

## GENERAL TERMS AND CONDITIONS

### FOR THE SALE AND DELIVERY OF NODRAL AG PRODUCTS

#### TABLE OF CONTENTS

§ 1. Definitions.....	1
§ 2. General provisions.....	2
§ 3. Ordering and sale.....	2
§ 4. Terms and conditions for the collection and delivery of Goods.....	4
§ 5. Terms of payment .....	5
§ 6. Assurances of the Seller.....	6
§ 6a. Warranty of the Manufacturer.....	7
§ 7. Complaints under the Manufacturer's (Guarantor's) warranty.....	7
§ 8. Termination, withdrawal and suspension of Contract performance.....	10
§ 9. Liability and defects .....	10
§ 10. Force majeure .....	12
§ 12. Personal data protection.....	12
§ 13. Confidentiality.....	13
§ 14. Correspondence.....	14
§ 15. Tax obligations.....	14
§ 16. Final provisions.....	14
§ 17. Appendices.....	15

#### § 1. Definitions

In these General Terms and Conditions for the products of Nodral AG, the following terms shall be interpreted as follows:

1. **Seller** – **NODRAL AG** with its registered office in Zug (address: Gotthardstrasse 3, 6300 Zug, Switzerland), registered in the Commercial Register of the Canton of Zug at CHE-267.235.916;
2. **Trading Partner** – a natural person, a legal entity or an organisational structure without legal personality that has the legal capacity and acts as a counterparty to the contract concluded with the Seller;
3. **GT&C** – these General Terms and Conditions for the sale of NODRAL AG products, in force since 01 October 2024.
4. **Price** – a service provided by the Trading Partner that represents the monetary value that the Trading Partner has to pay to the Seller. The price breakdown is defined in § 5 item 1 below.
5. **Goods** – products from the Seller's current range of products;
6. **Contract** – any contract for the sale of Goods to the Trading Partner;

7. **Contracting Party** – depending on the context, it is the Seller or the Trading Partner, who are jointly referred to as 'Contracting Parties';
8. **Order** – a document confirming the conclusion of a contract between the Seller and the Trading Partner within the meaning of these General Terms and Conditions for the Products of NODRAL AG in accordance with the specimen attached as Appendix 1 to these GT&C. The Order specifies the range of Goods, their specification and quantity as well as the Trading Partner's declarations.

## **§ 2. General provisions**

1. These GT&C shall apply to all contracts with the Seller, even if their acceptance by the Trading Partner is not documented in writing. Nevertheless, in the absence of written acceptance of the GT&C by the Trading Partner, the Seller shall be authorised to refuse or suspend the processing of the Order or the handover of the Goods.
2. The GT&C are an integral part of the Order or Contract, unless the Parties have agreed otherwise in the Order or Contract. Should some provisions of the GT&C contradict the Contract or the Order, the remaining provisions of the GT&C shall remain unaffected.
3. Unless otherwise agreed, these General Terms and Conditions shall apply exclusively in commercial transactions. Other contractual terms and conditions shall not become part of the Contract, even if the Seller does not expressly object to them.
4. These GT&C shall be made available to the Trading Partner for acceptance at the latest when the Order is placed. These GT&C are also available from the Seller's website at <https://nodral.com/de/allgemeine-geschäftsbedingungen-fur-die-produkte/>
5. Before placing the Order, the Trading Partner is obliged to assess whether the purchased Goods enable the achievement of the objectives set by the Trading Partner. By placing an Order, the Trading Partner confirms that the Goods meet its requirements, that it is aware of the characteristics and intended purpose of the Goods and that it has no objections in this regard.

## **§ 3. Ordering and sale**

1. The Contract shall be concluded once:
  - a) the Seller and the Trading Partner conclude a written Contract, or
  - b) the Trading Partner places a signed Order which corresponds to the template attached as Appendix 1 to these GT&C and is sent in textual format to the e-mail address provided to the Trading Partner by the Seller and the Seller accepts the Order for execution.
2. The Seller shall confirm the acceptance of the Order for processing. The confirmation shall be sent by e-mail to the address specified by the Trading Partner in the Trading Partner's declaration regarding the person authorised to place the Order on behalf of the Trading Partner and via the e-mail addresses set out in Appendix 2 to these GT&C.
3. For an Order to be accepted for processing, the following prerequisites must be fulfilled:
  - a) the Order for Goods covers a quantity corresponding to a full vehicle load (i.e. 24 tonnes or a multiple thereof);
  - b) the Order has been signed by a person authorised to do so and named in the Trading Partner's declaration regarding the person authorised to place the Order on behalf of the Trading Partner and the e-mail address of that person (Appendix 2 to these GT&C);

- c) the Order is sent to the Seller by means of the person authorised to place the Order on behalf of the Trading Partner in the Trading Partner's declaration and via the e-mail address of that person (Appendix 2 to these GT&C);
  - d) the terms and conditions have been agreed, including the payment form and method;
  - e) the financial and economic situation of the Trading Partner has been positively verified;
  - f) the Trading Partner has accepted these GT&C.
4. The template declaration of the Trading Partner regarding the person authorised to place the Order on behalf of the Trading Partner and the e-mail addresses of that person is provided in Appendix 2 to these GT&C.
  5. To be valid, the Order must be submitted by the Trading Partner via the person authorised to place the Order on behalf of the Trading Partner and via the e-mail addresses of that person (Appendix 2 to these GT&C). A declaration which has been made once shall also apply to further orders placed by the Trading Partner, unless it is amended or revoked by the Trading Partner. The Trading Partner may amend or revoke the aforementioned declaration at any time, provided that it informs the Seller thereof in textual form at the Seller's e-mail address: [info@nodral.com](mailto:info@nodral.com).
  6. The Seller may refuse to accept an Order for processing if it has doubts as to the accuracy (including compliance with the actual and legal status) of the information in the documents referred to in item 4 of this paragraph.
  7. In the event that the Seller cannot accept the Order or can only accept it subject to a change in the terms and conditions of the Order, the Seller shall inform the Trading Partner thereof within two working days following the date of receipt of the Order.
  8. An Order accepted with the changes made by the Seller shall be binding for the Contracting Parties if the Trading Partner does not object thereto within two working days of receiving a notification from the Seller.
  9. The confirmation of the Seller's acceptance of an Order for processing shall contain information about the planned processing date.
  10. The Trading Partner shall be obliged to pay the Price stated in the Order document for the Goods that have been ordered.
  11. Proposals, advertisements, price lists, catalogues and the Seller's other documents are for information purposes only and do not constitute a binding offer from the Seller.
  12. The Order, the confirmation of Order acceptance as well as other notifications can be sent by the Contracting Parties in textual form by e-mail.
  13. Orders (or other communications) shall be deemed to have been validly submitted on behalf of the Trading Partner if they are submitted by the person who previously acted on behalf of the Trading Partner (in the case of previous orders or other communications) and the Trading Partner has not objected to these activities or implicitly recognised them as activities carried out on its behalf until the Seller is informed of the withdrawal of the powers of attorney for this person. The foregoing shall also apply to correspondence sent from the e-mail address from which orders or notifications were previously sent on behalf of the Trading Partner – until the Seller has been notified that this address is no longer valid.
  14. For contracts involving the sale of Goods with a volume of more than 2,000 tonnes, only the written form of the Contract shall apply pursuant to § 3 item 1 letter a).

#### **§ 4. Terms and conditions for the collection and delivery of Goods**

1. The Seller shall issue a delivery note for each delivery or collection of the Goods. The Trading Partner must confirm the delivery or collection of the Goods on the delivery note.
2. Unless the Contracting Parties have agreed otherwise, the Goods shall be delivered on the basis of FCA (Incoterms 2020).
3. Unless the Contracting Parties have agreed otherwise, the Trading Partner shall be obliged to collect the Goods on the date specified in the Order or in the relevant notification from the Seller. If the Contract is not fulfilled or not properly fulfilled with regard to the timely collection of the Goods, the Seller shall charge the Trading Partner a contractual penalty in accordance with § 11 item 1 of these GT&C. In such a case, the Trading Partner shall be obliged to pay the contractual penalty to the Seller. Moreover, if the Contract is not fulfilled or not properly fulfilled with regard to the timely collection of the Goods, the Seller shall be entitled to the powers stipulated in § 11 items 2 and 3 of these GT&C.
4. The date for release/delivery of the Goods may be extended in the event of unforeseen or unavoidable obstacles that go beyond the normal course of business, irrespective of whether they are connected with the business operations of the Seller or its suppliers or subcontractors, and including but not limited to force majeure. Such unforeseen circumstances shall include, in particular, a long-term shutdown of production facilities due to industrial incident, unforeseen significant failures in power supply or in the supply of other utilities and raw materials.
5. The Trading Partner shall be obliged to check the Goods upon collection or delivery, in particular for mechanical damage, moisture or humidity. In this case, the examination of the complaint depends on the description of the damage in the delivery note. If the Goods show visible shrinkage, loss or damage, the Trading Partner is always obliged to carry out the measures prescribed by the Carrier, such as making a remark in the consignment note, drawing up a damage report in the presence of the driver and photographing the Goods so that not only the Goods that are subject to the complaint, but also seals with legible numbers and packaging with labelling can be seen.
6. If the obligations under § 4 item 5 are not complied with, the claims against the Manufacturer (Guarantor) arising from the warranty granted due to shortfalls and damage shall lapse.
7. All risks in connection with the Goods, in particular liability for their loss or damage as well as subsequent use, utilisation, storage, shall be transferred onto the Trading Partner upon collection / delivery of the Goods. In case of doubt, it is assumed that the Goods have been handed over:
  - a) upon collection of the Goods by the Trading Partner – as soon as loading by the Trading Partner begins, irrespective of the transfer of ownership of the Goods;
  - b) upon delivery of the Goods to the Trading Partner – as soon as unloading by the Trading Partner begins, irrespective of the transfer of ownership of the Goods;
  - c) in the case of delivery by rail or sea transport to the Trading Partner – as soon as the means of transport reaches the destination specified by the Trading Partner.
8. The persons acting on behalf of the Trading Partner must provide evidence of relevant authorisation to collect the Goods. The prerequisite for collection / delivery is that the Trading Partner must send the Seller a notification by e-mail at least 1 day before the planned collection of the Goods. The notification must contain the following information: First name and surname of the driver, series and number of the identity document as well as the registration number of the vehicle. If the Trading Partner fails to fulfil the obligations specified in the above paragraph, the Seller may refuse to hand over the Goods without bearing any liability to the Trading Partner.

9. If the Goods are delivered by the Seller to the collection point specified by the Trading Partner, the Trading Partner shall be obliged to provide the necessary infrastructure to enable the arrival (access) to the unloading point and the unloading.
10. The Trading Partner shall be fully liable for ensuring the necessary access for the Seller's vehicles (with a permissible total weight of 40 tonnes) to the place of collection, including the obtainment of all permits/approvals from road management authorities or other bodies and payment of related costs. If suitable access is not guaranteed, the Seller reserves the right to order the return of the vehicle at the expense and risk of the Trading Partner, who shall also bear the transport costs associated with the return transport of the Goods from the place of unloading.
11. If the Trading Partner is not present at the time of delivery, the Seller's driver or the driver acting on behalf of the Seller shall be obliged to inform the Seller thereof. In this case, the Seller shall notify the Trading Partner of the delivery by telephone or e-mail. The Trading Partner shall be obliged, within 60 minutes of the first contact attempt by the Seller, to provide details in writing or textual form of the person who is authorised and obliged to accept the Goods on behalf of the Trading Partner. If no contact is made with the Trading Partner or if the Trading Partner is unable to name a person authorised to accept the Goods in accordance with the aforementioned provisions, the Seller reserves the right to order the return of the means of transport at the expense and risk of the Trading Partner, who shall also bear the transport costs associated with the return transport of the Goods from the place of unloading.
12. The stated delivery times are to be understood as target values that are not guaranteed.

## **§ 5. Terms of payment**

1. Unless otherwise stipulated, any price in the price list, catalogue, confirmation or any other document of the Seller is net based on FCA Seller's warehouse. In particular, this price does not include insurance costs, taxes, freight and unloading costs.
2. The Goods delivered by the Seller shall remain the property of the Seller until the Purchase Price has been paid in full. In this case, the Trading Partner undertakes to grant free access to the delivered goods and expressly waives any right to object. The Seller shall issue an input-tax-deductible invoice for the Goods collected by the Trading Partner on the basis of the Goods release note.
3. The Contracting Parties hereby declare that they have an active VAT ID. The Seller shall charge applicable VAT on the Price stated as the net value in accordance with the laws applicable at the time of sale.
4. Unless expressly agreed otherwise in the Order or in the Contract, the payment period shall be 7 days after the issue of the relevant invoice pertaining to the sale of the Goods.
5. Once this period has expired, the Trading Partner shall be in default and the Seller shall be entitled to charge interest for default at the rate of 5%. The Seller shall charge the Buyer CHF 40.00 per reminder towards administrative costs and expenses.
6. The date of payment shall be the date on which the Seller's bank account is credited.
7. If the Order and/or the Contract have been signed, this shall be understood as an acknowledgement of debt within the meaning of Article 82 of the Federal Act on Debt Collection and Bankruptcy (SchKG) for both the amounts listed in the Form / Contract and for any additional services provided. Complaints after invoicing must be reported to the Seller within 4 days. The offsetting of the invoiced amount

against any claims of the Trading Partner is excluded. It shall only be possible upon the express written consent of the Seller.

8. If any objections, comments or complaints are raised by the Trading Partner and examined by the Seller, this shall not interrupt the payment period.
9. The Seller shall be obliged to issue an invoice documenting the sale of the Goods and to send it to the Trading Partner.
10. The Trading Partner hereby agrees to receive invoices by e-mail.
11. The Price shall be paid by bank transfer to the Seller's bank account number, as stated on the invoice settling the sale of the Goods.
12. If, according to applicable regulations, the obligations of the Seller as a taxable person or taxpayer arising from the performance or payment of the Price depend on obtaining a certain declaration, certificate, information or other document concerning the Trading Partner, the Trading Partner shall be obliged to submit such a document to the Seller immediately, at the latest within three working days following the Seller's request. The Seller shall be entitled to suspend its own performance until such declaration, certificate, information or document has been obtained from the Trading Partner.
13. In the case of Goods that are exported beyond the borders of the country in which they were stored at the time of sale and that are not subject to VAT in that country or are taxed at a rate of 0% in that country, the Trading Partner shall be obliged to send a notification to the Seller immediately, but no later than within 30 days after the Goods were exported from the country in which they were stored, confirming that the Goods were exported and accepted at the destination outside the country in which they were stored, in accordance with the requirements specified by the Seller. In the absence of the relevant documents confirming the export and acceptance of the Goods at the destination beyond the borders of the country where the goods were stored at the time of sale (storage at the time of sale), the Seller shall be entitled to issue an appropriate corrective invoice and charge VAT.

#### **§ 6. Assurances of the Seller**

1. The Seller hereby warrants that it may freely dispose of the Goods, that the Goods are not encumbered with any third-party rights or seizures and that the delivery of the Goods does not violate any third-party claims and does not give rise to any violation of such claims.
2. The Seller hereby warrants that the Goods have been authorised for circulation in the European Union, the European Economic Area and in particular in Switzerland and the Principality of Liechtenstein, insofar as the Goods are delivered to Trading Partners in these countries, except in cases where the Trading Partner is liable under the Contract for taking measures aimed at placing the Goods on the market.
3. The Seller hereby warrants that full documentation is available for the Goods, authorising the Goods to be placed on the market. At the request of the Trading Partner, the Seller shall provide the Trading Partner with the test results confirming the conformity with the requirements as well as other documents that do not constitute a trade secret.
4. The Seller hereby warrants that the Goods do not originate from a criminal offence and that they have not been the subject of a so-called 'tax carousel' and that no tax evasion is involved.

### § 6a. Warranty of the Manufacturer

1. The Manufacturer (the Guarantor) hereby guarantees the required quality, completeness and full contractual conformity of the Goods in terms of the properties explicitly stated in the documentation, in the Order or in the Contract. The characteristics of the Goods are in conformity with the specifications expressly stated by the Seller in the submitted documents (product cards, attestations, certificates). The Manufacturer (Guarantor) gives no other assurance regarding the properties of the Goods, including suitability for a specific purpose.
2. The Manufacturer hereby guarantees that the Goods are new and free from legal and material defects.
3. The warranty is granted in accordance with the rules and in consideration of § 7 of these GT&C.
4. The warranty shall commence on the date when the Goods are used in accordance with the documents submitted, but at the latest after expiry of the period mentioned in § 7 item 11 of these GT&C.
5. The Seller shall provide the Trading Partner with a warranty declaration from the Manufacturer (the Guarantor) in electronic format (warranty document).
6. The Seller hereby excludes any product warranty. For this purpose, all manufacturer warranties are assigned to the Trading Partner (see above).

### § 7. Complaints under the Manufacturer's (Guarantor's) warranty

1. The Goods shall be used in accordance with their specification, their properties and their intended purpose. The Manufacturer (Guarantor) accepts no liability for any other use of the Goods or use against their intended purpose.
2. Only non-compliance with the characteristics explicitly stated in the Order, the Contract, the specification, the product data sheet or other documents shall be deemed to be a defect in the Goods, launching the warranty.
3. In the event that a defect in the Goods giving rise to a warranty claim is found, the Trading Partner shall be obliged to send the Seller a notice of complaint in accordance with the template presented in Appendix 4 to these GT&C, stating the quantity of the Goods under complaint, their type, the number of the Order or Contract, the number of the invoice or the number of the document pertaining to the release of the Goods (e.g. the number of the form), the numbers of the packaging and seals, as well as the specific reason for the complaint, and the Trading Partner shall also specify its expectations. Moreover, the Trading Partner shall be obliged to enclose photographic documentation with the **notice of complaint**, which, in addition to the Goods under complaint, must show the photographs of the seals with legible numbers and the photographs of the packaging including the label.
4. The Trading Partner shall be obliged to secure the claimed batch for inspection and quality testing by the Seller's representative.
5. The Trading Partner shall be responsible for properly securing the Goods under complaint for the duration of storage and transport.
6. The Seller and the Manufacturer (Guarantor) hereby reserve the right to take samples of the Goods for the purpose of quality testing, both before the vehicle is loaded and after loading and unloading or before use by the Trading Partner, and the Trading Partner agrees thereto and declares to enable the representatives of the Seller or the Manufacturer (Guarantor) to take samples of the Goods sold. If the

taking of samples of the respective batch is impossible, the Trading Partner shall lose the rights granted by the Manufacturer (Guarantor) under the warranty in this sphere.

7. All complaints must be reported to the Manufacturer (Guarantor) via the Seller, otherwise the rights under the warranty granted to the Trading Partner shall be forfeited, by sending a complaint notification by e-mail to: [info@nodral.com](mailto:info@nodral.com).
8. The fact of reporting a complaint shall not release the Trading Partner from the obligation to pay the full Price for the Goods to the Seller, as agreed. The possibility to offset the Purchase Price against claims asserted due to defects or similar is hereby expressly excluded. The Seller reserves the right to give express written consent to offsetting in individual cases.
9. The Trading Partner shall be obliged to notify the Seller immediately of any complaints regarding quantity, damage or shortfalls that are discovered during acceptance of the Goods, at the latest within a few hours after the Goods have been handed over to the Trading Partner. In any case, the Trading Partner shall be obliged to draw up a damage report in the presence of the Seller's representative and to prepare photographic documentation of the Goods, showing not only the Goods under complaint but also seals with visibly legible numbers and packaging, including the label. If the acceptance of the Goods by the Trading Partner is confirmed without reservation with regard to the quantities, shortages or damage specified in the release document or damage report, the claim under the warranty granted by the Manufacturer shall lapse in this regard.
10. Complaints that deviate from those mentioned in the previous paragraph, i.e. complaints related to quality, must be reported immediately, but no later than 24 hours after the defect is discovered – under penalty of forfeiture of claims by the Trading Partner under the Manufacturer's (Guarantor's) warranty.
11. The duration of the warranty granted by the Manufacturer (Guarantor) shall be as follows:
  - a) with regard to the chemical properties of the Goods: 24 months after the day on which the Goods are handed over to the Trading Partner;
  - b) with regard to the physical properties of the Goods: 6 months after the day on which the Goods are handed over to the Trading Partner.
12. If the defects of the Goods are detected within the scope and within the period of the warranty provided by the Manufacturer (Guarantor), the Manufacturer (Guarantor) or the Seller acting on behalf of the Manufacturer (Guarantor) will offer the Trading Partner a price reduction after the quality inspection has been carried out and the complaint has been accepted. If the Trading Partner accepts the price reduction offered by the Manufacturer (Guarantor), the complaint procedure shall be deemed concluded and the Trading Partner waives the right to assert any further claims arising from defects in the Goods. Should it prove necessary to replace the Goods with defect-free Goods, the Manufacturer (Guarantor) shall ensure the replacement at its own expense on a date agreed with the Trading Partner. Withdrawal from the Contract is excluded to the extent permitted by law.
13. If it is not possible to replace the Goods with defect-free Goods or if this would involve unreasonable costs and the Contracting Parties do not agree on a price reduction, the Manufacturer (Guarantor) may release itself from liability by refunding the equivalent value of the defective Goods previously returned to the Manufacturer (Guarantor).
14. The Seller shall only be liable for direct damage caused deliberately or through gross negligence. Liability for indirect damage and damage caused through negligence is excluded. In particular, the Seller shall not be liable for costs arising from the use of defective parts and for consequential damage of any kind. To the extent permitted by law, liability for the Seller's assisting personnel and for damage arising from the violation of product safety regulations is excluded.
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16. The Trading Partner shall hold the Seller harmless against any third-party claims in connection with the Contract or the Goods that arise for reasons attributable to the Trading Partner.
17. The Manufacturer (Guarantor) hereby reserves the right not to accept the complaint if the Trading Partner does not comply with the complaint procedure.
18. The defective Goods cannot be returned to the Manufacturer (Guarantor) without its prior consent.
19. If the Goods are mixed with any other substance, the Trading Partner shall not be entitled to any claims under the warranty granted by the Manufacturer (Guarantor).
20. If the deadline for notification of defects, damage, missing quantities or other deviations of the Goods (complaint) expires without effect, this shall result in the forfeiture of the corresponding claims.
21. The Manufacturer (Guarantor) or the Seller acting on behalf of the Manufacturer shall be obliged to examine the complaint within 30 days of the notification. This also includes the examination of the Goods under complaint at the Trading Partner's premises.
22. If it is necessary to carry out tests to decide on the quality-based complaint, a sample of the Goods will be taken in the presence of the Manufacturer's (Guarantor's) representative or the Seller's and the Trading Partner's representative and analysed in an independent accredited laboratory. The sample shall be taken by the representative of the laboratory from the Goods in their original packaging secured with a seal. A report on the sample taking shall be drawn up. If the Trading Partner does not agree to the test being carried out or the sample being taken, this shall result in the forfeiture of claims under the guarantee provided by the Manufacturer (Guarantor).
23. The decision to recognise or reject the claims stated in the complaint shall be made once the examination has been carried out and the results are available.
24. The costs of the examination shall be borne by the Contracting Party for which the result of the complaint examination is unfavourable. If the decision is unfavourable for the Trading Partner, the Trading Partner shall authorise the Manufacturer (Guarantor) to pass on the costs of the laboratory tests and undertakes to cover them in the amount stated in the invoice within the period stated therein.
25. The placing of the Order and the collection of the Goods shall be linked to the assurance of the Trading Partner that it has a warehouse or storage facility for the Goods which fulfils the technical and legal requirements for the safe and proper storage of the relevant Goods and that the Trading Partner is familiar with the characteristics of the Goods and the rules for their storage and transport, which are based on the specification or the product data sheet pertaining to the respective Goods.
26. The Trading Partner shall be obliged to observe the rules of storage (safekeeping) and transport of the Goods under the Contract in accordance with the specification or product data sheet.
27. The Trading Partner hereby undertakes to inform its customers and end users about the rules of the transport and storage of Goods in accordance with § 7 item 24 of these GT&C.
28. Should the provisions of the foregoing paragraphs be violated, the Trading Partner shall be responsible for all resulting damages and the resulting quality- and quantity-related complaints of the end users by bearing all associated costs in its own area. The Trading Partner shall hold the Seller harmless against any claims of third Parties in connection with the Contract or the Goods that arise for reasons attributable to the Trading Partner.

## **§ 8. Termination, withdrawal and suspension of Contract performance**

1. Until the expiry of two months after the agreed date of Contract performance, the Seller shall have the right to terminate the Contract immediately in whole or in part, to withdraw from the Contract in whole or in part, to suspend fulfilment of the Contract in whole or in part, when:
  - a) the Trading Partner is in default of payment to the Seller;
  - b) the Trading Partner fails to fulfil one of its obligations under the Contract or fails to do so properly;
  - c) the Trading Partner grossly violates the GT&C.
  
2. The Seller shall be entitled to withdraw from the Contract if, despite the prior conclusion of a corresponding purchase Contract, it does not receive the delivery item through no fault of his own, taking due commercial care. The Seller shall inform the Buyer without delay that the delivery item is not available on time and, if it wishes to withdraw from the Contract for this reason, it shall exercise its right of withdrawal without delay. The Buyer shall also be entitled to withdrawal as a result of the information provided by the Seller. In the event of withdrawal, the Seller shall reimburse the Buyer for the consideration without delay, regardless of which party withdraws from the Contract. To the extent permitted by law, any kind of compensation for damages arising from the Seller's withdrawal from the Contract is excluded.

## **§ 9. Liability and defects**

1. Should the Trading Partner withdraw from the Contract in whole or in part for reasons attributable to the Seller, the Trading Partner may demand compensation of up to 5% of the total net price of the Goods affected by the withdrawal. The corresponding amount shall be set off against any additional claim for damages made by the Trading Partner.
  
2. The Seller shall only be liable for non-compliance with the deadlines in accordance with these GT&C if the non-compliance is exclusively attributable to the Seller's fault.
  
3. The Seller shall not be liable for any damage resulting from the use of the Goods contrary to their intended purpose or characteristics, or from improper use of the Goods by the Buyer or third Parties, including improper storage of the Goods.
  
4. If, as a result of the non-performance or improper performance of the Contract by the Trading Partner, the Seller, a person acting on the Seller's behalf or for the Seller shall be obliged to pay claims under public law, criminal law, fine-related law or any other payment of a similar nature, such payment shall be made directly by the Trading Partner insofar as the law allows such possibility. Otherwise, the amount of such payment shall be refunded to the Seller or the person referred to in the previous sentence upon any request on their part.
  
5. The Trading Partner hereby undertakes to hold the Seller harmless against any and all liability for damages to third parties arising from any act or omission of the Trading Partner, including the breach of obligations under the Contract or the law. The Trading Partner hereby undertakes to reimburse the Suppliers for all costs incurred by the Seller in connection with the assertion of the resulting claims, including compensation, redress, court costs and legal costs.
  
6. The Seller shall only be liable for direct damage caused deliberately or through gross negligence. Liability for indirect damage and damage caused through negligence, including consequential damages of any kind, is excluded. In particular, the Seller shall not be liable for any consequential damages of any kind. To the extent permitted by law, liability for the Seller's assisting personnel and for damage

arising from the violation of regulations is excluded.

In cases of gross negligence, the Seller's liability is limited to the foreseeable damage typical of the Contract.

7. The provisions of the aforementioned sixth paragraph shall apply to all claims for damages (in particular for damages in addition to performance and damages in lieu of performance), irrespective of the legal grounds, in particular due to defects, breach of contractual duties or duties arising from unauthorised action. They also shall apply to claims for compensation for futile expenses.
8. The Seller shall only be liable for delays in performance in cases of wilful intent or gross negligence on the part of the Seller or a representative or an agent, and in the event of culpable injury to life, body or health in accordance with the provisions of the law. In cases of gross negligence, however, the Seller's liability shall be limited to the typical contractual foreseeable damage. Excluding the cases described in sentence 1 and 2, the Seller's liability for damages due to delay in addition to performance and for damages in lieu of performance (including compensation for futile expenses) shall be limited to a total of 100 % of the value of the respective delivery. Further claims on the part the Trading Partner are excluded, even after expiry of any deadline set for the Seller's performance. The said limitation and exclusion shall not apply in the event of culpable breach of essential contractual obligations, i.e. contractual obligations that make the fulfilment of the Contract possible in the first place. However, the claim for damages for the culpable breach of essential contractual obligations shall be limited to the typical contractual foreseeable damage, unless another case listed in sentence 1 exists at the same time. The Trading Partner's right to withdraw from the Contract shall remain unaffected. A change in the burden of proof to the disadvantage of the Trading Partner is not associated with the aforementioned provisions. Liability for indirect damage and damage caused through negligence, including consequential damages of any kind, is excluded. In particular, the Seller shall not be liable for any consequential damages of any kind.
9. The Seller shall be liable for impossibility of performance in cases of wilful intent or gross negligence on the part of the Seller or a representative or an agent, and in the event of culpable injury to life, body or health in accordance with the provisions of the law. In cases of gross negligence, however, the Seller's liability shall be limited to the typical contractual foreseeable damage, unless another exception listed in sentence 1 applies at the same time. Apart from the cases listed in sentence 1 and 2, the Seller's liability for damages due to impossibility and for reimbursement of futile expenses shall be limited to a total of 100 % of the value of the respective delivery. Further claims on the part the Trading Partner due to impossibility of delivery are excluded, even after expiry of any deadline set for the Seller's performance. This limitation and exclusion shall not apply in the event of culpable breach of cardinal obligations ('cardinal obligations' are obligations which are essential for the proper performance of the Contract and ones the contractual partner may regularly rely on having them fulfilled). However, the claim for damages for the culpable breach of material contractual obligations shall be limited to the typical contractual foreseeable damage, unless another case listed in sentence 1 exists at the same time. The Trading Partner's right to withdraw from the Contract remains unaffected. A change in the burden of proof to the disadvantage of the Trading Partner is not associated with the aforementioned provisions. Liability for indirect damage and damage caused through negligence, including consequential damages of any kind, is excluded. In particular, the Seller shall not be liable for any consequential damages of any kind.
10. Claims for defects shall not apply in the event of merely insignificant deviation from the agreed characteristics or in the event of only insignificant impairment of usability.

## **§ 10. Force majeure**

1. The Seller may suspend deliveries of Goods and the Trading Partner may refuse to accept them as long as a case of force majeure exists.
2. 'Force majeure' shall be understood as all sudden circumstances, independent of the Seller's and the Trading Partner's will, which prevent the fulfilment of the Contracting Parties' obligations. These include, in particular, strikes, war, riots, states of emergency, catastrophes, natural disasters, as well as legal acts and decisions made by public authorities and law enforcement agencies.
3. The provisions relating to force majeure shall also apply to situations such as the following:
  - a) Unavailability of raw materials for production;
  - b) Loss of the Seller's legal title to the Goods sold, for any reason,
  - c) Failure of the production facilities or loading facilities of the Seller or of the contractors providing services or deliveries for the Seller.
4. Furthermore, force majeure circumstances shall also include strikes by persons or companies providing services or deliveries for the Seller and/or for the Trading Partner.
5. In the event of force majeure or similar circumstances, the Trading Partner and the Seller shall be released from their obligations under the Order and these GT&C for as long as these circumstances prevail and they shall bear no consequences whatsoever on that account.
6. The Contracting Parties shall be obliged to immediately inform each other of the occurrence of force majeure or similar circumstances. If such circumstances last longer than 30 days, the Parties may withdraw from the Contract without compensation or terminate the Contract with immediate effect within a period of up to 45 days after the occurrence of these circumstances.

## **§ 11. Contractual penalties**

1. If the acceptance of the Goods is delayed at the request of the Trading Partner or due to circumstances attributable to the Trading Partner, the Seller shall charge the Trading Partner a contractual penalty of 0.5% of the net price per day of delay involving the Goods affected by the delay, however not more than 30% of the said value.
2. Should the delay referred to in item 1 exceed 1 day, the Seller shall be entitled to claim payment of the Price of the Goods even though they have not been released.
3. Should the delay referred to in item 1 exceed 1 day, the Seller shall be entitled to withdraw from the Contract and claim corresponding compensation.
4. The Contracting Parties hereby reserve the right to claim higher damages, however, the contractual penalty paid shall be offset against such damages in accordance with the provisions of the law.

## **§ 12. Personal data protection**

1. Each Contracting Party hereby undertakes to process the personal data provided by the other Contracting Party in accordance with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council (GDPR) and the Federal Data Protection Act (DSG).
2. The Seller shall provide the Trading Partner with an information clause containing the information required under Article 13 and Article 14 of the GDPR as well as Article 19ff of the DSG. The information

clause is available on the Seller's website (<https://nodral.com/de/datenschutzerklärung/>) and constitutes Appendix 3 to these GT&C.

3. The conclusion of the Contract shall be deemed as the Trading Partner's confirmation that the Trading Partner has taken note of the information clause and has accepted its content.

### **§ 13. Confidentiality**

1. The Contracting Parties hereby mutually agree that all information transferred in any form between the Parties in connection with this Contract and irrespective of its marking as 'confidential information' shall be deemed confidential information and shall not be used by either party for any other purpose than the fulfilment of the Contract, and also for up to two years after termination of the Contract, without the prior written consent of the respective other party. In particular, consent shall be required for the provision of any information or press releases or other information to be communicated publicly by one of the Parties.
2. The Parties hereby undertake to make every effort to ensure the confidentiality of the confidential information by persons employed by the Parties, in particular:
  - a) not to disclose to third Parties, in any form whatsoever, confidential information concerning the other Contracting Party that was obtained in the course of the fulfilment of the Contract;
  - b) to provide the persons employed by the Parties with confidential information concerning the other Contracting Party only to the extent absolutely necessary for the fulfilment of the Contract;
  - c) to ensure immediate return or destruction of any documents or other data media, including copies, originating from the other Party at the written request of one of the Parties;
  - d) in case of the disclosure thereof to their own lawyers, notaries, trustees and tax experts, insofar as these require the information and documents in the course of their work.
3. Each Contracting Party may only disclose information in accordance with item 1 above to persons involved in the fulfilment of the Contract. The Contracting Party undertakes to inform such persons of the obligations arising from the preceding items and to oblige such persons to comply with these obligations. The Contracting Party shall be liable for any breach of confidentiality of the information by these persons.
4. The aforementioned restrictions shall not apply to the following information:
  - a) information which become publicly accessible without any violation of the contractual provisions or is public by virtue of the law;
  - b) information which is publicly disclosed to any third party after obtaining the written consent of the other party;
  - c) information which must be disclosed under the law or upon order of the competent court or public administration.
5. In the event that any party breaches the confidentiality obligation, the breaching party shall be obliged to pay a contractual penalty of CHF 10,000 to the other party for each breach. The Contracting Parties hereby reserve the right to claim compensation for actual damages, and the flat-rate contractual penalty shall not be set off against it.

#### **§ 14. Correspondence**

1. For purposes of mutual correspondence related to the fulfilment of the Contract, the Contracting Parties shall use the addresses stated either in the Order or in the Contract.
2. Each party shall be obliged to inform the other party of any change of address to be used for correspondence.
3. Any current arrangements, instructions, notifications and other declarations concerning the fulfilment of the Contract may be sent by e-mail to the address specified by the Seller in the Order or in the Contract and by the Trading Partner to the e-mail address specified in the Trading Partner's declaration attached as Appendix 2 to these GT&C regarding the person authorised to place the Order and the corresponding e-mail addresses.
4. Persons indicated by the Seller in the Order or Contract as the Seller's representatives or coordinators shall be deemed to be authorised to make and receive declarations on behalf of the Seller in accordance with item 3 above.
5. Persons indicated by the Trading Partner in the Trading Partner's declaration regarding the person authorised to place Orders and the e-mail addresses in accordance with Appendix 2 to these GT&C shall be deemed to be authorised to make and receive declarations on behalf of the Trading Partner in accordance with item 3 above.

#### **§ 15. Tax obligations**

1. The Trading Partner hereby declares that it has neither violated nor breached any regulations in the fulfilment of its obligations under the Contract, and that it has not committed any abuse in order to obtain tax advantages, in particular pertaining to VAT.
2. A Trading Partner who violates the foregoing clause shall be liable, without limitation, for the resulting damage to the Seller. Furthermore, the Seller shall be entitled to withdraw from the Contract if there is reasonable suspicion that this clause may have been breached by the Trading Partner.
3. If the Seller becomes aware that proceedings are pending before a tax authority in connection with the Trading Partner's involvement in transactions intended to evade VAT in connection with the Contract, the Seller may, at its discretion, withdraw from the Contract (either in whole or in part) in accordance with the procedure set out below.
4. Should the aforementioned circumstances occur, the Seller shall, before deciding on whether or not to withdraw from the Contract, request the Trading Partner to request additional information, declarations or documents within a reasonable period of time and the Trading Partner shall be obliged to provide them accordingly. If the Seller makes the request described in the preceding sentence, the period for withdrawal from the Contract shall be 30 days from the receipt of the complete information, declarations or documents or the expiry of the deadline set by the Seller for the submission of information, declarations or documents by the Trading Partner.

#### **§ 16. Final provisions**

1. If the Order is signed by the Trading Partner or if the Contract is concluded in writing, this shall be deemed to confirm familiarity with the GT&C and acceptance of the conditions contained therein.

2. The Trading Partner may not assign any rights and obligations under the Contract without obtaining the Seller's prior written consent.
3. Should one or more provisions of these GT&C be or become invalid or ineffective, or should the Contract contain a gap, the validity of the remaining provisions of the Contract shall remain unaffected. The invalid or ineffective provisions shall be interpreted or replaced in such a way that they correspond to the intended purpose of this Contract as closely as possible. The same shall apply in the event of a gap in the Contract.
4. Any disputes between the Parties arising from or in connection with the Contract shall be settled by mutual agreement between the Parties. In case a dispute cannot be settled by mutual agreement, the disputes shall be settled by the common court with geographical jurisdiction over the Seller's registered office.
5. The Parties shall subject their legal relationship, the Contracts and these GT&C to Swiss law, excluding the UN Convention on Contracts for the International Sale of Goods.
6. If the Contract is drawn up in two language versions, the German language version shall prevail in case of any differences between them.
7. In matters not regulated by these GT&C, the relevant provisions of Swiss law shall apply.

#### **§ 17. Appendices**

1. Order template
2. Template of the Trading Partner's declaration regarding the person authorised to place the Order on behalf of the Trading Partner and of the e-mail addresses
3. The Seller's information clause
4. Complaint template



**TEMPLATE!**

## Order

Order number:  
Date of issue:  
Valid until:  
Payment method:  
Delivery / Collection on:

NODRAL AG  
Gotthardstrasse 3  
6300 Zug  
Switzerland

Trading Partner:

No.	Description of product/service	Unit	Quantity	Net unit price in CHF	Net value in CHF	VAT rate	VAT value in CHF	Gross value in CHF
-----	--------------------------------	------	----------	-----------------------	------------------	----------	------------------	--------------------

Amount to be paid:  
Say:

Total:

Confirmation of the Order by both Parties shall be deemed as confirmation of the Contract conclusion between the Contracting Parties.

### Declaration of the Trading Partner

The Trading Partner hereby declares that:

1. It has received the General Terms and Conditions for Nodral AG products, which can be accessed from the Seller's website at: <https://nodral.com/de/allgemeine-geschäftsbedingungen-fur-die-produkte/> and which, together with this Order, form an integral part of the Contract;
2. It has not filed for bankruptcy and no conditions exist that would justify filing for bankruptcy;
3. No reorganisation proceedings are pending and no conditions exist that would justify the initiation of such proceedings;
4. No enforcement action is taken against the Trading Partner's assets;
5. It has no liabilities under public law and, in particular, it has no liabilities under taxes and other levies, including social security contributions;
6. No other conditions exist that would justify a suspension of payments for the purchased Goods;
7. It has familiarised itself with the characteristics and specifications of the Goods being purchased;
8. It undertakes to use the purchased Goods exclusively in accordance with their characteristics and intended purpose;
9. It undertakes to handle the Goods in accordance with their characteristics and intended purpose, in particular to store and use them and to bear full responsibility for them.

Person authorised to issue the Order

Person authorised to receive the Order



.....  
(location)

.....//.....  
(date)

-----  
Trading Partner's name  
-----  
(address)  
-----  
(address)  
-----  
(tax ID number)

**Trading Partner's declaration**  
*regarding the person authorised to place the Order on behalf of the Trading Partner  
and e-mail addresses*

With regard to the Order placed, I hereby declare as follows:

1. The person responsible for placing orders and concluding contracts with the Seller in the name of and on behalf of the Trading Partner, and also for sending other communications on behalf of the Trading Partner is as follows:

.....  
[full name]

2. The exclusive address of the electronic mail used for placing orders and/or sending other communications in connection with the fulfilment of the Contract is as follows:

.....  
[e-mail address]

3. I hereby authorise the sending of electronic invoices by electronic means to this e-mail address:

.....  
[e-mail address]

Pursuant to § 3 item 5 of the General Terms and Conditions for NODRAL AG products, this declaration shall apply until it is amended or revoked. The declaration can be amended or revoked at any time in accordance with the provisions of the General Terms and Conditions for NODRAL AG products.

.....  
(Date, full signature of the person(s) authorised to represent the Trading Partner\*)

\*- Delete as appropriate

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## INFORMATION CLAUSE ON DATA PROCESSING

Pursuant to Article 13(1) and (2) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data as well as the relevant provisions of the Swiss DSG, we hereby provide the following information:

1. The Controller processing your personal data is **NODRAL AG** with its registered office in 6300 Zug, Gotthardstrasse 3, Switzerland, registered in the Commercial Register of the Canton of Zug, CHE-267.235.916.
2. For information on the manner and scope of the processing of your personal data by the Controller and on the rights you are entitled to, you can contact the Controller at the telephone number +49 172 2955 408, or at e-mail: [info@nodral.com](mailto:info@nodral.com) or in writing at the address specified in point 1.
3. The Controller processes your personal data on the basis of the applicable laws, the concluded contracts, in order to fulfil the Controller's legitimate interests and on the basis of the consent given, i.e. in the following circumstances:
  - a) pursuant to Article 6(1)(a) GDPR, i.e. if the data subject has given their consent to the processing of their personal data for one or more specific purposes,\*
  - b) to conclude and fulfil the Contract with the Controller's buyers and customers (legal basis: Article 6(1)(b) GDPR) – during the term of the Contract and for financial settlements after the end of the Contract;
  - c) to fulfil the legal obligations incumbent on the Controller, e.g. issuing or storing invoices and other accounting documents, responding to complaints (legal basis: Article 6(1)(c) GDPR) – for the duration of data storage prescribed by law,
  - d) to investigate, defend and assert claims (legal basis: Article 6(1)(f) GDPR) – until the claims become time-barred,
  - e) to check creditworthiness (legal basis: Article 6(1)(f) GDPR) – for the time required for performing such a check,
  - f) in other cases where your personal data are processed exclusively on the basis of your prior consent in the sphere and for the purpose specified in that consent.
4. In connection with the processing of your personal data, you have the following rights: you have the right to rectification (correction) of personal data, insofar as the data are incorrect or incomplete; you can request the deletion of personal data, i.e. you have the right to be forgotten; you can request the restriction of the processing of personal data, request the transfer of data; you can object to the processing if there are reasons in connection with your particular situation, and the data are processed on the basis of the necessity of the data for the purposes arising from the legitimate interests pursued by the controller or by third parties. If the processing of personal data is based on consent, you have the right to withdraw such consent at any time.
5. You have the right to lodge a complaint with the supervisory authority as soon as you have established that the processing of your personal data violates data protection regulations.
6. Your personal data will be stored in a manner that ensures confidentiality, integrity and availability in accordance with applicable law.
7. Your data can be processed automatically.
8. Your data will not be used for profiling, with the exception of situations where the data were obtained via the Controller's website and after obtaining your consent to receive commercial information, newsletters or consent for cookies. Detailed information on automated decision-making systems and profiling can be found in the Data Protection Statement at <https://nodral.com/de/datenschutzerklärung/>



, / /  
(place) (date)

.....  
(Trading Partner's name)  
.....  
(address)  
.....  
(address)  
.....  
(tax ID number)

**Notification of complaint**

Quantity of Goods under the complaint:  
.....

Type of Goods under the complaint:  
.....

Number of Order or Contract:  
.....

Number of the invoice documenting the sale or number of the Goods release note:  
.....

Numbers of packages:  
.....

Numbers of seals:  
.....

Reason for the complaint:  
.....

Preferred method of complaint examination:  
.....

.....  
(Date, legible signature of the person(s) authorised to represent the Trading Partner\*)

Attachment to the notification of complaint: Photographic documentation showing, in addition to the Goods under the complaint, the photographs of the seals with legible numbers and the photographs of the packaging, including the label.