

General Terms and Conditions Bartholet After Sales



1. Scope

- 1.1. These general terms and conditions apply to the sale of products and the provision of services by BARTHOLET to the customer in the area of customer service.

2. Orders

- 2.1. The contract is deemed to have been concluded when BARTHOLET has confirmed the order duly signed by the customer in writing. The following references to the order confirmation apply to all forms of contracts concluded between the parties.
- 2.2. The subject matter of the contract is exclusively the product and/or service specified in the order confirmation. All data contained in catalogues, brochures, circulars, presentations, illustrations or price lists relating to weight, dimensions, capacity, price, performance, etc. are only relevant if the order confirmation expressly refers to the latter.
- 2.3. The order confirmation and these General Terms and Conditions are exclusively authoritative for the contract.
- 2.4. If the customer places orders for additional work that is not included in the offer and these are accepted by BARTHOLET, BARTHOLET's standard rates valid at the time the order is placed shall apply, unless otherwise agreed in writing. This also applies to services based on recommended prices.
- 2.5. Unless otherwise agreed in writing, the prices stated in the offer are valid for one month.

3. Terms of payment

- 3.1. Payments must be made in accordance with the terms and conditions specified in the order confirmation. Advance payments and invoices without a payment deadline must be settled within 30 days of the invoice date, unless otherwise agreed in writing.
- 3.2. If the offer is based on recommended prices, billing shall be based on actual expenditure in accordance with BARTHOLET's current rates.
- 3.3. In the event of late payment, BARTHOLET is entitled to charge interest on the unpaid amount for the period of delay. Interest shall be calculated in accordance with Directive 2011/7/EU, its subsequent amendments and additions.
- 3.4. If the delay in payment of a single instalment or partial amount exceeds a period of 15 (fifteen) days, BARTHOLET shall be entitled to demand immediate payment in full and to claim damages due to the customer's delay in payment.
- 3.5. Payments shall be made without deduction. The customer shall bear the bank charges incurred by him.

4. Prices

- 4.1. Prices are exclusive of taxes, customs duties and other current and future levies applicable in the country of sale, which, like all transport and loading costs, shall be borne exclusively by the customer.

5. Terms of delivery

- 5.1. The products are shipped EXW production facility (INCOTERMS 2020). The place of performance and payment is the registered office of BARTHOLET, even if the products are delivered to another location.
- 5.2. BARTHOLET shall not be liable for delays due to force majeure and other events beyond BARTHOLET's control, including but not limited to delays due to work stoppages, strikes or union protests, or due to delayed delivery by subcontractors, lack of means of transport, general shortage of raw materials, power failure, fire, accident, etc.
- 5.3. If the delay in delivery due to one of the aforementioned reasons exceeds the agreed delivery date by more than 90 (ninety) days, each party shall have the right to withdraw from the contract. The expected delivery date shall be stated in BARTHOLET's order confirmation. BARTHOLET reserves the right to a reasonable extension due to delivery difficulties on the part of subcontractors or other influences.
- 5.4. If the customer withdraws from the contract as a result of the provisions of the above clause, they shall be obliged to bear the costs and expenses incurred by BARTHOLET in the course of executing the contract.
- 5.5. If the billing address does not correspond to the delivery address, the customer is obliged to provide the delivery address when placing the order without being asked to do so. The customer is obliged to check delivered products and services within 5 days and to report any damage. Otherwise, the products and services shall be deemed accepted. Returns are only possible with justification, in consultation with and with the consent of BARTHOLET. The return costs must be borne in full by the customer. The products must be undamaged, unused and packed in their original packaging.
- 5.6. If the customer does not collect the products on the contractually agreed date or on another date specified by BARTHOLET, or if they fail to accept the delivered products, they are in any case obliged to make all payments associated with the delivery. The customer shall also bear all expenses and risks resulting from the protected storage and maintenance of the products. BARTHOLET is entitled to terminate the contract if the customer does not collect the product within 30 (thirty) days of the agreed date.

6. Retention of title

- 6.1. The product remains the property of BARTHOLET until the price has been paid in full.

7. Product warranty

- 7.1. BARTHOLET grants a warranty of 12 (twelve) months from the date of delivery on new products manufactured by BARTHOLET. The warranty is not extended as a result of maintenance work, repairs or replacement. Products not manufactured by BARTHOLET are subject to a warranty of 6 (six) months from the date of delivery.
- 7.2. At BARTHOLET's discretion, the warranty covers free replacement or

repair. Further claims, in particular with regard to losses and indirect damage, including consequential damage, are excluded.

- 7.3. The following items shall in any case be borne by the customer:

- a) Costs for travel, accommodation and meals for employees assigned to remedy the defect;
- b) Working hours of BARTHOLET employees;
- c) Costs for transporting the product to and from BARTHOLET's headquarters.

- 7.4. This warranty does not apply in the following cases:

- a) in the event of non-fulfilment of the contractual obligations with regard to payments by the customer;
- b) if the product is used for purposes not intended by the manufacturer (operating errors, excessive strain, unsuitable operating materials or lubricants, etc.); if the product is installed incorrectly and/or used improperly;
- c) in the event of non-compliance with maintenance regulations. At BARTHOLET's request, the customer must provide evidence of the correct performance of maintenance work;
- d) if non-original or used spare parts, components and accessories are installed;
- e) in the event of damage resulting from force majeure and/or natural disasters, including but not limited to earthquakes, floods, fires, hurricanes, lightning strikes, volcanic eruptions, mudslides, etc.;
- f) in the event of any modification to the product that has not been expressly approved in writing by BARTHOLET;
- g) failure to carry out necessary and/or mandatory inspections and/or monitoring;
- h) in the event of normal wear and tear, including corrosion resulting therefrom and corrosion due to environmental conditions;
- i) in the event of faults or defects in the supply network;
- j) in the event of vandalism;
- k) in the event of pressure waves caused by aeroplanes or other aircraft travelling at sonic or supersonic speeds;
- l) in the event of failure of the internet connection and/or IT infrastructure.

8. Provision of services

- 8.1. BARTHOLET guarantees that the services will be performed with the utmost care and by qualified specialist personnel.
- 8.2. BARTHOLET shall not be liable for any loss of profits or damages that may arise in the course of the performance of services or due to the non-performance of services.
- 8.3. Waiting times for which BARTHOLET is not responsible will be invoiced. For this reason, BARTHOLET shall be reimbursed for the costs incurred for waiting times, including but not limited to the following cases:
- a) Events of force majeure (including but not limited to weather conditions);
 - b) Impossibility of BARTHOLET accessing the site;
 - c) Impairment of the right of access by land, air or water or of easements, rights of way or rights necessary for the performance of the services.
- 8.4. If the facility cannot be reached by conventional means of transport, it is the customer's responsibility to take the necessary measures or organise vehicles. The customer shall ensure the transport of BARTHOLET technicians or their personnel, external persons and materials to and from the facility.

9. Non-destructive testing

- 9.1. By placing the order, the customer confirms BARTHOLET's technical proposals for carrying out the work and the non-destructive testing and its test results.
- 9.2. BARTHOLET is solely responsible for the professional performance of the commissioned non-destructive testing and for communicating the test results. No warranty or assurance is given with regard to the freedom from defects, structural integrity or subsequent suitability for use of the tested product.
- 9.3. Any further responsibility or liability – in particular for damage resulting from defects in the tested product (including hidden, unrecognised or only later occurring defects) – is excluded. Liability for damage caused intentionally or through gross negligence remains reserved.

10. Obligations of the customer

- 10.1. The customer shall bear their own costs in the event that their employees work with BARTHOLET, whereby at least one employee of the customer must be available throughout the entire duration of the work. This employee must be able to operate the system.
- 10.2. The customer shall always assume the following obligations at their own expense:
- a) official approvals, official conformity assessments, testing and acceptance costs, safety data sheet from a civil engineer;
 - b) Unless otherwise stated, official clarifications, approvals and certifications are not included in the offer;
 - c) Safety analysis and plan;
 - d) Operating personnel on site and assembly vehicles, safety precautions for own personnel;
 - e) Determination and control of access rights to construction site roads and the construction site, implementation of safety precautions and access measures;
 - f) Waste disposal;
 - g) Other obligations not expressly mentioned in the order confirmation from BARTHOLET.
 - h) Any electrical work, hydraulic work and software adjustments must be organised by the customer.
- 10.3. The customer is solely responsible for all risks associated with the operation of the site and shall indemnify BARTHOLET against all third-party claims. In particular, the customer shall indemnify BARTHOLET against any claims for damages of any kind arising before, during or after

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the provision of services or due to improper installation and/or maintenance of the products by the customer.

- 10.4. The customer is obliged to comply with all provisions within the framework of the applicable occupational health and safety laws.
- 10.5. The customer shall take all safety precautions at the site so that BARTHOLET can perform the services and/or install the product under safe conditions. Scaffolding, lighting for night work, and water and electricity supplies shall be provided by the customer free of charge.
- 10.6. The products, countries, customers and end users may be subject to export and import bans or other export control restrictions. In addition to these applicable bans or restrictions, the customer may not sell or deliver the products, either directly or indirectly, to restricted countries/territories, listed persons or to companies, institutions, persons or organisations in a restricted country. These restrictions must be observed whenever the products are used, resold or transferred. If the customer becomes aware of or has reason to believe that the terms of this clause have been violated, they must inform BARTHOLET immediately. BARTHOLET is entitled to suspend or cancel deliveries or contracts without BARTHOLET being held liable if BARTHOLET has reason to believe that the customer is acting in a manner that violates applicable laws, regulations, orders or rules of a competent authority, violates the terms of this clause, or if the customer is subject to export or import restrictions. In the event of any action or proceedings against BARTHOLET in connection with the foregoing, the buyer shall provide the seller with all necessary information and assistance and shall indemnify and defend BARTHOLET against all such actions or proceedings and against all resulting fines, costs and losses incurred by BARTHOLET.

11. Products for temporary use

- 11.1. If necessary, BARTHOLET may supply the customer with products for temporary use, which shall be specified in more detail in the respective handover protocol.
- 11.2. These products remain the exclusive property of BARTHOLET and the customer has no right to sell these products or allow third parties to use them.
- 11.3. These products are intended exclusively for temporary use, and the customer assumes full liability for any use thereof.
- 11.4. At the end of the temporary use period, the product must be returned in the condition in which it was delivered, except for normal wear and tear.
- 11.5. For each day of delay in returning the product, the customer shall pay BARTHOLET an amount of £100.00 per product, unless higher damages can be proven.

12. Changes

- 12.1. BARTHOLET reserves the right to make changes to products and/or services that the company deems necessary or appropriate in connection with new technical findings and new production possibilities, provided that the functional characteristics envisaged at the time of ordering are not impaired. BARTHOLET is not obliged to implement any changes developed after delivery of the product.

13. Trade and business secrets – ownership

- 13.1. All plans, projects, technical drawings and documents created by BARTHOLET before or as a result of the order, as well as the software provided to the customer, remain the property of BARTHOLET. The aforementioned documents and the installed software may only be used by the customer in connection with the order and may not be copied, reproduced, transferred or passed on to third parties without the written consent of BARTHOLET.

14. Applicable law – place of jurisdiction

- 14.1. The contract and these general terms and conditions are governed by Swiss substantive law, excluding the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (Vienna Sales Convention).
- 14.2. The courts of the city of Zurich (Switzerland) shall have exclusive jurisdiction over all disputes arising out of or in connection with the contract and these general terms and conditions. If the Commercial Court of Zurich has subject-matter jurisdiction, it shall have exclusive jurisdiction.

15. Amending agreements

- 15.1. The customer's special or general terms and conditions shall not apply.
- 15.2. Any amendment to the contract and/or these general terms and conditions must be made in writing.