

General Terms and Conditions of Purchase (GTCP)

Valid from 1 March 2025

1. Information

- 1.1 The following General Terms and Conditions of Purchase ("GTCP") shall apply to all orders and/or contracts for the purchase and/or delivery of goods between the Buyer (hereinafter referred to as Wegmann Wärmetauscher GmbH) and the contractual partner (hereinafter referred to as the Supplier).
- 1.2 By placing an order, the Supplier confirms the exclusive validity of these GTCP.
- 1.3 Any general or special conditions of the Supplier as well as other general conditions such as SIA standards are expressly not recognized by Wegmann Wärmetauscher GmbH and are not binding unless they are expressly confirmed in writing by Wegmann Wärmetauscher GmbH. Silence or acceptance of deliveries by Wegmann Wärmetauscher GmbH does not constitute consent.
- 1.4 Agreements and declarations of the parties in text form that are transmitted electronically (in particular e-mail) are deemed equivalent to the written form.
- 1.5 These GTCP apply from 1 April 2025.

2. Orders

- 2.1 All orders must be concluded in writing. The Supplier must confirm the order in writing within 5 business days. If no confirmation is received in time, the order shall be deemed to have been accepted unless the Supplier expressly objects within the deadline.
- 2.2 Within the time period specified in section 2.1, Wegmann Wärmetauscher GmbH shall be entitled to make changes or additions to the order in writing, which shall be binding on the Supplier. Amendments and additions on the part of the Supplier require the express written consent of Wegmann Wärmetauscher GmbH.
- 2.3 Wegmann Wärmetauscher GmbH is entitled to cancel an order at any time without incurring costs and without any liability towards the Supplier if the confirmation is not made in due time or if the Supplier does not execute the order in accordance with the contract.

3. Prices

- 3.1 The agreed prices are fixed prices and, unless otherwise agreed in writing, include all costs for packaging, transportation, insurance, customs duties, taxes and other costs and fees required for proper fulfillment of the contract.
- 3.2 Subsequent price increases and any surcharges or additional costs are impermissible, unless they have been expressly approved in advance in writing by Wegmann Wärmetauscher GmbH.

4. Terms of payment

- 4.1 A separate invoice must be issued for each delivery, containing all legal requirements, in particular VAT, as well as the information requested in the order.
- 4.2 Payment shall be made within 20 days with a 3% discount or within 30 days net, provided that the delivery is complete and free of defects. Wegmann Wärmetauscher GmbH is entitled to withhold payment until any defects have been fully remedied and/or until complete delivery has been made. Deviating payment terms are only valid if they have been expressly confirmed in writing by Wegmann Wärmetauscher GmbH.

5. Packaging and transportation

The Supplier is responsible for appropriate packaging and selection of suitable means of transportation. The Supplier shall be liable for damage or loss caused by defective packaging or unsuitable means of transportation.

6. Delivery date and delay in delivery

- 6.1 The delivery date specified in the order is binding on the Supplier.
- 6.2 Partial shipments or advance delivery require the explicit advance written consent of Wegmann Wärmetauscher GmbH.
- 6.3 If it is not possible to deliver on time, the Supplier must inform Wegmann Wärmetauscher GmbH immediately and in writing of the reason for the delay and the new expected delivery date. In this case, Wegmann Wärmetauscher GmbH reserves the right to cancel the order without incurring any costs and without any liability towards the Supplier.
- 6.4 The Supplier shall automatically be in default if the delivery date is exceeded; no reminder is necessary (*Verfalltag*).
- 6.5 In the event of a delay in delivery, Wegmann Wärmetauscher GmbH is entitled to insist on the fulfillment of the contract and to demand a contractual penalty of 3% of the order value per commenced week of delay (maximum 30%), without prejudice to further claims for damages.
- 6.6 Notwithstanding its rights pursuant to section 6.5, Wegmann Wärmetauscher GmbH shall also be entitled to withdraw from the contract and procure the goods elsewhere without incurring any costs and without any liability to the Supplier after expiry of a reasonable grace period. The Supplier shall bear all costs incurred as a result. Wegmann Wärmetauscher GmbH expressly reserves the right to assert further claims for damages.

7. Deliveries and services

- 7.1 The quantities specified in the orders are binding and must be strictly adhered to. In the event that the quantity ordered is exceeded or fallen short of, Wegmann Wärmetauscher GmbH shall be entitled to correct fulfillment of the exact quantity ordered, whereby all associated expenses and costs shall be borne by the Supplier.
- 7.2 The Supplier warrants that the delivered goods are in accordance with the contract and the agreed specifications, as well as legally and factually free of defects and fit for the intended purpose.
- 7.3 The delivery of the goods and the provision of any services must be carried out strictly in accordance with the details in the order and the specifications provided by Wegmann Wärmetauscher GmbH. Any deviations require the prior written approval of Wegmann Wärmetauscher GmbH.
- 7.4 The place of performance for the Supplier's services shall be the domicile of Wegmann Wärmetauscher GmbH at the time of delivery.
- 7.5 The benefit and risk of the delivered goods shall pass to Wegmann Wärmetauscher GmbH upon confirmation of acceptance at the place of performance.
- 7.6 Wegmann Wärmetauscher GmbH is entitled to return unused standard goods in their original packaging for a full refund of the purchase price. The refund will be made after deduction of the usual transportation costs.

8. Notice of defects and liability for defects

- 8.1 The delivered goods shall be inspected as soon as possible after receipt, at the latest upon further processing or commissioning. Wegmann Wärmetauscher GmbH shall notify the Supplier of any obvious or hidden defects discovered as soon as feasible in the normal course of business. However, the obligation to comply with a notice period is expressly waived and the Supplier waives the defense of late notice of defects.
- 8.2 In the event of a defect, Wegmann Wärmetauscher GmbH shall be entitled to all claims for rescission, price reduction, rectification, replacement delivery and/or compensation for damages. The choice of remedies shall be at the sole discretion of Wegmann Wärmetauscher GmbH.
- 8.3 Wegmann Wärmetauscher GmbH further reserves the right to withhold the purchase price or the unpaid part thereof in whole or in part until the defect has been remedied to its full satisfaction.
- 8.4 In the event of replacement deliveries or rectifications, the Supplier shall store the defective goods at its own expense and have them transported away. Unless otherwise agreed in writing, repairs and replacement deliveries must be made within 10 working days.
- 8.5 Unless otherwise agreed in writing by the parties, the statutory warranty periods shall apply. However, the warranty period shall be automatically extended as long as Wegmann Wärmetauscher GmbH is required to maintain a warranty extended to its customers. In the event of rectification of defects or replacement delivery, the warranty period for the replaced parts shall commence anew.
- 8.6 Wegmann Wärmetauscher GmbH shall be entitled to rectify the defects itself or have them rectified by a third party at the Supplier's expense if the Supplier does not rectify them itself within a reasonable period of time. Wegmann Wärmetauscher GmbH reserves the right to claim damages in any case.

9. Compliance with regulations and standards

- 9.1 The Supplier undertakes to comply with all applicable statutory regulations and technical norms and standards.
- 9.2 If compliance with the applicable regulations of the Swiss Gas and Water Industry Association (*Schweizerischer Verein des Gas- und Wasserfaches*, SVGW) is mandatory for the products and services supplied, the Supplier undertakes to comply with the relevant SVGW regulations.
- 9.3 If SVGW certification is required for the products supplied, the Supplier must prove that the products are duly certified. The Supplier is obliged to provide Wegmann Wärmetauscher GmbH with a valid SVGW certificate for the delivered products at any time upon request.
- 9.4 In cases referred to in section 9.3, the Supplier shall ensure that the SVGW certificate is always valid and is renewed in good time before expiry. The renewed certificate shall be submitted to Wegmann Wärmetauscher GmbH without being requested and no later than 30 days before the expiry of the previous certificate, as well as at any time upon request.
- 9.5 If the SVGW regulations are not complied with or the required SVGW certificate expires or is not presented, Wegmann Wärmetauscher GmbH is entitled to refuse acceptance of the delivery, withdraw from the contract and claim damages.

10. Data privacy

Both contracting parties are obliged to comply with all applicable data protection regulations. In particular, the Supplier shall inform its employees and any other persons whose personal data may be processed in the course of the performance of the contract in advance and in a legally sufficient manner about the processing of their personal data by Wegmann Wärmetauscher GmbH and, if necessary, obtain their express consent.

11. Force majeure

- 11.1 Neither party shall be liable for the non-performance or delayed performance of its contractual obligations if these are due to events beyond its control ("force majeure"). Force majeure includes in particular, but is not limited to: natural disasters, war, civil unrest, terrorist attacks, epidemics, pandemics or restrictions imposed by the authorities on this basis, fire, explosions, sabotage, strikes, lawful lockouts or other labor disputes.
- 11.2 The party invoking force majeure must immediately inform the other party in writing of the event and its effects and take all reasonable measures to minimize the effects and fulfil its contractual obligations as quickly as possible.
- 11.3 If the event lasts longer than 60 days, either party shall be entitled to withdraw from the contract immediately by notifying the other party in writing, without this giving rise to any claims for damages. Obligations already performed by either party shall remain unaffected by a withdrawal and shall be invoiced accordingly.

12. Severability clause

Should individual provisions of these GTCP be wholly or partially invalid or unenforceable, the validity of the remaining provisions shall remain unaffected. In such a case, the invalid provision shall be replaced by a valid provision that corresponds as closely as possible to the economic purpose of the invalid provision.

13. Place of jurisdiction and applicable law

- 13.1 The place of jurisdiction is the domicile of Wegmann Wärmetauscher GmbH. However, Wegmann Wärmetauscher GmbH is also entitled to take legal action against the Supplier at the Supplier's seat.
- 13.2 The contractual relationship shall be governed by Swiss substantive law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and the conflict of laws rules.