

General Terms and Conditions eco-invention ag

Edition of January 1, 2024

1 Scope of application

These General Terms and Conditions ("GTC") form an integral part of all contracts between eco-invention ag, Lindenstrasse 4, CH-6374 Buochs ("ECO-INVENTION") and its customers for all services and deliveries by ECO-INVENTION. They also apply without further ado to all future legal transactions between the parties.

ECO-INVENTION may amend the GTC at any time and without prior notice. The version published on the ECO-INVENTION website (see <https://eco-invention.ch>) at the time the contract is concluded shall apply.

The GTC and any individual agreements shall govern the content of the contract conclusively, whereby the individual agreements shall take precedence over the GTC in the event of contradictions. Deviating or supplementary contractual provisions of the customer (e.g. terms and conditions of business or purchase) only apply if ECO-INVENTION explicitly confirms them in writing.

2 Conclusion of contract and scope of services

Brochures, product illustrations or other descriptions of goods or services (e.g. drawings, calculations etc.) used by ECO-INVENTION or information relating thereto are not legally binding and do not constitute an offer to conclude a contract. They always serve only to present goods and services and only become part of the contract if explicitly confirmed in writing, whereby ECO-INVENTION always reserves the right to correct errors.

Upon request, ECO-INVENTION shall submit a written offer to the customer for the services or deliveries requested by the customer ("Offer"). Unless otherwise stated in writing by ECO-INVENTION, Offers are always non-binding.

The customer shall review the Offer and, if appropriate, confirm it by submitting a binding order to ECO-INVENTION ("Order").

A contract is concluded upon written order confirmation by ECO-INVENTION. The scope, type and quality of the services and deliveries shall be determined in descending order of priority by (a) the signed contract, (b) the order confirmation from ECO-INVENTION, (c) the Offer

from ECO-INVENTION and (d) the GTC. Other documents shall only become part of the contract if agreed in writing.

Product information contained or mentioned in the contract documents (e.g. drawings, illustrations, dimensions, etc.) only serve to describe the performance and shall only be binding in the sense of warranted characteristics if their compliance was expressly assured in writing in the Offer ("Warranted Characteristics").

Subsequent changes to the scope of services must be agreed in writing. However, ECO-INVENTION reserves the right to make reasonable minor changes (e.g. customary deviations in quality, quantity, weight or other deviations).

3 Delivery times and delays

Delivery times are only binding if ECO-INVENTION designates them as binding in writing. They shall not be regarded as fixed dates within the meaning of Art. 108 Para. 3 of the Swiss Code of Obligations and are subject to timely delivery by our own suppliers. In particular, delivery times do not begin before all commercial and technical questions have been clarified and any agreed advance payments or securities have been made.

Agreed delivery times shall be extended appropriately if (a) the customer does not fulfill his contractual obligations on time (e.g. delivery of information or advance payment); (b) ECO-INVENTION is prevented from delivering the goods or services by circumstances for which it is not responsible (e.g. force majeure, shortage of raw materials, supplier delays or strike); or (c) the parties subsequently agree on other or additional services.

In the event of a delay in delivery for which ECO-INVENTION can be held responsible, the customer must send a written reminder and set an appropriate time limit for subsequent performance. The time limit must be appropriate to the individual circumstances. A time limit of less than two weeks is, however, only appropriate in cases of particular urgency.

4 Terms of delivery and transfer of risk

Unless otherwise agreed in writing, the place of performance shall be the legal seat of ECO-INVENTION. Delivery dates are deemed to have been met if the goods

have been handed over to the transport company on the agreed delivery date or if ECO-INVENTION has advised that the goods are ready for dispatch. ECO-INVENTION can also provide partial services, provided that these can be used sensibly.

If the goods are delivered by ECO-INVENTION, ECO-INVENTION shall determine the mode of delivery and the carrier. The goods shall only be insured if the risks to be insured have been agreed in writing and shall be at the customer's expense.

The risk shall pass to the customer as soon as the delivery leaves the ECO-INVENTION warehouse. This also applies if ECO-INVENTION provides further services (e.g. shipping costs, delivery, etc.).

If delivery is delayed due to circumstances for which ECO-INVENTION is not responsible, the risk shall pass to the customer upon notification of readiness for delivery.

5 Customer obligation to provide information and give notice of defects

The customer undertakes to provide all necessary information in good time and in full so that ECO-INVENTION can provide its services on time.

The customer must carefully inspect all services and deliveries immediately upon receipt by a competent employee in accordance with the statutory provisions and notify ECO-INVENTION in writing of any visible defects within 10 days of receipt at the latest and of any hidden defects immediately after their discovery, but within 5 working days at the latest, describing the defect.

If the customer fails to give notice of defects immediately, the product with the relevant defects shall be deemed accepted by the customer, with the result that all possible warranty and liability claims shall lapse.

6 Observance of safety obligations and other safety regulations

When planning, installing and operating ECO-INVENTION's services and deliveries, the customer undertakes to comply with all legal requirements and those specified by ECO-INVENTION (e.g. operating instructions, project reports, planning documents, website, etc.). In particular, the system design must be planned using the software tools specified by ECO-INVENTION and the appropriate installation gauges from ECO-INVENTION must be used during installation.

In particular, the customer acknowledges that all persons involved in the installation and operation of ECO-INVENTION services and deliveries must be secured with fall protection and other safety systems in accordance with the applicable regulations. The customer is responsible for ensuring that the prescribed safety systems are in place at all times and are used effectively.

ECO-INVENTION itself does not offer any fall protection or safety systems for the installation or operation of ECO-INVENTION's services and deliveries. If the customer uses fall protection systems or other safety systems from third parties in connection with services and deliveries from ECO-INVENTION, the customer shall be solely responsible for the functionality and safety of the system in question and any mechanical connection to the services and deliveries from ECO-INVENTION. ECO-INVENTION excludes all liability in this respect to the extent permitted by law and the customer shall indemnify ECO-INVENTION in full against any third-party claims in this connection at first request.

7 Annual inspection obligation of the customer

ECO-INVENTION products are constantly exposed to changing weather conditions and seismological influences. The customer must therefore check that the products are still in good condition after heavy loads (e.g. storms, heavy snow loads, earthquakes, etc.), but at least once a year. In addition to a general visual inspection, this includes in particular the inspection of mechanical connections. The customer must notify ECO-INVENTION in writing of any defects found within 10 days at the latest, describing the defect.

8 Remuneration and price adjustments

All prices stated are in Swiss francs and exclude VAT, duties, customs duties, travel costs, expenses, packaging, shipping and, where applicable, transport insurance.

External circumstances that only become known after conclusion of the contract and have a significant impact on costs (e.g. changes in the law, official measures, price increases by upstream suppliers and currency fluctuations, etc.) entitle ECO-INVENTION to make an appropriate price adjustment. Adjustments are always based on the original price calculation and are not intended to increase ECO-INVENTION's profits.

9 Terms of payment

Unless otherwise agreed, the customer is obliged to pay in advance. If ECO-INVENTION waives advance payment, invoices are due immediately after performance of ECO-INVENTION's obligation and must be paid net within 20 days of the invoice date.

If ECO-INVENTION becomes aware of unfavorable information about the customer's creditworthiness after conclusion of the contract, ECO-INVENTION may subsequently make its deliveries and services dependent on an appropriate advance payment.

The customer must comply with agreed payment deadlines even if transportation or delivery is delayed or made impossible for reasons for which ECO-INVENTION cannot be held responsible. If ECO-INVENTION grants a postponement of the delivery date at the customer's request, the payment is due at the time it would have been due if the postponement had not been granted. The postponement of deadlines must always be made in writing.

The customer's payment obligation shall be fulfilled when the amount has been received in full and on time by the paying agency specified by ECO-INVENTION. Payment by bill of exchange and set-off against own claims is excluded.

If the customer fails to make a timely and complete payment, he is in default with immediate effect within the meaning of Art. 108 of the Swiss Code of Obligations. ECO-INVENTION may suspend fulfillment of the contract or withdraw from the contract without setting a time limit. ECO-INVENTION is also entitled to default interest of 5% from the due date. ECO-INVENTION reserves the right to claim compensation for further damages.

10 Warranty of quality and fitness

ECO-INVENTION warrants for 10 years from delivery that its services and deliveries (a) have the characteristics warranted in writing and (b) are free from defects in material, construction or fabrication that would impair their function. The state of the art at the time of delivery shall be decisive for the assessment as to whether the services and deliveries are free from defects.

To the extent permitted by law, any further-reaching warranty is excluded. In particular, no warranty exists for damage or impairment of the services and deliveries due to (a) disregard of operating or assembly instructions, improper storage, assembly or use; (b) natural wear and tear or extreme influences (e.g. contact with

smoke, salt or other aggressive substances); (c) excessive use, improper maintenance or repair; (d) unsuitable equipment; (e) damage caused by third-party work not authorized in writing by ECO-INVENTION or (f) force majeure (e.g. earthquakes, storms, volcanic eruptions, floods, lightning or large amounts of snow).

ECO-INVENTION will only provide a warranty for third-party products within the scope of the warranty of the third-party supplier. ECO-INVENTION will forward such warranty claims to the third-party supplier for examination and, if the third-party supplier's decision is positive, will pass on its warranty services to the customer. Further claims for damages or other claims are excluded to the extent permitted by law.

A warranty claim must be reported to ECO-INVENTION in writing within 10 days of becoming aware of it, together with the original invoice. ECO-INVENTION may reject late or improper notifications without further ado. ECO-INVENTION may choose to remedy a defect by (a) eliminating the defect by repair; (b) supplying goods or services that are free from defects; or (c) providing a refund at current value according to straight-line amortisation over the warranty period. Further claims of the customer, in particular compensation for consequential damages, installation and removal costs and transportation costs or claims for reduction or rescission are excluded.

The customer shall support ECO-INVENTION in analyzing faults and remedying defects, describe any problems that arise and grant the time and opportunity required to remedy the defect. The provision of warranty services shall not lead to an extension of the warranty period.

11 Warranty of title

ECO-INVENTION guarantees that its services and deliveries do not infringe any intellectual property rights of third parties in Switzerland.

If the customer is confronted with such claims in relation to ECO-INVENTION's services and deliveries, he must notify ECO-INVENTION immediately in writing and shall leave the settlement of the dispute to ECO-INVENTION.

If the claims are justified, ECO-INVENTION may, at its own discretion, (a) acquire the necessary rights of use; (b) modify the delivery or service or (c) refund the current value according to straight-line amortisation over the warranty period. Further-reaching or other claims against ECO-INVENTION and its associates are excluded.

Warranty claims are excluded insofar as infringements of rights were caused by customer specifications, improper use or modifications or combinations with other elements.

12 Liability

ECO-INVENTION shall only be liable for damages incurred by the customer resulting from improper performance of the contract if ECO-INVENTION can be proven to have acted with unlawful intent or gross negligence. Statutory presumptions of fault are excluded to the extent permitted by law.

Liability claims under the Swiss Product Liability Act shall be governed exclusively by the mandatory statutory provisions. To the extent permitted by law, any further-reaching liability is excluded. In particular, the correct use of ECO-INVENTION's deliveries and services (including assembly, ballasting, etc.), the tightness of the roof or compliance with safety regulations is the sole responsibility of the customer.

The claim for damages is limited to the total amount of compensation paid by the customer. Under no circumstances shall the customer be entitled to claim compensation for damages that have not occurred to the product itself, such as loss of production, loss of use, loss of orders, recall costs, loss of profit, consequential damages and other direct or indirect damages. In particular, any liability for damages that may arise from the use of the products by the customer or third parties is excluded.

13 Confidentiality obligation

Unless otherwise agreed in writing, all information of the other party obtained or otherwise brought to the attention of the parties in the course of negotiations or performance of the contract ("Confidential Information") shall be kept confidential and may only be used for the performance of the contract or the authorized use of the services and deliveries. The parties shall take adequate security measures to maintain the confidentiality of the Confidential Information.

Information that can be proven (a) to have already been known to the party at the time of knowledge; (b) to already be public knowledge at the time of knowledge or to become public knowledge without breach of contract; (c) to have been lawfully received by the party from a third party or (d) to be disclosed due to legal obligations or official or court orders shall not be deemed Confidential Information.

14 Transfer of rights and obligations

ECO-INVENTION may transfer individual or all rights and obligations arising from legal transactions entered into with the customer to third parties without further ado.

15 Partial invalidity and reservation of written form

Amendments and additions to the contract must be made in writing in order to be valid. This also applies to the waiver of the written form requirement. Declarations in text form that do not comply with the written form requirement shall only be deemed equivalent to the written form if the parties have explicitly agreed this in writing.

Should one or more provisions be invalid, this shall not affect the validity of the remaining provisions. In this case, the parties shall adapt the contract in such a way that the intended purpose of the contract is achieved as far as possible.

16 Applicable law and place of jurisdiction

The contract shall be governed by **substantive Swiss law** to the exclusion of the international conflict of laws and the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980.

The **courts at the registered office of ECO-INVENTION** shall have exclusive jurisdiction for all disputes arising from or in connection with the contract. However, ECO-INVENTION may also bring proceedings against the customer in other courts.