

# General Terms and Conditions

Veritec AG, Industriestrasse 33, 9524 Zuzwil, Switzerland

Version: January 2026

## 1. Scope of Application

- 1.1. All deliveries, services and offers of Veritec AG ("VERITEC") are made exclusively on the basis of these Terms and Conditions. These shall therefore also apply to all future business relationships. At the latest upon acceptance of the product or performance of the service, these Terms and Conditions shall be deemed accepted. The contracting parties agree that the General Terms and Conditions of the buyer/purchaser ("Contractual Partner") shall not apply, not even in part. This applies even if the Contractual Partner refers to its own general or purchasing terms and conditions when placing a repeat order for goods or services, or if VERITEC delivers without reservation.
- 1.2. Deviations from the conditions set out in Clause 1.1 are only effective upon written confirmation by VERITEC.

## 2. Offer and Contract

- 2.1. Offers from VERITEC are subject to change without notice.
- 2.2. All orders require written confirmation by VERITEC to be legally effective. The same applies to additions, amendments or collateral agreements. A contract is therefore in all cases only deemed concluded when VERITEC transmits a written order confirmation or dispatches the delivery.
- 2.3. Drawings, illustrations, dimensions, weights or other performance data and descriptions are only binding if expressly agreed in writing. The same applies to other special characteristics or in the event that the product is to be suitable for a specific intended purpose.
- 2.4. Public statements, in particular advertising statements made by third parties regarding the nature of the product, shall not be deemed part of the contract unless otherwise expressly agreed in writing.
- 2.5. All offer and project documents as well as drawings and plant layouts may not be reproduced or made accessible to third parties without the consent of VERITEC. They may be reclaimed at any time and must be returned to VERITEC without being requested if the order is placed elsewhere.
- 2.6. Subsequent changes to orders and additions to the contract require written confirmation to be valid.

## 3. Scope of Services

- 3.1. All components and services not listed in the offer or marked "excl." are not included in the scope of the offer and price.
- 3.2. Unless expressly agreed in writing, the following services/activities are in any case not included in the offer:
  - (i) Assembly and commissioning of the delivered components;
  - (ii) Dismantling and disposal of existing components/plant parts (in the case of conversions/revisions);
  - (iii) Electrical supply line (interfaces are the terminal boxes of the field devices);
  - (iv) Frequency converters;
  - (v) Compressed air supply;
  - (vi) Water supply;
  - (vii) Dust extraction and/or noise protection measures that may be required by authorities or for technical reasons;
  - (viii) Insulation work and/or trace heating;
  - (ix) Building services required for operation and maintenance such as water, lighting, heating and ventilation etc.;
  - (x) Construction of foundations, chiselling work or other structural measures including openings and their re-sealing;
  - (xi) Steel structures such as stairs, platforms, pedestals, crossovers, supports, suspensions, railings, ladders and the like
  - (xii) Transfer chutes;
  - (xiii) Unloading of the delivery item(s) and/or associated installation material incl. provision of required personnel;
  - (xiv) Lifting equipment, working platforms and, if necessary, special tools required for assembly, commissioning and trial operation;
  - (xv) ATEX design (design for the intended use of the machine in potentially explosive atmospheres);
  - (xvi) Control technology;
  - (xvii) Transport of the delivery item(s) to the place of destination;
  - (xviii) Local duties or fees and/or inspections;
  - (xix) Costs for additional deployment days of Veritec personnel incl. travel costs, required through no fault of Veritec AG;
  - (xx) Travel, subsistence and accommodation costs;
- 3.3. Unless expressly agreed otherwise, surface treatment and corrosion protection are carried out in accordance with VERITEC's in-house standard.

#### 4. **Prices**

- 4.1. Prices are subject to change without notice.
- 4.2. All orders are accepted only on the basis of the prices valid at the time of the order confirmation. Prices are exclusive of VAT. Delivery terms and ancillary costs are governed by Clause 4.4.
- 4.3. Fees, taxes or other duties incurred in connection with the delivery shall be borne by the Contractual Partner.
- 4.4. Delivery terms are governed by the INCOTERMS® (2020 Edition) agreed in the order confirmation. VERITEC standardly offers the following delivery terms:
  - FCA Zuzwil SG (Switzerland): The customer collects the goods or organises transport. Packaging costs are charged separately according to actual effort.
  - DAP (Delivered at Place): VERITEC organises transport to the agreed delivery address. Freight and packaging costs are charged separately at actual cost, unless a flat rate has been agreed.
  - DDP (Delivered Duty Paid): VERITEC organises transport, duty paid, to the agreed delivery address. Freight and packaging costs are charged separately at actual cost, unless a flat rate has been agreed. Unloading at the place of destination is carried out by the buyer and at the buyer's risk.
- 4.5. For repair orders, assembly, dismantling work, etc., the services deemed appropriate by VERITEC shall be performed and charged on the basis of actual effort incurred, unless explicitly offered at a fixed price. This also applies to services and additional services whose necessity only becomes apparent during the execution of the order, for which no particular cooperation from the Contractual Partner is required.
- 4.6. Regular service hours are Monday to Friday from 06:00 to 18:00, maximum 10 hours per day. The following surcharges on the hourly rate apply for work outside these hours:
  - Monday–Friday outside 06:00–18:00: +25%
  - From the 11th working hour per day: +25%
  - Saturday all day: +50%
  - Sunday and public holidays: +100%

If multiple surcharge reasons apply simultaneously, only the highest surcharge is charged. Travel time is charged at the same rate as working time.

- 4.7. In the event of exceptional material price changes of more than 10% between order confirmation and material procurement, VERITEC reserves the right to make a corresponding price adjustment. This applies in particular to projects with longer delivery periods or in the event of unforeseeable market changes (e.g. raw material crises, sanctions, extreme currency fluctuations). VERITEC will inform the customer of such adjustments.

#### 5. **Delivery**

- 5.1. The delivery times stated in the offers are non-binding for VERITEC. Delivery time information is provided to the best of our knowledge, but is not – unless expressly stated otherwise – binding.
- 5.2. Binding delivery dates or deadlines require an express written agreement. Delivery dates refer in all cases to the completion of the goods at VERITEC. Even in the case of a written stipulation of delivery times, a delivery time of one week before or after the stated delivery time is deemed permissible and considered timely.
- 5.3. VERITEC is not liable for delivery delays caused by extraordinary circumstances beyond our control. These include in particular:
  - (i) Force majeure (natural disasters, war, etc.)
  - (ii) Pandemics
  - (iii) Strikes and lockouts
  - (iv) Official orders or interventions
  - (v) Delivery stoppages or delays at our suppliers

This provision also applies where we have committed to binding delivery dates. In such cases, the delivery period shall be extended by the duration of the delay.

In the event of force majeure events lasting longer than 3 months, both parties are entitled to withdraw from the contract. In this case, the provisions of Clause 7.3 shall apply accordingly.

- 5.4. VERITEC is entitled to make and charge for partial or advance deliveries.
- 5.5. The customer is obliged to accept the goods in a timely manner. If the goods are ready for dispatch and cannot be delivered because the customer refuses acceptance, delays it or has not created the necessary prerequisites, VERITEC is entitled to charge storage costs of 0.2% of the value of the goods per commenced week. This applies from the agreed delivery date or from notification of readiness for delivery. Alternatively, VERITEC may store the goods at the expense and risk of the customer with a third party. Warranty rights remain unaffected.
- 5.6. If the Contractual Partner has complained about the product, it is obliged, at VERITEC's request, to return the product to VERITEC in the delivery condition for the purpose of inspection. Otherwise, the Contractual Partner is only entitled to return the product after receiving VERITEC's express written consent.
- 5.7. Insofar as VERITEC is obligated to perform in advance under a contract, VERITEC is entitled to refuse delivery if circumstances become known after conclusion of the contract that call into question the Contractual Partner's ability to perform/pay.
- 5.8. Schedule changes caused by the customer shall not result in a postponement of payment deadlines. For goods that have been made available and must be stored due to schedule changes on the customer's part, the storage costs pursuant to Clause 5.5 shall apply.
- 5.9. Customer-specific standards, regulations, specifications or special documentation requirements must be disclosed during the offer phase. If such requirements are only disclosed after the order has been placed, the resulting additional costs may be charged separately.

- 5.10. If a contractual penalty for late delivery was agreed at the time of contract conclusion, the following provisions apply: The Contractual Partner may only claim a contractual penalty if the delay was demonstrably caused solely by VERITEC's fault. The contractual penalty amounts to a maximum of 0.5% of the order value per completed week of delay, but in total no more than 5% of the order value. Further claims for damages are excluded."
- 5.11. The Contractual Partner is obliged to create the prerequisites required for the assembly, installation and operation of the contract products. In this regard, VERITEC will inform the Contractual Partner of the relevant information in good time prior to delivery. Additional costs and expenses for VERITEC, such as waiting times etc., attributable to the Contractual Partner's failure to create the required prerequisites in time, shall be borne by the Contractual Partner.
- 6. Transfer of Risk**
- 6.1. The transfer of risk is governed by the INCOTERMS® clause (2020 Edition or the current version at the time) agreed in the order confirmation, including any deviations or additional agreements recorded in the order confirmation. For the purposes of these GTC, the delivery date shall be the date of dispatch ex works Zuzwil, unless expressly agreed otherwise in the order confirmation.
- 6.2. Any claims for damages against carriers, freight forwarders or other third parties shall be assigned by us to the party who bears the transport risk in accordance with the agreed delivery terms.
- 6.3. If the customer collects the goods with their own vehicle and VERITEC assists with loading or load securing, this is done without VERITEC accepting liability, unless VERITEC acts with gross negligence or wilful intent.
- 7. Payment**
- 7.1. The customer is only entitled to set off against undisputed or legally established counterclaims. A right of retention exists only in respect of counterclaims arising from the same contractual relationship.
- 7.2. If the Contractual Partner is in default of a payment under this transaction, VERITEC may at its own discretion take the following measures:
- (i) declare all outstanding claims under this transaction (including partial and final payments not yet due) immediately due and payable and charge default interest at 6% p.a. on all due amounts from the respective due date;
  - (ii) withhold its own performance (delivery, assembly, etc.) until full settlement of the outstanding amounts;
  - (iii) charge reminder costs of CHF 100 per reminder as well as proven collection and legal costs.
- 7.3. If the customer withdraws from the contract due to delivery delays caused by extraordinary circumstances (force majeure, pandemic, supplier problems, official orders etc.), the customer must reimburse all costs already incurred. VERITEC may retain the down payment to cover these costs."
- 8. Retention of Title**
- 8.1. VERITEC retains title to all delivered goods until full payment of the purchase price including all ancillary costs.
- 8.2. In the event of default in payment or conduct contrary to the contract, VERITEC is entitled to take back the goods. The taking back does not constitute a withdrawal from the contract. The customer is obliged to surrender the goods upon first request and to assist with the recovery.
- 8.3. In the event of access to the goods by third parties (in particular seizure, insolvency), the customer must immediately inform VERITEC and refer to VERITEC's ownership.
- 8.4. If the customer resells the goods before full payment, the customer hereby assigns the claim against its buyer to VERITEC by way of security. Upon request, the customer must provide VERITEC with the necessary information (buyer, invoice amount, etc.).
- 9. Assembly and Commissioning**
- 9.1. Assembly and commissioning is carried out by VERITEC unless expressly agreed otherwise. The customer must create the necessary prerequisites (access, power, lifting equipment, etc.) and support VERITEC during assembly.
- 9.2. All performance commitments, guarantees and technical specifications given by VERITEC apply exclusively when assembly and commissioning is carried out by VERITEC or expressly authorised specialists. In the event of unauthorised assembly by the customer or unauthorised third parties, all performance commitments and warranty claims are forfeited without replacement.
- 9.3. VERITEC is not liable for damages (personal injury, property damage or consequential damages) arising from improper assembly, installation or commissioning by the customer or third parties.
- 10. Documentation and Declaration of Incorporation**
- 10.1. Included in the scope of delivery are the documentation and assembly instructions in accordance with VERITEC standard as well as a declaration of incorporation in accordance with Machinery Directive 2006/42/EC. Customer-specific requirements regarding the structure and presentation of the documentation are offered separately. The overall documentation and declaration of conformity for the complete plant into which the delivered product is integrated is not included in the scope of delivery and is the responsibility of the customer as the entity placing the complete plant on the market.

## 11. **Warranty and Liability for Defects**

- 11.1. Subject to compliance with the agreed payment terms, VERITEC is obliged, in accordance with the following provisions, to remedy any defect affecting functionality that exists at the time of handover and is based on an error in design, material or workmanship.
- 11.2. No warranty claims can be derived from information in catalogues, brochures, advertising materials and written or oral statements that have not been expressly incorporated into the contract.
- 11.3. The warranty period is 12 (twelve) months and commences with the dispatch of the delivery ex works, unless special warranty periods have been agreed for individual delivery items.
- 11.4. If the delivery is delayed for reasons beyond VERITEC's responsibility, the warranty period commences at the latest 2 (two) weeks after VERITEC notifies readiness for delivery.
- 11.5. The customer is obliged to inspect the goods immediately upon receipt for obvious defects. Obvious defects must be reported to VERITEC in writing within 7 days of receipt of goods. Hidden defects must be reported in writing immediately upon discovery, but at the latest before the expiry of the warranty period. In the event of late notification of defects, the goods shall be deemed approved.
- 11.6. The warranty expires prematurely if the customer or third parties carry out improper modifications or repairs, or if the customer fails to take appropriate measures to mitigate damage promptly upon the occurrence of a defect and give VERITEC the opportunity to remedy the defect.
- 11.7. VERITEC undertakes to remedy any defect during the warranty period that is based on an error in design, material or workmanship. The type of defect remedy (repair, replacement delivery or price reduction) is at VERITEC's discretion. The customer must allow VERITEC the necessary time to remedy the defect.
- 11.8. VERITEC bears its own costs incurred in connection with remedying defects (transport of spare parts, travel and working time of VERITEC employees). The customer provides the required auxiliary personnel, lifting equipment and small materials free of charge. Replaced parts become the property of VERITEC.
- 11.9. If VERITEC cannot or cannot fully remedy a defect, the customer is entitled to a corresponding price reduction. In the case of serious defects that cannot be remedied within a reasonable period and that significantly impair use, the customer may reject the defective part. If partial acceptance is economically unreasonable, the customer may withdraw from the entire contract and will receive a refund of the amounts already paid for the affected parts.
- 11.10. VERITEC does not assume any warranty for defects that are not attributable to its own fault, in particular not for damage due to normal wear and tear, inadequate maintenance, incorrect operation, excessive stress, unsuitable operating materials, chemical or mechanical influences, and assembly or work performed by third parties.
- 11.11. Warranty claims only exist if assembly and commissioning is carried out by VERITEC or specialists authorised by VERITEC, or if VERITEC carries out at least one on-site acceptance inspection prior to initial commissioning. In the absence of VERITEC's involvement, warranty claims for defects attributable to improper assembly or commissioning are excluded.
- 11.12. If goods are manufactured by VERITEC based on design specifications, drawings, models or other specifications of the customer, VERITEC is only liable for the contractual execution, but not for the suitability or functionality of the design specified by the customer.
- 11.13. The warranty expires if the customer or a third party not expressly authorised by VERITEC carries out modifications or repairs to the delivered products without VERITEC's prior written consent.
- 11.14. In no event shall VERITEC be liable for damages that did not occur to the delivery item itself, in particular not for loss of production, loss of use, lost profit or any other indirect or direct consequential damages.

## 12. **Withdrawal from Contract**

- 12.1. VERITEC is entitled to withdraw from the contract if:
  - (i) concerns arise regarding the customer's solvency and the customer neither makes advance payment nor provides adequate security prior to delivery upon VERITEC's request;
  - (ii) insolvency proceedings are opened against the customer's assets or an application for the opening of proceedings is rejected for lack of assets;
  - (iii) the customer fails to meet the agreed payment obligations and does not pay within a reasonable grace period despite a reminder.
- 12.2. In the event of withdrawal due to the customer's insolvency or inability to pay, VERITEC is entitled to reimbursement of all expenses incurred up to that point (in particular material and production costs). VERITEC is entitled to retain any down payment already made to cover these expenses or to claim the difference. Services already rendered must be paid for in accordance with the contract. VERITEC also has the right to demand the return of goods already delivered.
- 12.3. The return of goods or withdrawal from the contract does not affect VERITEC's claims for damages.

## 13. **Damages**

- 13.1. VERITEC is only liable for damages outside the scope of the Product Liability Act in cases of wilful misconduct or gross negligence. This does not apply to personal injury.
- 13.2. VERITEC's liability for cases of gross negligence is limited per claim to half the net order value.
- 13.3. VERITEC's liability for slight negligence, as well as compensation for consequential damages, pure financial losses, indirect damages, loss of production, lost profit, loss of data or information, or from third-party claims against the Contractual Partner, are – to the extent permitted by law – excluded. In the event of non-compliance with any conditions for assembly, commissioning or other operational prerequisites, or commissioning of the contract products by persons who are not appropriately professionally certified, or non-compliance with official approval conditions, any liability for damages is – to the extent permitted by law – excluded.
- 13.4. The provisions of Clause 13 apply conclusively to all claims of the Contractual Partner against VERITEC, regardless of the legal basis, and are also effective for all employees, subcontractors and users of VERITEC.

**14. Industrial Property Rights and Copyright**

- 14.1. If goods are manufactured by VERITEC based on design specifications, drawings, models or other specifications of the Contractual Partner, the Contractual Partner shall indemnify and hold VERITEC harmless in the event of any infringement of intellectual property rights.
- 14.2. Execution documents such as plans, sketches, drawings and plant layouts and other technical documents, as well as samples, catalogues, brochures, illustrations and the like, always remain the intellectual property of VERITEC and are subject to the relevant statutory provisions regarding reproduction, imitation, competition, etc.

**15. Use of Sub-suppliers**

- 15.1. VERITEC is entitled to use sub-suppliers and subcontractors to fulfil its contractual obligations. VERITEC is liable for their services as if they were its own.

**16. Export Regulations and Compliance**

- 16.1. In the event of resale or export of the delivered goods, the customer is solely responsible for compliance with all applicable national and international export, import and customs regulations as well as sanctions provisions.
- 16.2. The customer shall inform VERITEC of any special public law requirements in the destination country prior to the submission of a binding offer. If such requirements are only disclosed after the order has been placed, the resulting additional costs may be charged separately.
- 16.3. VERITEC reserves the right to refuse delivery if the delivery would violate applicable export control regulations, embargoes or sanctions.
- 16.4. The customer shall indemnify VERITEC against all third-party claims arising from violations of export, customs or sanctions regulations by the customer or its buyers."

**17. Richtlinie 2014/34/EU**

- 17.1. Our standard products are not designed for potentially explosive atmospheres (ATEX 2014/34/EU). ATEX-compliant versions are available on request at an additional charge and must be expressly agreed upon ordering. Without a written agreement for an ATEX version, the customer bears full responsibility for the suitability of the product for the intended area of use.

**18. Richtlinie 2014/34/EU**

- 18.1. VERITEC processes personal data of the customer and its employees exclusively for the purpose of contract performance and in accordance with the applicable data protection regulations (Swiss Data Protection Act; for EU customers, also the GDPR).

**19. Final Provisions**

- 19.1. Should individual provisions of these GTC be or become invalid, the validity of the remaining provisions shall remain unaffected. The invalid provision shall be replaced by a valid provision that comes closest to the economic purpose of the invalid provision.
- 19.2. Amendments and additions to these GTC as well as all collateral agreements require the written form.
- 19.3. These GTC are drafted in the German language. In the event of any discrepancies in translations, the German version shall prevail.

**20. Jurisdiction and Applicable Law**

- 20.1. The exclusive place of jurisdiction for all disputes arising from or in connection with this contract is the registered office of VERITEC in Zuzwil, Canton St. Gallen, Switzerland. However, VERITEC is also entitled to bring proceedings at the customer's general place of jurisdiction.
- 20.2. All legal relationships between VERITEC and the customer are governed exclusively by Swiss law, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG) and the conflict-of-law rules of private international law.
- 20.3. For disputes with customers outside Switzerland, the language of proceedings shall be German or English at VERITEC's choice.