

General Terms and Conditions of Delivery and Sale

1. Scope of application

The following terms and conditions apply to all sales and deliveries carried out by Fabromont, unless other terms and conditions are expressly recognised in writing and legally binding by Fabromont in the individual contract. Any terms and conditions of purchase of the Buyer are cancelled by these terms and conditions, even if they are not expressly objected to by Fabromont. By accepting the delivery, the Buyer Recognises 's general terms and conditions of delivery and sale as solely binding.

2. Order confirmation / offers

Offers are always non-binding. Orders must be confirmed in writing by Fabromont to be legally valid. Telephone and verbal agreements, as well as agreements with employees of the sales departments, only become legally valid when they have been confirmed in writing by Fabromont. In the event of delivery at short notice, the issued invoice shall take the place of a written confirmation.

3. Goods on call

Goods will only be kept in stock if this has been specifically agreed in writing. If the exact description of the goods to be delivered is not agreed from the outset, the Purchaser must make arrangements in good time to enable Fabromont to deliver the goods on time. The Purchaser is fully responsible for any damage resulting from non-acceptance of such goods.

4. Product deviations

Our information on the object of delivery and service, the intended use, etc. (dimensions, weights, utility values, quality, colour and equipment, etc.) are merely descriptions or designations and **do not constitute warranted characteristics**.

We reserve the right to deviations due to the manufacturing process, including deviations from samples and earlier deliveries, which do not fundamentally change the character of the goods and are not considered grounds for a complaint.

Tolerances specified by the purchaser are only binding if confirmed in writing by Fabromont. Changes in the course of development may also apply to acceptance contracts. Fabromont is entitled to withdraw from production any designs it deems to be obsolete without prior notice. The latest description of the relevant product quality shall apply.

5. Prices

The prices are net, including transport in accordance with **CPT Incoterms® 2020**, according to the price list valid at the time of delivery or special offers from Fabromont, export deliveries according to the respective export price lists or special offers. The LCSS surcharge (logistics costs / shipping insurance surcharge) for transport and insurance charges (tolls, LSVA, congestion surcharge, etc.) is added to the net value of the goods on a pro rata basis. The current LCSS surcharge can be found in the price lists and sales documents.

Taxes, duties, fees, customs duties and freight surcharges for dispatch goods, express, postal or lorry dispatch as well as other additional costs caused by the Buyer shall be borne by the Buyer.

We reserve the right to adjust the prices if the material and/or manufacturing costs increase or decrease significantly or the currency parities change in the period between the offer and the delivery.

6. Terms of payment

Payments are due on time in Swiss francs or another agreed currency without any deduction. Unauthorised discounts will be reclaimed or deducted from any bonus settlement. Payments are generally charged to settle the oldest debt due, plus accrued interest on arrears. Bills of exchange shall only be accepted if expressly agreed in advance, namely as per invoice date and under no circumstances "without cost bill of exchange". All costs shall be borne by the drawee. The acceptance of cheques and bills of exchange is subject to reservation. The original due date may not be changed as a result.

Fabromont's sales representatives are not authorised to collect payments. Payments made to them do not cancel the claims. Down payments and advance payments are non-interest bearing. Delivery arrears or complaints do not entitle the Buyer to withhold payment. Likewise, the Buyer may not offset any counterclaims against Fabromont's assets.

6.1. Bank guarantee

For deliveries that exceed the scope of normal acceptance and a reasonable credit limit, the Buyer shall provide a bank guarantee or equivalent security.

6.2. Default of payment

In the absence of securities, declining payments or payment arrears on the part of the Buyer, Fabromont shall be entitled to withhold deliveries and, if necessary, to freely dispose of them, as well as to withdraw from the contract and cancel condition agreements.

If the Buyer does not meet the payment deadlines, he must pay default interest of 8% above the base rate of the Swiss National Bank valid at the time of default without further ado from the day following the day of default. He must also reimburse any expenses incurred. The right is reserved to assert any further damage caused by default. In the event of a deterioration in the Buyer's payment situation and cessation of payment, but at the latest when a request for debt collection is issued, the entire purchase price claim shall become due immediately, regardless of the term of any bills of exchange accepted.

7. Delivery and transport

Unless otherwise agreed in individual contracts, the CPT Incoterms® 2020 shall apply to all deliveries of goods by Fabromont.

Customs clearance and forwarding orders of the customer, whether tacitly or expressly commissioned, are, if carried out by Fabromont, **only provided as a voluntary service without any liability**.

7.1. Delivery times

Delivery shall be made as quickly as possible or as agreed. Force majeure, delivery difficulties caused by inadequate supplies of raw materials, technical difficulties, industrial action, etc. shall entitle Fabromont to extend the delivery date and, if necessary, to cancel the order in part or in full without compensation. In the event of any delay in delivery, the Buyer has the right to cancel the order, granting a grace period of 4 weeks.

Fabromont may make partial deliveries at its own discretion.

8. Transfer of benefit and risk

In accordance with CPT Incoterms® 2020, the benefit and risk of the purchased item shall in each case pass to the Buyer at the latest upon dispatch of the delivery ex works. The forwarder insures CMR.

If dispatch is delayed or rendered impossible for reasons for which Fabromont is not responsible, the goods will be stored at the customer's expense and risk.

9. Warranty / Liability

Complaints due to defective and incomplete delivery must be within 10 days of receipt of the goods, but in any case, before installation, further processing or resale, with a precise description of the defects.

Complaints due to hidden defects must be made no later than 10 days after discovery, at the latest within the statutory warranty period.

In the event of a justified complaint, Fabromont shall provide a replacement free of charge within the scope of the defect, at its discretion by repair, replacement delivery or credit note, taking into account the use already made. No further claims, cancellation of the contract or compensation for direct or indirect damage (e.g. replacement costs, consequential damage, loss of profit, etc.) can be asserted on any legal grounds whatsoever. Fabromont accepts no warranty for improper use and care, for mechanical damage or for natural wear and tear and alteration. Complaints cannot be asserted if they are based on special properties of the floor covering and inevitably deviate from those of conventional floor coverings due to different construction and material composition. The special laying and cleaning instructions must be observed. Application instructions are given to the best of our knowledge, but without guarantee. Fabromont expressly excludes any liability for hidden defects or consequences of defects, particularly for products developed by us, as well as for the use of our products for purposes not expressly recommended by us or for consequences unknown to us.

Rejected goods received by Fabromont without prior agreement will not be accepted.

10. Retention of title

The delivered goods shall remain the property of the Seller until all claims arising from the business relationship between the Seller and the Buyer have been paid in full. The inclusion of individual claims in a current invoice as well as the balance payment and its recognition shall not affect the retention of title. Payment shall be deemed to have been made when the equivalent value is received by the Seller. In the event of payment by cheque/bill of exchange, the retention of title shall remain in force until the bill of exchange has been honoured by the Buyer. The Buyer is authorised to resell the reserved goods in the ordinary course of business; however, he is not permitted to pledge them or assign them as security.

The Buyer hereby assigns its claims from the resale of the reserved goods to the Seller; the Seller accepts this assignment. Notwithstanding the assignment and the Seller's right of collection, the Buyer shall be entitled to collect as long as he fulfils his obligations towards the Seller and does not fall into financial collapse. At the Seller's request, the Buyer shall provide the Seller with the information required for collection of the assigned claims and notify the debtors of the assignment.

Any treatment or processing of the goods subject to retention of title shall be carried out by the Buyer on behalf of the Seller without any obligations arising for the latter. If the reserved goods are processed, combined, mixed or blended with other goods not belonging to the Seller, the Seller shall be entitled to the resulting co-ownership share in the new item in the ratio of the value of the reserved goods to the other processed goods at the time of processing, combining, mixing or blending. If the Buyer acquires sole ownership of the new item, the contracting parties agree that the Buyer shall grant the Seller co-ownership of the new item in proportion to the value of the processed or combined, mixed or blended goods subject to retention of title and shall store it for the Seller free of charge.

If the reserved goods are resold together with other goods, regardless of whether without or after processing, combining, mixing or blending, the advance assignment agreed above shall only apply to the value of the reserved goods that are resold together with the other goods.

The Buyer must inform the Seller immediately of any enforcement measures taken by third parties against the reserved goods or the claims assigned in advance, handing over the documents necessary for an intervention. The Seller undertakes to release the securities to which he is entitled in accordance with the above provisions at his discretion at the request of the Buyer to the extent that the value exceeds the claims to be secured by 10%.

The purchaser authorises Fabromont to enter the retention of title in the Swiss public register.

11. Export and re-export

If the offer and delivery are not agreed in CHF but in a foreign currency, the Fabromont goods are intended exclusively for the agreed country of delivery or foreign currency area. Re-export to Switzerland is expressly excluded by contract and, in the event of a breach, the customer is obliged to reimburse Fabromont for the currency difference between the CHF and the foreign currency from the point of view of compensation.

12. Privacy policy

Fabromont acts in accordance with the applicable data protection regulations. Detailed information on data protection can be found in our privacy policy on our website.

13. Place of fulfilment, place of jurisdiction and applicable law

The place of fulfilment for delivery and payment is Schmitten/FR (Switzerland).

The legal relationship shall be governed by Swiss law with the proviso that the law of the Federal Republic of Germany shall apply to the simple extended and expanded retention of title agreed in clause 10.

The place of jurisdiction for both parties is Tafers/FR (Switzerland).

The United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 is excluded.

14. Severability clause

Should individual (partial) provisions of these GTC be or become invalid, the remaining provisions shall remain valid. In this case, the contracting parties undertake to replace the invalid provision with a valid provision that comes closest to the original intention in terms of its content.

Only the German text is binding.

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