

General Terms and Conditions of Sale and Delivery

1. Scope of Application

- 1.1 The contract is concluded upon receipt of the written order confirmation from Ceramdis GmbH ("Ceramdis") by the buyer.
- 1.2 Our Terms of Sale and Delivery apply exclusively; corresponding terms or terms of the Buyer that deviate from these shall not become part of the contract, even if we do not expressly object to them.
- 1.3 Deviating or supplementary agreements are binding only if they have been expressly accepted by Ceramdis in writing.

2. Execution and Implementation of Delivery

- 2.1 Our offers are non-binding.
- 2.2 The written order confirmation from Ceramdis is decisive for the execution and scope of the delivery.
- 2.3 Ceramdis may make changes to the technical design, provided that this does not result in a significant change in functionality or the buyer demonstrates that the change is intolerable for them. However, Ceramdis is not obliged to make such changes to products that have already been manufactured or delivered.
- 2.4 The buyer is responsible for ensuring that all information, drawings, CAD data, dimensions, tolerances, materials, samples, technical requirements, and other specifications provided by them are complete, accurate, and suitable for the intended purpose.

3. Prices – Terms of Payment

- 3.1 Unless otherwise agreed, all prices are net prices ex works (EXW in accordance with the latest version of Incoterms® 2020), without any deductions. All additional costs and charges—including, but not limited to, freight costs, insurance premiums, as well as export, transit, and import duties, levies, taxes, and permit fees—shall be borne exclusively by the buyer.
- 3.2 The base currency for all transactions is the Swiss Franc (CHF). For transactions denominated in foreign currencies, the quoted prices are based on the exchange rate applicable at the time the price is quoted. In the event of a significant and sustained fluctuation—defined as a deviation of more than 3% from the 90-day average exchange rate compared to the rate at the time of the quote—Ceramdis reserves the right to adjust prices at the time of delivery. Any such adjustment shall be communicated to the buyer in writing and substantiated by relevant exchange rate data. Ceramdis undertakes to engage in good-faith discussions with the buyer to agree upon an appropriate adjustment. If no agreement is reached, Ceramdis may withdraw from the contract without further obligation.
- 3.3 Our invoices are payable within 30 days of the invoice date, without any deduction.
- 3.4 In the event of late payment, the buyer is in default without the need for a further reminder, provided this is legally permissible. We reserve the right to charge default interest at a rate of 5% in the event of late payment.

4. Retention of title

- 4.1 Ceramdis retains ownership of its entire delivery until full payment has been received in accordance with the contract.

5. Delivery

- 5.1 All stated delivery dates and periods apply on an ex-works (EXW) basis and refer exclusively to the provision of the goods for collection or dispatch from our factory. Transport and delivery times from our factory are not included in the stated delivery dates and periods.
- 5.2 Delivery dates and deadlines are subject to our own correct and timely receipt of supplies.
- 5.3 Delivery periods shall be extended appropriately if the buyer fails to fulfill their obligations to cooperate in a timely manner or requests subsequent changes.
- 5.4 Unforeseeable events beyond Ceramdis' control - such as operational disruptions, shortages of raw materials or energy, natural events, epidemics, accidents, significant operational interruptions, labor disputes, inability of staff to work or the departure of key personnel, delayed or defective supplies, and official measures - entitle the company to a reasonable extension of the delivery period.
- 5.5 Delays in delivery do not entitle the buyer to withdraw from the contract or to claim compensation for any damages resulting therefrom.

6. Dispatch, Delivery and Transfer of Risk

- 6.1 Delivery will be made to the delivery address specified in the order confirmation.
- 6.2 Due to the multi-stage production process for ceramic components, it is not always possible to guarantee adherence to the ordered quantities. Consequently, over- or under-deliveries of up to ten percent are considered compliant with the contract.
- 6.3 The buyer is obliged to accept partial deliveries.
- 6.4 The risk of damage during transport passes to the buyer in accordance with statutory provisions or the individually agreed delivery terms.
- 6.5 The details provided by Ceramdis regarding the weight of the goods and the dimensions and weight of the packaging are approximate and non-binding.
- 6.6 The buyer is responsible for compliance with domestic and foreign import and export regulations. In accordance with obligations undertaken vis-à-vis the

Import and Export Division of the Federal Department of Economic Affairs, Education and Research, the re-export of certain products of foreign origin is permitted only with authorization from that authority. Ceramdis explicitly identifies the products in question in quotations and invoices, thereby transferring this obligation to the buyer.

- 6.7 Delivery or handover delays caused by the buyer entitle us to reimbursement for any storage costs incurred.

Unless otherwise specified in the order confirmation, packaging provided by Ceramdis is charged separately and is non-returnable.

7. Warranty - Defects

- 7.1 Ceramdis guarantees and warrants that the goods and services comply with its specifications. Only those properties contained in the order confirmation or the product specifications are deemed to be warranted.
- 7.2 The warranty period is 6 months from the date of delivery. For replaced or repaired parts, the warranty period recommences from the time of the replacement or repair.
- 7.3 The buyer is obliged to inspect the goods immediately upon receipt for identity, quantity, transport damage, and visible defects. The buyer must give written notice of any discrepancies found providing a precise description of the defect within 10 days of the delivery arriving at the destination. If the buyer fails to do so within the aforementioned period, the delivered goods shall be deemed accepted. Hidden defects must be reported in writing immediately upon discovery and within the warranty period; otherwise, any warranty obligation on the part of Ceramdis shall lapse.
- 7.4 Defects that only insignificantly reduce the value or suitability of the goods do not constitute material defects within the meaning of these conditions.
- 7.5 Ceramdis is entitled, at its own discretion, to remedy a proven defect—subject to the return of the goods in question—by means of repair or replacement delivery, provided this is legally permissible and reasonable for the buyer. If Ceramdis fails to remedy a defect or provide a replacement within a reasonable period or after a maximum of two attempts, the buyer has the right to withdraw from the contract or to demand a reduction in the purchase price of up to 10% of the value of the defective performance. Withdrawal is excluded if the breach of duty by Ceramdis is merely minor.
- 7.6 Rectification or replacement delivery may be refused if it entails disproportionate effort.
- 7.7 Excluded from the warranty are defects for which Ceramdis is not responsible, such as normal wear and tear, force majeure, improper handling or use, interference by the buyer or third parties, excessive strain, unsuitable operating materials, or extreme environmental conditions.
- 7.8 Further warranty claims are excluded. In particular, the buyer may not withdraw from the contract or claim compensation for consequential damages.

8. Liability

- 8.1 Ceramdis is liable for damages caused by Ceramdis intentionally or through gross negligence, within the scope of mandatory statutory provisions.
- 8.2 To the extent permitted by law, Ceramdis disclaims any further liability towards the buyer, including - without limitation - liability for indirect damages, consequential damages, lost profits, production losses, or other indirect financial losses.
- 8.3 Compensation for damages is limited to the direct damage that is foreseeable and typical for the contract, except in cases of liability for injury to health, body, or life.
- 8.4 To the extent permitted by law, Ceramdis excludes liability for damages resulting from improper use, storage, processing, assembly, or further use of the supplied ceramic parts by the buyer or third parties.
- 8.5 If deliveries are made in accordance with plans, drawings, models, analytical specifications, or other information provided by the buyer, and if this results in the infringement of third-party rights - particularly intellectual property rights - the buyer shall indemnify Ceramdis against such claims upon first demand. Ceramdis assumes no liability for the completeness, currency, or accuracy of the information provided on its website. Use of this information is voluntary and at the user's own risk. Liability claims against Ceramdis regarding material or non-material damage caused by the use or non-use of the information provided, or by the use of incorrect or incomplete information, are generally excluded, unless there is proven wilful misconduct or gross negligence on the part of Ceramdis.

9. Tools

- 9.1 Where molds, tools, models, fixtures, or other aids must be produced for manufacturing purposes, the ownership arrangements and associated costs shall be governed by the quotation or an individual agreement.
- 9.2 Unless expressly agreed otherwise, production equipment developed and financed by Ceramdis remains its property.
- 9.3 Ceramdis is entitled to replace buyer-specific molds and tools upon prior notice, or to demand reimbursement of the replacement costs, if such replacement becomes necessary due to normal wear or a modification requested by the buyer.

- 9.4 An obligation to reserve specific designs for a single owner can only be undertaken for items protected for the purchaser by patents or valid utility models. If no further orders are placed within three years of the tool's last use, Ceramdis or its sub-suppliers shall be entitled to dispose of it at their own discretion.
- 9.5 In the event of early contract termination, for whatever reason, Ceramdis is entitled to invoice the unamortized tooling costs.

10. Data Protection

- 10.1 Ceramdis guarantees compliance with the provisions of Swiss data protection legislation regarding the collection, processing, and use of personal and company-related data on www.ceramdis.com. Data will not be disclosed to third parties unless such disclosure is necessary for the performance of the contractual relationship.
- 10.2 You consent to this use of your data. You have the right at any time to view the data stored about you and to prohibit its use. A notification to Ceramdis is sufficient for this purpose.
- Ceramdis would also like to point out that, due to technical factors, communication via the Internet is neither secure nor confidential. We therefore ask you not to send confidential information to email addresses or via feedback or contact forms. Any communications received by Ceramdis in this manner will not be treated as confidential.

11. Disposal

- 11.1 The buyer is responsible for the proper and compliant disposal of the supplied components, residual materials, and packaging materials, or those arising in connection with the service.
- 11.2 Disposal must be carried out in compliance with the applicable legal and regulatory requirements.

12. Force Majeure

- 12.1 If Ceramdis is prevented from fulfilling its obligations due to an event of force majeure or other circumstances beyond its control, or if the fulfillment of its obligations becomes unreasonable, Ceramdis is entitled to withdraw from the contract. The buyer shall have no claims for damages resulting from such a withdrawal. This right of withdrawal applies even if the buyer was previously notified of an extension to the delivery period.

13. Rights of Recourse

- 13.1 If persons are injured or the property of third parties is damaged as a result of acts or omissions by the buyer or their agents, and Ceramdis is held liable on that account, Ceramdis shall have a right of recourse against the buyer.

14. Intellectual Property and Confidentiality

- 14.1 Ceramdis or its sub-suppliers retain sole ownership and copyright regarding all drawings, designs, and cost estimates. These documents are entrusted to the buyer personally and may not be made accessible to third parties or copied in any form without the written consent of Ceramdis. The documents must be returned immediately upon Ceramdis's request. Drawings and documents accompanying the quotation must be returned immediately if the offer does not result in the placement of an order.
- 14.2 Everything you see, hear, or read on www.ceramdis.com is protected by copyright. Use of the content for informational purposes is permitted and encouraged. Any further use, particularly for commercial purposes, requires the written consent of Ceramdis.

15. Special Conditions for Production

- 15.1 Ceramdis assumes no liability for material supplied by the buyer. Missing or incorrect material will be replaced free of charge by the supplier within ten days of the discrepancy being identified.
- 15.2 For serial production, the buyer provides a production sample, which remains at Ceramdis until the project is completed. In the event of technical complaints, this production sample is used as a reference to determine the cause. If it is not possible to create a production sample, manufacturing is carried out according to the buyer's production documentation.

16. Choice of Law and Place of Jurisdiction

- 16.1 The place of jurisdiction for both contracting parties is Elsau, Switzerland. However, Ceramdis is entitled to sue the buyer at its registered office.
- 16.2 The legal relationship is governed by Swiss law, excluding the UN Sales Convention.