



General Terms and Conditions of

Wagner International AG, Industriestrasse 22 CH-9450 Altstätten SG

1. GENERAL INFORMATION

1.1 These Terms and Conditions ("T&Cs") apply to contracts concluded with WAGNER INTERNATIONAL AG ("WAGNER"), which acts as the seller and/or supplier. However, they shall only apply if the Customer is an entrepreneur within the meaning of § 14 German Civil Code (BGB), a legal entity under public law or a special fund under public law. They shall also apply to all future deliveries, services or quotations carried out for the Customer, even if they are not the subject of separate agreements.

1.2 The Customer's terms and conditions shall not apply, even if WAGNER does not separately object to their validity in individual cases. Should WAGNER refer to a letter containing or referring to the Customer's terms and conditions of business, this shall not constitute any agreement with the validity of said terms and conditions. The Customer and WAGNER expressly declare that general terms and conditions contradicting these T&Cs shall not apply, even if WAGNER is aware of them and accepts them without reservation. By accepting the contract, the Customer declares that it has expressly or tacitly waived the application of its general terms and conditions.

1.3 If the Contract deals not only with the manufacture or delivery of goods, but also the project planning and/or the assembly/commissioning/maintenance of plants and plant components, the corresponding Special Terms and Conditions shall apply in addition. If they are not already enclosed with the quotation, they shall be sent on request or shall be available for download from the respective website "www.wagner-group.com".

2. CONCLUSION OF CONTRACT

2.1 WAGNER's quotations are non-binding and subject to change. In each case, the Customer shall submit a binding contract offer. Unless otherwise stated in this contractual offer, WAGNER is entitled to accept this contractual offer in writing or in text form within three (3) calendar weeks after receipt of the quotation. The contract is concluded by a written or e-mail order confirmation. No contract shall be concluded by any other means.

2.2 The documents belonging to the quotation, such as illustrations, drawings, weight/performance/consumption data are only approximate values unless explicitly designated as binding.

2.3 WAGNER hereby reserves all property rights and copyrights in respect of cost estimates, drawings, samples and other documents, including those in electronic form. Said items may not be reproduced and/or made accessible to third parties.

3. PRICES, TERMS OF PAYMENT, DEFAULT IN PAYMENT AND INABILITY TO PAY

3.1 Unless otherwise agreed, all prices are ex works (Incoterms 2020), i.e. excluding packaging, shipping/freight, insurance, taxes, fees, customs duties and levies, etc.

3.2 WAGNER is entitled to adjust the agreed prices if the prices of the raw materials change significantly. Unless otherwise agreed in writing in individual cases, a change in raw material prices of +/- 5% shall entitle WAGNER to adjust the prices.

3.3 The minimum order value is EUR 50 (or the equivalent value in local currency).



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3.4 WAGNER's invoices are payable net within 30 days of the invoice date. After expiry of this payment period, the customer shall automatically be in default without the need for a reminder. WAGNER is – even within the framework of an ongoing business relationship – entitled at any time only to carry out deliveries, in whole or in part, against advance payment.

3.5 In the event of default, statutory default interest must be paid. WAGNER reserves the right to claim further damages caused by default.

3.6 Payment by offsetting against counterclaims is only permitted if such counterclaims have been expressly recognized by WAGNER or have been legally established.

3.7 If it becomes apparent after conclusion of the contract (e.g. through an application to open insolvency proceedings) that WAGNER's claim to the purchase price is jeopardized by the customer's inability to pay, WAGNER is entitled to withdraw from the contract immediately. WAGNER reserves the right to claim further damages.

4. RETURN OF GOODS

4.1 Return deliveries may only be arranged with WAGNER's prior approval.

4.2 If WAGNER agrees to take back delivered goods as a gesture of goodwill without any legal obligation, WAGNER shall charge a lump sum of 20% of the net invoice amount for the goods concerned as compensation for the costs of re-storage and the associated contractual and administrative costs. The returned goods must be part of WAGNER's current product range, undamaged and in a saleable condition. The freight costs of the return delivery shall be borne by the Customer.

5. TERMS OF DELIVERY, DELAY IN DELIVERY AND DEFAULT OF ACCEPTANCE

5.1 The contractually agreed delivery period shall commence upon dispatch of the order confirmation, but not before receipt of the Customer's application for the documents, approvals and releases that must be obtained by the Customer on the basis of contractual agreements or the agreed collaborative measures. A further precondition for the start of the delivery period is the receipt of any agreed down payment.

5.2 Delivery dates or delivery periods are binding if they have been agreed in writing. If WAGNER is unable to meet the agreed dates or deadlines, it shall inform the Customer of this as soon as possible. At the same time, WAGNER shall also inform the Customer of the expected new deadline. WAGNER's liability for a delay in delivery in accordance with Art. 190 or 191 of the Swiss Code of Obligations, as well as liability for auxiliary persons and for slight and medium negligence, is excluded to the extent permitted by law.

5.3 If WAGNER is unable to meet binding delivery deadlines for reasons for which it is not responsible (non-availability of performance), there shall be no default and WAGNER's obligation to deliver shall be suspended during this period. A reason for which WAGNER is not responsible is, in particular, the failure of WAGNER's suppliers to deliver on time. If performance is also not possible within the new delivery period, WAGNER is entitled to withdraw from the Contract in whole or in part, whereby any consideration already provided by the Customer shall be refunded immediately. WAGNER's statutory rights of withdrawal and termination as well as the statutory provisions governing the execution of the Contract in the event of an exclusion of the performance obligation (e.g. impossibility or unreasonableness of performance and/or subsequent performance) shall remain unaffected.



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5.4 Delivery shall be EXW CH-9450 Altstätten SG (Incoterms ® 2020).

5.5 WAGNER is entitled to make partial deliveries.

5.6 If dispatch is delayed due to circumstances for which the Customer is responsible, it shall be charged the costs incurred for storage of the goods at WAGNER's works, starting one month after notification of their readiness for dispatch, and in the minimum amount of 0.5% of the gross invoice amount for each month.

5.7 If the Customer is in default with the acceptance of the ordered goods even after the expiry of a grace period, WAGNER may withdraw from the contract and demand compensation of up to 15% of the order value (net price). WAGNER reserves the right to claim higher damages.

6. TRANSFER OF RISK

6.1 The risks of accidental loss and accidental deterioration of the delivery item shall pass to the Customer at the latest upon notification that the goods are ready for dispatch at WAGNER's works and/or at the latest upon handover of the goods to the forwarder/carrier.

6.2 If acceptance has been agreed, this shall be decisive with regard to the transfer of risk.

6.3 If dispatch is delayed due to circumstances for which the Customer is responsible, the risk shall pass to the Customer upon receipt by the latter of the notification that the delivery item is ready for dispatch.

7. WARRANTY OF QUALITY AND FITNESS

7.1 Warranty

7.1.1 WAGNER does not assume liability for damages caused by the following circumstances: unsuitable or improper use, incorrect assembly or incorrect commissioning by the purchaser or third parties engaged by them, natural wear and tear, incorrect or negligent handling, use of unsuitable operating materials or replacement substances, defective construction work, improper chemical, electromechanical, or electrical influences, provided the damages are not attributable to WAGNER's fault.

7.1.2 No warranty is assumed for repairs carried out by WAGNER without a corresponding legal obligation.

7.1.3 WAGNER does not guarantee that the devices or systems supplied by it comply with foreign regulations unless agreed upon in writing.

7.1.4 For the limitation of WAGNER's liability, clause 8 applies. Further claims for material defects are excluded.

7.2 Inspection and Notice of Defects

7.2.1 The delivered item must be examined immediately upon receipt. The purchaser must report any visible defects in writing within five working days of delivery to avoid losing their rights to claim defects.

7.2.2 If the purchaser discovers hidden defects later, they must report them in writing immediately.

7.2.3 If the purchaser only complains about a part of the delivered goods, they are obliged to pay the price for the undisputed portion on time.

7.3 Rights of the Customer

7.3.1 If a defect attributable to WAGNER is present and has been reported by the purchaser in a timely manner, WAGNER shall be entitled to remedy the defect at its discretion via free repair or replacement. All replaced parts shall become the property of WAGNER. WAGNER reserves the right to



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rework the product concerned with new or reconditioned parts or to replace it with an identical or equivalent product if, in WAGNER's opinion, repair of the product would not be economical.

7.3.2 The necessary expenses for the subsequent performance, in particular for transport, travel, labour and material costs as well as installation and dismantling costs, shall be borne by WAGNER if a defect is actually present. Otherwise, WAGNER may demand that the Customer reimburse the costs (in particular the inspection and transport costs) arising from the unjustified demand to remedy the defect, unless the absence of the defect was not apparent to the Customer. This applies insofar as no other agreement has been concluded in individual contracts or in the purchasing conditions.

7.3.3 If WAGNER fails to remedy or replace the defect within a reasonable period, the purchaser is entitled to either a price reduction to be agreed upon or to withdraw from the contract and reclaim any payments made against the return of the defective products.

7.4 Warranty Period

The purchaser's claims arising from defective delivery expire one year after delivery, unless mandatory legal provisions prescribe a longer limitation period.

8. LIABILITY

8.1 WAGNER shall be liable to the Customer for damages caused to the Customer by intentional or grossly negligent acts of WAGNER. Any further liability is excluded to the extent permitted by law.

8.2 All claims of the Customer, in particular those arising from breach of contract and their legal consequences, irrespective of the legal grounds, are conclusively regulated in these T&Cs. Claims not mentioned, especially for further damages, reduction, cancellation, or withdrawal from the contract, are excluded. There are no claims for damages not incurred on the delivered item itself, such as production downtime, loss of use, loss of orders, lost profits, unrealized savings, lost processing or assembly costs, energy costs, data loss, search costs, additional inspection, sorting, and handling costs, costs for lost raw materials, disposal costs, and compensation for such claims from the purchaser's customers or third parties. In particular, WAGNER assumes no liability for any advice related to the products or systems. The limitation of liability also applies insofar as WAGNER is liable for its auxiliary persons

8.3 In the event of cancellation/termination by the purchaser, for which WAGNER is not responsible, the purchaser is obliged to reimburse WAGNER for the costs incurred and proven due to the cancellation/termination, the amount of which depends on the stage of the production process at WAGNER at the time of termination. The cost reimbursement includes direct costs and indirect costs such as lost profits, associated production downtime, production stoppage, etc. In this context, the purchaser is entitled to demand the release of the products, raw materials, auxiliary, and operating materials manufactured up to the point of receipt of the cancellation/termination.

9. RETENTION OF TITLE

9.1 The delivered products remain the property of WAGNER until full payment is made. WAGNER is authorized, without further involvement of the purchaser, to take any necessary measures at the purchaser's expense to establish the retention of title, especially to register it in the appropriate register. The purchaser hereby authorizes WAGNER to perform the necessary formalities in his name to establish the retention of title at the location of the item.



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9.2 In the event of resale of the reserved goods (regardless of any processing or transformation of the delivered item into a new item), the Customer hereby assigns to WAGNER by way of security the the resulting claim and rights against the buyer to WAGNER. WAGNER accepts this assignment. The same applies to other receivables that take the place of the secured goods or otherwise arise in respect of the secured goods.

9.3 The Customer is authorised to collect the assigned receivables as long as it fulfils its payment obligation vis-à-vis WAGNER; the Customer shall immediately transfer the amounts collected by it to WAGNER to the extent that WAGNER's receivables are due. In the event of a breach of the Customer 's payment obligation, WAGNER is entitled to disclose the assignment of the receivables to the Customer's own customers.

9.4 WAGNER is entitled to demand the surrender of the reserved goods if the Customer fails to meet its payment obligations in respect of a specified calendar date or deadline. The demand for surrender of the delivery item shall also constitute a withdrawal from the Contract.

9.5 The Customer may neither pledge the delivery item nor assign it as security. In case of seizure of the delivery item and/or its confiscation and/or other dispositions by third parties, the Customer shall inform WAGNER immediately.

9.6 The Customer shall treat the contractual object with care and, in particular, shall insure it sufficiently at its replacement value against fire, water and theft, and shall provide a corresponding confirmation of insurance upon request. To the extent that maintenance and inspection work is necessary, the Customer shall carry this out in good time at its own expense.

10.CONFIDENTIALITY AND DATA PROTECTION

10.1 The contracting parties treat all commercial and technical information about the business activities of the other party, which they learn during their business relationship, strictly confidential and do not disclose them to third parties or use them for purposes other than those agreed upon.

10.2 WAGNER processes personal data only in compliance with the applicable laws. For information on the processing of personal data in connection with WAGNER's business activities, refer to the attached privacy policy or the one published on our website.

11.FORCE MAJEURE/ ACT OF GODS

11.1 Acts of God, industrial disputes, riots, war, pandemic, official measures, compliance with the applicable newly adopted export regulations and other unforeseeable and unavoidable events, despite the application of due care, relieve the parties from their service obligations for the duration of the disruption and to the extent of their effect. The parties are obliged to make available to any other affected parties, to the extent that it is reasonable to do so, without delay the necessary information and to act in good faith to adapt their contractual obligations to the changed circumstances.

11.2 Should the events giving rise to the relief from the performance of duties last for longer than three (3) months or if it is foreseeable that the events will last longer than three (3) months, the respective service providers are entitled to withdraw from the Agreement that has been affected by the events unless the parties decide to amend the Agreement to take into account the new circumstances arising from such



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force majeure event. If the Agreement is a continuing obligation, the relevant service provider is accordingly entitled to an extraordinary termination.

12. PLACE OF PERFORMANCE, APPLICABLE LAW, AND JURISDICTION

12.1 The exclusive place of performance for all obligations arising from this contract is the respective WAGNER's headquarters, i.e. CH-Altstätten SG.

12.2 The mutual legal relationships are exclusively governed by Swiss law, excluding the conflict of law rules and the UN Convention on Contracts for the International Sale of Goods (CISG).

12.3 Both parties acknowledge the exclusive jurisdiction of the ordinary courts in St. Gallen, Switzerland, for all disputes arising from or in connection with deliveries by WAGNER. However, WAGNER is also entitled to sue at the court competent for the purchaser's domicile.

13. LANGUAGE AND SEVERABILITY CLAUSE

13.1 The contractual language is German. Where the meanings of the German and English texts of these General Terms and Conditions differ, the meaning of the German text shall prevail.

13.2 In the event of the legal invalidity or ineffectiveness of individual or multiple contractual provisions or sections of the present General Terms and Conditions, the remaining provisions of the Contract shall remain legally valid.

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