

## General terms and conditions

### 1 Scope of application

- 1.1 These general terms and conditions ("GTC") shall apply for any and all contracts between Danado AG and the respective counterparty ("Partner") unless otherwise agreed between the parties. Any deviating agreements between the parties shall take precedence over these GTC.
- 1.2 Possible GTC or other pre-formulated contract terms of the Partner shall not apply.

### 2 Offers and withdrawal from the contract

- 2.1 Subject to clause 6.2, the offers are binding during the acceptance period stated in the offers. Offers which do not contain an acceptance period are not binding.
- 2.2 The Partner is entitled to withdraw from the contract free of charge not later than ten working days before the contractually agreed beginning of the works ("start date"), whereby the receipt of the notice of withdrawal by Danado AG is decisive. If the withdrawal from the contract takes place at a later time, the following proportion of the offered price (indicative price, budgeted price, lump sum price) shall be owed:
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| a) Cancellation on the start date or later                  | 100 % |
| b) Cancellation $\geq$ 3 working days before the start date | 75 %  |
| c) Cancellation $\geq$ 7 working days before the start date | 50 %  |
- 2.3 Postponements are possible free of charge up to five working days before the start day, whereby the date of receipt of the notice of postponement by Danado AG is decisive. If the postponement takes place at a later date, the following proportion of the offered price (indicative price, budgeted price, lump sum price) shall be owed:
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|--|------|
| a) Postponement on the start date or later                 | 50 % |
| b) Postponement $\geq$ 1 working day before the start date | 25 % |
| c) Cancellation $\geq$ 5 working days before the start day | 10 % |
- 2.4 Additional costs and any loss of working hours due to interruptions or postponements after the start day for which Danado AG is not responsible are to be borne by the Partner. Danado AG will pass on any additional costs without surcharge (1:1). Loss of working hours will be invoiced up to a maximum duration of one working week.

### 3 Scope of services

- 3.1 The subject matter of the contract shall be the services stated in the offer or the order confirmation.
- 3.2 Materials or services which are not stated in the offer or in the order confirmation will be charged additionally. Thus, the following ancillary costs, amongst others, will be invoiced additionally:
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| a) fuel surcharges, permits, costs resulting from official requirements, police escorts, etc.;   |
| b) incidentals, anchoring materials and consumables according to expenditure;  |
| c) distance-related heavy vehicle fee (HVF [LSVA]) according to driven kilometres;   |
| d) goods in transit insurance according to the separate information letter "Insurances Danado AG", if such an insurance was taken out. |

### 4 Documents

Danado AG reserves all rights to documents which are handed over to the Partner within the framework of the fulfilment of the contract.

### 5 Foreign regulations

- 5.1 The Partner shall inform Danado AG about the legal, official and other mandatory regulations and standards which are relevant for the performance of the contract and the services of Danado AG (including but not limited to regulations concerning operational safety and accident prevention), in a timely manner, however at the latest at the time the order is placed.
- 5.2 Otherwise, the services comply with the regulations and standards in force at the registered office of Danado AG.

### 6 Prices

- 6.1 The prices of Danado AG are net prices in Swiss Francs and **exclusive of VAT or possible other taxes, duties and fees.**
- 6.2 If, as an exception, the prices are agreed upon in another currency than Swiss Francs, Danado AG is entitled to adjust the prices if the exchange rate of the agreed currency changes by more than 5% compared to the Swiss Francs. The basis shall be the exchange rate stated in the agreement. If no base exchange rate is stated in the agreement, the exchange rate (foreign exchange, purchase) at the time of conclusion of the contract shall be decisive.

### 7 Terms of payment

- 7.1 The price is due for payment within 30 days after invoicing.
- 7.2 The Partner shall make the payments without the deduction of a discount, expenses, taxes and fees of any kind.
- 7.3 In case of a default in payment, Danado AG reserves the right to immediately stop planned works and they shall be entitled to charge default interest in the amount of 7% p.a.

### 8 Dates and periods etary price etary price

- 8.1 Dates and periods shall be agreed upon individually. If not a certain date but a period of time is indicated as period, the period shall start to run at the time of the conclusion of the contract.
- 8.2 Bindingly promised dates or periods shall be appropriately extended:
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| a) if Danado AG does not receive the information needed for the fulfilment of the contract in due time or if this information is subsequently changed by the Partner;  |
| b) if payment dates are not adhered to or if Danado AG does not receive required permits in due time;  |
| c) if obstacles occur which Danado AG cannot prevent despite having exercised due care, irrespective of whether these obstacles arise at Danado AG, the Partner or a third party. These obstacles include but are not limited to unpredictable weather and street conditions, epidemics, mobilisation, war, riots, serious breakdowns, accidents, labour disputes, official measures, natural disasters and other events of force majeure. |
- 8.3 In the case that Danado AG is not able to meet bindingly promised dates or periods which is not due to one of the reasons mentioned in clause 8.2, the Partner shall have the option to grant an appropriate extension or to withdraw from the contract. In the case of withdrawal from the contract, the Partner shall only be obliged to pay Danado AG for any services already rendered.

### 9 Insurance

- 9.1 Upon request of the Partner, Danado AG may take out a special goods in transit insurance for the respective contract. In this respect reference is made to the separate information letter "Insurances Danado AG".
- 9.2 Apart from this, the insurance is the responsibility of the Partner.

### 10 Information obligation, inspection and acceptance

- 10.1 The Partner is obliged to inform Danado AG about any existing damage or functional restrictions of the items handed over to Danado AG, before execution of the order.
- 10.2 After completion of the contractually agreed services, an acceptance inspection shall be made together with a representative of the Partner and an acceptance report shall be prepared. With the preparation of the acceptance report, the provided services shall be deemed to be approved, with reservation of the defects reported at the time of acceptance.
- 10.3 Hidden defects shall be reported immediately after their discovery, however, not later than seven days after preparation of the acceptance report. Otherwise, the provided services shall be deemed to be approved also with regard to these defects.

### 11 Liability

- 11.1 Danado AG shall only be liable for the fulfilment of the contractually agreed services and for any damage directly caused within the framework of the performance of the services. The liability for any consequential damage caused by a defect (including but not limited to loss of use and business interruptions as well as interest and foreign exchange losses) shall be excluded.
- 11.2 To the extent a certain risk is covered by a special goods in transit insurance taken out for the respective contract (cf. separate information letter "Insurances Danado AG"), the liability claim of the Partner shall be limited to the compensation actually paid by the insurer. In this case, the Partner is entitled to demand assignment of the claims of Danado AG from the respective insurance contract, to the extent they waive all liability claims against Danado AG associated therewith.
- 11.3 Danado AG shall not be liable for any damage which was caused by materials, tools, machines or constructions made available to Danado AG by the Partner or which was otherwise caused by the Partner or a third party.
- 11.4 The Partner is obliged to grant Danado AG an appropriate period for rectification of the reported defects. This obligation shall not apply if a rectification is impossible from the beginning.
- 11.5 With the exception of the cases according to clause 11.2 (claim for insurance benefits), the Partner shall only have a right of rectification of defects (cf. clause 11.4). Only in the case that the rectification of defects fails or is impossible from the beginning, the Partner is entitled to claim a reduction of the price (reduction). The withdrawal from the contract (rescission of the contract) shall be excluded, except in the cases described in clause 8.3.
- 11.6 Danado AG shall not be liable if the Partner does not take all appropriate and reasonable measures to mitigate the damage, if they infringe their information obligation according to clause 10.1 or if they do not set Danado AG an appropriate period to remedy the defect although they would be obliged to do so according to clause 11.4.
- 11.7 Apart from this, the liability is excluded to the extent permitted by law.

### 12 Choice of law and jurisdiction

**The contract is governed by substantive Swiss law. The exclusive place of jurisdiction is Brugg, Canton of Aargau, Switzerland.**