, assembly sketches and drawings in sample books and other documents do not constitute an assurance of the existence of a property.
- The customer must notify HAMMEL in writing of any defects without undue delay. If the customer fails to notify HAMMEL in writing within one week of defects that can be identified during a proper inspection of the goods, he will lose his warranty rights. The one-week period begins on the day the goods are delivered. If, in exceptional cases, the goods are not delivered, the period begins on the day the goods are handed over.
- If the goods show a defect for which HAMMEL is responsible, HAMMEL is entitled to either remedy the defect or make a replacement delivery. If the elimination of the defect or replacement delivery fails, the customer is entitled to either withdraw from the contract or demand a reduction in price. The warranty is generally fulfilled at the Wolfwil plant. If the customer requests on-site services, transport and travel costs as well as other expenses are at his own expense.
- Natural wear and tear is excluded from the guarantee in any case.
- The guarantee from HAMMEL is subject to the punctual fulfillment of the agreed terms of payment and other obligations of the customer. In particular, the performance of the inspections (according to the documentation or operating instructions) according to the order of the customer by HAMMEL specialists is a prerequisite for the assumption of the guarantee.
- HAMMEL guarantees perfect material and proper assembly for a maximum of 18 months or a maximum of 2,000 operating hours after the month of completion (see the machine's nameplate), whichever comes first. A warranty period of one year or 1,000 operating hours after the end of the month of completion (see type plate of the machine), whichever occurs first, applies to spare parts and work services. If the installation is delayed for reasons for which HAMMEL is not responsible, the warranty period expires no later than 18 months after the date of dispatch from the factory. As part of the warranty, the spare parts and the repairs are free of charge. Travel, accommodation and shipping costs or fees and taxes for customs clearance are not included, unless otherwise agreed.
- HAMMEL is not liable for any defects in the sale of used machines or machine parts.
- At HAMMEL's discretion, the warranty extends to replacement of the defective part - replaced parts become the property of HAMMEL - or to subsequent improvement. HAMMEL reserves the right to make repeated attempts at rectification. The customer is obliged to return defective parts to HAMMEL upon request.
- Insofar as warranty work is carried out by third parties with the written consent of HAMMEL, HAMMEL must be informed immediately, at the latest within eight days after the work is due, if the third party does not meet its obligations or if the customer raises objections to his work. After this period, claims against HAMMEL are excluded.
- No liability is assumed for delivery parts that are subject to premature wear due to their material properties or the way they are used. This also applies to damage as a result of natural wear and tear, overloading, incorrect or negligent treatment, unsuitable equipment, defective construction work and as a result of the effects of temperature, weather, chemical and electrical nature or as a result of other natural influences. Interventions by unauthorized third parties or self-negligence, neglect

of maintenance and service, accountability during operation or other improper interventions are not covered by HAMMEL's warranty.

### § 10 Claims

- If the customer asserts claims for damages, HAMMEL's liability is limited to intent and gross negligence. Except in cases of an intentional breach of contract, HAMMEL is only liable for foreseeable, typically occurring damage. The same limitation of liability applies to a culpable and significant breach of contract on the part of HAMMEL. The exclusion of liability and limitations of liability do not apply if HAMMEL causes damage to the life, body or health of the customer.
- Otherwise liability for damages is excluded. In particular, HAMMEL is not liable for damage that has not occurred on the delivery item itself.
- Claims for damages due to consequential damage caused by defects, including such appeared in the course of assembly or repair, are excluded, taking into account the restrictions listed under Section 11, Paragraph (1), even if they can be attributed to the fault of vicarious agents.
- Any claim for damages, for whatever legal reason, is always limited to the maximum amount of CHF 1 million per case of damage.
- If a third party purchases the machine as an end customer and asserts claims for damages against HAMMEL, irrespective of the legal reason, the customer releases HAMMEL already today of any liability to the third party for damage to the goods, other (third-party) goods or because of lost profit, with the exception of the damage for which HAMMEL is responsible in accordance with Section 11 Paragraph (1), (3).

### § 11 Closing terms

- For all disputes arising from the contractual relationship, if the customer is a sole trader, a full merchant, a legal entity under public law or a special fund under public law, the action must be brought to the court responsible for the headquarters of HAMMEL. HAMMEL is also entitled to sue at the customer's headquarters.
- Swiss law applies exclusively under exclusion of the laws on the international purchase of movable objects (UN sales law, CISG), even if the customer is based abroad.
- The transfer of rights and obligations of the customer from the contract concluded with HAMMEL require the written consent of HAMMEL in order to be effective.
- Should a provision be or become null and void, this shall not affect the validity of the other provisions.
- Only the German version is legally binding and therefore valid. The English version is primarily intended for understanding. However, this translation does not contain legally binding statements or any claim to correctness.

### § 12 Change of the general terms and conditions / reservation of change

- HAMMEL is entitled to unilaterally change these general terms and conditions, insofar as this is necessary to remove equivalence disruptions that subsequently arise or due to changed case law or legislation. HAMMEL will inform the contractual partner of a change by sending the contents of the changed regulations to the last known e-mail address or address. The change becomes part of the contract if the contractual partner does not object to HAMMEL in writing within six weeks of receipt of the change notification.

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