

General Terms and Conditions of Calag Carrosserie Langenthal AG

The legally binding German version of these General Terms and Conditions is available at www.calag.ch/agb/ and shall prevail in the event of any discrepancy. This English translation is provided for convenience only.

1. General Information

- 1.1. The General Terms and Conditions of Calag Carrosserie Langenthal AG, hereinafter also referred to as Calag, apply to all work and deliveries carried out by Calag on behalf of its customers.
- 1.2. Additional or deviating terms and conditions, in particular the customer's general terms and conditions, are excluded.
- 1.3. Deviating agreements must be made in writing.
- 1.4. Should any provision be or become invalid or should the contract contain a contractual gap, this shall not affect the validity of the remaining contractual provisions. The invalid provision shall be replaced by a valid provision that most closely reflects the original economic intent of the parties as agreed from the outset. The same applies in the event of a contractual gap.

2. Offers and prices

- 2.1. The contractually agreed prices refer to the deliveries and work expressly agreed in terms of scope and execution. Services that are not included in the relevant offer will be charged additionally according to expenditure.
- 2.2. All prices are net ex works, excluding Swiss VAT (value added tax). Any transport costs, vehicle transfer, packaging, services and deliveries that have not been expressly agreed with us, including but not limited to chassis modifications, presentation of vehicles at the motor vehicle inspection, fuel supplies, etc., are not included and will be invoiced separately, plus VAT.
- 2.3. Unless otherwise stated in the offer, the hourly rates quoted apply to services and work performed on Calag's premises and during normal working hours.
- 2.4. Changes in currency exchange rates or increases in prices, wages or material costs occurring up to the time of delivery entitle us to adjust prices in line with the increase in costs incurred by Calag itself.

Offers are valid for a limited period of 3 months. Replacement parts will be charged at

the new price within one month and without being returned.

3. Documents / Records

Brochures, illustrations, drawings, project sketches, etc. are non-binding, as are the technical specifications contained therein. Plans, drawings and quotations remain our intellectual property and may not be made accessible to third parties, copied or used for the self-production of the items in question without our written consent. Any unlawful use violates the Federal Act on Unfair Competition.

4. Delivery dates

- 4.1. The agreed delivery dates are based on the circumstances at the time of the order, assuming normal material procurement and production capabilities, and are subject to the customer fulfilling their contractual obligations (payment obligations, advance performance obligations, material delivery, etc.).
- 4.2. Delivery dates shall be postponed appropriately if obstacles arise that are beyond Calag's control, including but not limited to natural events, mobilisation, war, riots, epidemics, strikes, governmental actions, shortage of essential components or transport delays, etc.
- 4.3. Delivery dates shall also be postponed if the customer fails to provide the information, drawings, materials, vehicles, etc. necessary for the execution of the order in time or if the customer subsequently makes changes that cause a delay.
- 4.4. Delivery dates shall be rescheduled if:
 - the agreed chassis deliveries are not made in accordance with the contract;
 - events beyond our control occur that affect the orderly progress of work by us or our subcontractors;
 - the information required for the execution of the order is not provided to us in time or is subsequently changed;
 - the agreed financial obligations are not met.
- 4.5. A delay in delivery shall not entitle the customer to claim damages or withdraw from the contract. Contractual penalties, subsequent costs or loss resulting from delayed delivery cannot be claimed.

5. Terms of payment

5.1. Payment dates are considered due dates. Payments may not be withheld or reduced due to defects in the delivery goods or counterclaims by the customer. Offsetting is excluded in any case.

5.2. Unless otherwise agreed in writing, payment shall be made as follows (without discount, unless expressly agreed otherwise):

- 1/3 of the total amount upon placing the order/contract
- Remaining amount upon readiness for delivery

5.3. If the customer fails to meet the agreed payment dates, interest at the rate of 8% per annum shall accrue from the agreed due date without the need for a separate reminder. The right to claim further damages is reserved.

5.4. In the event of the customer's default of payment, Calag shall be entitled, without prior notice or extension, to withdraw from the contract and to reclaim the delivered goods, in accordance with Art. 214 para. 3 of the Swiss Code of Obligations, while simultaneously asserting claims for damages.

6. Retention of title

6.1. The items sold remain the property of Calag until full payment has been received. Until this time, they may not be used as collateral, security or part of a mortgage for buildings, nor may they be sold or rented without our explicit permission; they must be insured against all risks immediately upon receipt by the buyer.

6.2. Calag is expressly authorised to have the retention of title entered in the retention of title register at the buyer's place of residence and at the buyer's expense.

7. Cancellation

7.1. By accepting the order confirmation, the buyer accepts our General Terms and Conditions. If the buyer, through their own fault, cancels the confirmed order, the seller shall be entitled to claim a contractual penalty of 15% of the contract price, without prejudice to the assertion of further damages.

8. Assembly

Any assembly and/or processing/delivery outside the delivery site is not included in the agreed price, but must be separately agreed and invoiced.

9. Benefits and risks / Place of performance

9.1. Unless expressly agreed otherwise, title and risk pass to the customer upon delivery (ex works). Any complaints concerning damage, loss or delays must be notified immediately in order to investigate the cause.

9.2. Unless otherwise agreed, Calag's business premises shall be deemed the place of performance. If Calag has also carried out the assembly, the assembly site constitutes the place of performance only with respect to the assembly obligation.

10. Inspection obligation and warranty

10.1. Unless a special acceptance procedure has been agreed, the customer shall examine the completed work or delivered item upon handover and notify Calag immediately (within five working days) in writing of any defects found. Otherwise, the work carried out on the vehicle and the parts delivered shall be deemed to have been approved.

10.2. The warranty for the work carried out and the goods delivered lasts for one year from the date of the delivery. The warranty covers solely possible design and manufacturing defects, applies only to brand-new material, and is limited to the replacement of defective parts at our workshop or at a repair facility authorized by us. The original warranty period shall not be extended by corrective action or replacement deliveries.

10.3. Any further warranty is expressly excluded; in particular, the customer shall have no entitlement to a price reduction, to rental vehicles, to LSVA compensation, to loss of earnings, to material disposal or to compensation for direct or indirect damage incurred due to the time required to perform the warranty service.

10.4. The warranty shall expire if the customer or a third party undertakes modifications or repairs without the prior written consent of Calag, or if the customer does not immediately take appropriate measures to prevent the damage from becoming more extensive. Calag accepts no liability for defects for which it is not responsible, in particular for defects arising from incorrect installation by the customer or an unauthorized third party commissioned by the customer, or from external influences on the product.

10.5. Damages resulting from the customer's own fault or the fault of a third party, in particular due to accidents, overloading, improper operation, excessive use or natural wear, inadequate maintenance or repairs by third parties or other reasons for which Calag is not responsible, are excluded from the warranty. The same applies to consequential damages such as direct or indirect personal or property damage, loss of profit, loss of work and earnings, and business interruptions.

10.6. Any further warranty is expressly excluded.

11. Liability

11.1. Calag and its agents shall not be liable for any damages arising in connection with the performance of services under the contract or the use and operation of delivered objects and services provided. This exclusion expressly covers indirect or consequential damages, including, without limitation, loss of profit, unrealized savings, additional expenses to the customer, third-party claims, damage to the customer's equipment, etc.

11.2. Calag shall only be liable for claims by the customer due to defective advice, the performance of services or the breach of ancillary obligations in cases of intent or gross negligence, which the customer bears the burden of proving.

12. Data protection

12.1. In connection with the provision of services and the sale of products to the customer, Calag may, at all times in accordance with applicable data protection laws, collect personal data directly, obtain it from third parties, store and process it, and disclose it to third parties.

12.2. If permitted by law or in the presence of overriding interests of Calag, or with the customer's prior consent, Calag may process the personal data collected for the following purposes:

- to verify the requirements for entering into a contract;
- to fulfil contractual obligations towards the customer;
- to maintain, develop and sustain the customer relationship;
- to customise services or provide personalized content, e.g. by means of research into demographics, usage behaviour and user interests;
- for address validation.
- to prevent unlawful use of services (in particular to prevent fraud when concluding a contract and during the term of the contract);
- for invoicing, collection purposes and creditworthiness and credit checks;
- to advertise, design and further develop [company] products;
- Further information regarding the use of personal data can be found in our privacy policy, which can be accessed as follows: www.calag.ch/datenschutz

13. Jurisdiction and applicable law

13.1. The place of jurisdiction for disputes arising from the contractual relationship is the registered office of Calag Carrosserie Langenthal AG. Calag is also entitled to take legal action against the customer at their domicile.

13.2. The contractual relationship between the customer and Calag is subject to Swiss law.

13.3. These General Terms and Conditions are governed by Swiss law. The German version shall be legally binding. Any translations are provided for convenience only.

Calag Carrosserie Langenthal AG – 2023