

General Terms and Conditions of Relianz AG B2B (Version of 29/06/2026)

1. Scope

- 1.1. These General Terms and Conditions apply to all orders (including those via the online shop) for Relianz AG (CHE-101.301.491, Stationsstrasse 43, 8906 Bonstetten, Switzerland, + 41 (0)44 701 82 82, <https://www.relianz.ch/en/home.htm>), hereinafter referred to as the "Seller".
- 1.2. The following General Terms and Conditions are an integral part of the contract concluded between the Seller and the Buyer. Any deviations herefrom shall not be binding on the Parties unless mutually agreed upon and acknowledged in writing.
- 1.3. The general terms and conditions of the Buyer or of a third party shall not be binding on the Seller unless they are acknowledged in writing. If any terms and conditions of the Buyer are validly agreed upon that contradict these General Terms and Conditions, the latter shall prevail over the terms and conditions of the Buyer, even if the terms and conditions of the Buyer stipulate that they shall apply in the event of a conflict.

2. Offers and conclusion of contracts

- 2.1. All offers from the Seller aimed at the general public in brochures, catalogues, on the internet (including in the online shop), in advertising, etc. and individual proposals are always non-binding and subject to change without notice.
- 2.2. The availability of the goods in question is not guaranteed.
- 2.3. Illustrations are resemblances and do not have to be identical to the product offered. Information in technical documents shall only be binding to the extent expressly warranted by the Seller in a separate written contract or in the order confirmation.
- 2.4. Any notification of a verbal or written order placed by the Buyer shall be deemed a request and shall be legally binding on the Buyer. When placing an order electronically via the online shop, the Buyer receives an individual proposal based on their request, which contains an order link. By clicking on this link, the Buyer issues the legally binding order to the Seller.
- 2.5. Upon receipt of the order, the order shall be confirmed verbally or in writing (letter or e-mail) by the Seller. As a rule, these order confirmations are not signed. The order confirmation does not need to be countersigned by the Buyer in order for the contract to be validly concluded.
- 2.6. In addition to the order, the order confirmation contains all other contractual components and refers to these General Terms and Conditions, which thereby become part of the contract.
- 2.7. If an order is negotiated verbally or in writing, the purchase contract will come into being when the order confirmation is received by the Buyer.
- 2.8. Where an order is processed electronically through the online shop, the purchase contract is concluded when the link contained in the offer provided by the Seller is clicked on, not when the order confirmation is subsequently sent.
- 2.9. Where payment is made in advance, the purchase contract is concluded when the Seller confirms it has received the advance payment.

- 2.10. Requests for changes received after the contract is concluded may only be taken into account if the Seller can still accommodate the changes based on the status of the preparatory work. Approval of any changes will be given by means of a written order confirmation. The costs and other expenses directly or indirectly associated with such subsequent changes will be invoiced to the Buyer in full. The Buyer accepts all delays in delivery associated with their change requests and waives all rights to which it would be entitled under law, individual contract and these General Terms and Conditions in the event of delays in delivery.

3. Minimum order value

- 3.1. The minimum net order value (excluding VAT and other Ancillary Costs as defined in clause 5.3) per order is CHF 200.00 / EUR 220.00 / USD 255.00. Smaller order amounts must be paid in advance, together with a processing fee of CHF 40.00 / EUR 45.00 / USD 55.00.

4. Retention of title

- 4.1. The goods shall remain the property of the Seller until they are paid for in full.
4.2. The Buyer is obligated to take the necessary measures to protect the Seller's property.
4.3. Prior to the transfer of title, the goods may not be pledged or assigned by way of security without the permission of the Seller.

5. Prices and transport costs

- 5.1. All prices are given per 100 units in CHF, EUR or USD respectively, plus statutory VAT at the moment of delivery, unless expressly stated otherwise.
5.2. The costs of packaging, transport and insurance shall be invoiced separately under the heading of transport costs.
5.3. Changes to ancillary costs, specifically for packaging, insurance and transport and freight costs, but also for export, transit and import permits and other permits, levies, fees, taxes (including VAT) and customs duties (together referred to as "Ancillary Costs") shall be borne by the Buyer where they arise subsequent to the conclusion of the purchase contract, and particularly subsequent to the circumstances set out in clause 16.7, to the extent that they have an impact on the delivery.
5.4. The Seller will determine the most suitable means of transport overall and the haulier.

6. Payment terms

- 6.1. Payment shall be made on account or in advance.
6.2. The payment terms will be stipulated in a binding manner in the order confirmation.
6.3. The Seller reserves the right to verify the Buyer's creditworthiness and to require payment in advance in part or in full or that another suitable form of collateral be provided, based on its own criteria. The Seller shall in any event be entitled to require payment in advance even where the Buyer is creditworthy.

- 6.4. No offsetting against claims of the Buyer is permitted.

7. Payment default / payment reminders / collection (where purchases on account stipulated in the offer)

- 7.1. The Buyer shall automatically be in default once the due date under the provisions of clause 6.2 has lapsed.
- 7.2. If the Buyer is in default, it must pay interest at 8% from the agreed due date for payment, without the need for a reminder to be issued.
- 7.3. In addition, from the third reminder onwards, reminder fees of CHF 30.00, EUR 35.00 or USD 40.00 respectively will be due per reminder; from the fourth reminder onwards, fees of CHF 50.00, EUR 55.00 or USD 65.00 respectively will be due. The right to claim compensation for any additional losses (including direct or indirect losses and reminder costs) remains expressly reserved.

8. Seller's rights if the Buyer is in default

- 8.1. If the Buyer is in default with a payment, the Seller may require, unilaterally, at any time and at its own discretion, that that Buyer be required to furnish appropriate collateral for future orders, such as payments in advance, indemnities or warranties, or may refuse to provide performance or withdraw from the contract concerned if the Buyer fails to provide the requested collateral.
- 8.2. Where the goods purchased have passed into the Buyer's possession prior to payment, the Seller may withdraw from the contract on the grounds that the Buyer is in default and demand that the goods be returned.

9. Custom products, bespoke items, plate costs

- 9.1. Payment in advance or a deposit may be required for custom products and bespoke items, as well as for plate costs. Generally speaking, these payments must be received by the Seller by 10 days after the order confirmation at the latest. Until these payments have been received in good time or if there is a delay in payment, the Seller shall be free to withdraw from the order or to offer it under new conditions. The Buyer shall be liable for any loss or damage incurred in this regard.
- 9.2. When a custom product or bespoke item is manufactured for the first time, the Seller can produce an approval sample. This sample must be approved in writing by the Buyer within one week. If it is not approved in good time, the Seller shall be entitled to withdraw from the order or to make a new proposal under different conditions. If the approval sample is not approved within one month of it being provided, the Seller will withdraw from the purchase contract in any event once that period has elapsed. The costs incurred prior to that point will be charged in full to the Buyer or set off against any advance payment or deposit paid.
- 9.3. After the approval sample has been produced, as well as after each subsequent run or modification, the Seller may submit a final print version to the Buyer for approval. The final print version must be approved in writing by the Buyer within one week. By approving this version, the Buyer confirms that all properties are correct, especially all text, dates, colours and the layout and execution, as well as

other product-specific characteristics. Once the version has been approved, the Seller shall not be liable for any errors or deviations approved by the Buyer. If the version is not approved in due time, the legal consequences set out in clause 9.2 shall apply mutatis mutandis.

10. Short and excess deliveries

For mass-produced goods and for custom products and bespoke items, short and excess deliveries manufactured to order are permissible. The permitted degree of deviation will be specified in the order confirmation each time and must be accepted by the Buyer without reservation.

11. Deliveries, delivery periods and default

- 11.1. The Seller delivers worldwide. Deliveries within the European Union will typically be performed and invoiced by subsidiaries of the Seller based in Member States of the European Union. The Seller reserves the right to assign the purchase contract to another group company without the Buyer's prior permission. The contract and these General Terms and Conditions shall continue to apply unchanged in any dealings with such companies. Any exceptions to this rule will be confirmed in the order confirmation or otherwise in writing.
- 11.2. Goods are sent ex warehouse within the period stipulated in the order confirmation. The delivery date set out in the order confirmation is approximate and thus not binding.
- 11.3. If the delivery date set out in the order confirmation differs significantly from the date expected and communicated by the Buyer, the Buyer shall be entitled to withdraw from the order in writing within 24 hours of receiving the order confirmation, to the extent that that order cannot be fulfilled within the expected or agreed delivery date. Reasons must be given for any such withdrawal and it must be objectively justified. The burden of proof is incumbent on the Buyer.
- 11.4. If the Buyer fails to meet their duty to approve samples for custom products or bespoke items under clause 9.2, thereby delaying production, the Seller shall be entitled to set a new delivery date unilaterally.
- 11.5. Delays in delivery attributable to force majeure, operational and logistical disruptions, difficulties in raw materials procurement and the like shall not under any circumstances grant the Buyer the right to withdraw, and will not give rise to any claims for compensation for direct and indirect loss caused by the delay or any other type of loss or damage.
- 11.6. If the goods cannot be delivered for reasons attributable to the Buyer, the Seller shall be entitled to withdraw from the contract. Any payments already made will be refunded to the Buyer, once all costs incurred by the Seller in connection with the order have been deducted, unless the order was for custom products or bespoke items.

12. Partial deliveries

- 12.1. The Seller shall be entitled at any time, at its own discretion, to make partial deliveries of goods ordered, even if the order confirmation does not make any reference to this option.

- 12.2. For any partial deliveries not wanted by the Buyer, the transport costs that would have been incurred for sending the entire order in a single delivery will be charged in full on the first partial delivery and will then be payable. Subsequent partial deliveries will be made free from transport costs.
- 12.3. For partial deliveries wanted by the Buyer, the transport costs will be charged in the corresponding amount for each partial delivery.

13. Dispatch and transport

- 13.1. Dispatch and transport are governed by the terms of the order confirmation.
- 13.2. If dispatch and transport are not covered in the order confirmation, deliveries will be made Carriage and Insurance Paid To ("CIP") under Incoterms® 2020 from the International Chamber of Commerce (ICC).
- 13.3. Any complaints in connection with the shipment or transportation shall be made by the Buyer to the last haulier immediately upon receipt of the goods or the freight documents; the goods complained of must be accepted with reservation.

14. Transfer of benefit and risk

- 14.1. The transfer of benefit and risk is governed by the provisions of the order confirmation.
- 14.2. If the transfer of benefit and risk is not covered in the order confirmation, it will be governed by the terms of CIP, Incoterms® 2020 from the International Chamber of Commerce (ICC).
- 14.3. If dispatch is delayed at the request of the Buyer or for other reasons not attributable to the Seller, risk shall pass to the Buyer at the time originally planned for the dispatch ex warehouse, even if the corresponding goods are not ready to be dispatched or collected. From that point on, deliveries will be stored on the account and at the risk of the Buyer and insured on express request from and on the account of the Buyer. The Seller may not be held liable under any circumstances for the absence of any insurance benefits in the event of loss or damage.

15. Receipt of goods and notice of defects

- 15.1. The Buyer is obliged to inspect the goods immediately upon receipt. Any differences in quantity and any external damage must be recorded on the delivery note. Furthermore, any identified defects or quantity differences must be objected to by immediately notifying the Seller in writing upon the arrival of the goods, stating the order and delivery note number.
- 15.2. The same shall also apply to latent defects, which must be reported immediately after they emerge, and by three months after receipt of the goods at the latest.
- 15.3. After this deadline expires or if no defects are reported, the rights pertaining to defects shall lapse.

16. Warranty and liability

- 16.1. The Seller warrants that the goods comply with the standards of the relevant international trade associations and that they have the individually agreed characteristics. Any special properties, such

as food-safeness or suitability for a specific use, shall only be deemed to have been agreed if they are expressly stated in the order confirmation. Any certificates shall only be issued if it was already made clear by the Buyer at the time of the order that those certificates were required.

- 16.2. If the product is defective as defined in these General Terms and Conditions or under mandatory statutory provisions and the Buyer has reported the defect in a timely and legally valid manner in accordance with clause 15, the corresponding replacement deliveries by the Seller shall be deemed to constitute rectification of the defect. An extension of any existing warranty periods for other products or further partial deliveries cannot be inferred from this.
- 16.3. The cases of material breach of contract by the Seller, the legal consequences of such breach, and all claims vested in the Buyer, irrespective of their legal basis, are conclusively governed by these General Terms and Conditions. Any further liability and warranty, in particular all claims not expressly stated for damages, price reduction, cancellation of the contract or withdrawal from the contract, as well as claims for damages as a result of delayed delivery, etc., are excluded in their entirety to the extent permitted by law unless the Buyer proves that the Seller or its auxiliary agents caused the damage intentionally or through gross negligence.
- 16.4. In no event shall the Buyer be entitled to compensation for damage occurred other than to the delivery item itself, such as, in particular, loss of production, loss of use, loss of orders, lost profits, consulting, legal and any procedural costs as well as all other direct or consequential loss or damage of any kind. These restrictions shall not apply to unlawful intent or gross negligence on the part of the Seller.
- 16.5. The Seller hereby excludes liability for breaches of contract due to simple negligence. The same shall apply to breaches of contract by auxiliary agents and substitutes.
- 16.6. The foregoing shall be without prejudice to mandatory statutory liability situations, in particular under the Swiss Product Liability Act.
- 16.7. No breach of contract or obligation to pay damages exists if the Seller is prevented from fulfilling its obligations by force majeure, in particular by laws, regulations, orders or other official measures, fire, storm, flood, accidents, strikes or other labour disputes, war and civil unrest, pandemics, or the lack of or impossibility to procure the necessary raw materials, fuel, electricity or means of transport, etc.

17. Buyer's right of return

- 17.1. The Buyer has no right of return.
- 17.2. In exceptional cases, defective or incorrectly delivered goods may be returned, taking into account the transfer of benefit and risk in accordance with clause 14 and after a legally valid notification of defects in accordance with clause 15, and with the prior written approval of the Seller.
- 17.3. The costs for returning any such goods shall be borne by the Buyer.
- 17.4. If the Seller authorises this return, the purchase contract shall be converted into a return contract covering the defective or incorrectly delivered goods, under which the goods/payments received under the purchase contract shall be returned/reimbursed.
- 17.5. Transport costs and other Ancillary Costs incurred by the Seller in connection with the delivery of the goods shall not be reimbursed.
- 17.6. In the event of incorrectly delivered goods, a deduction from the purchase price to be reimbursed or the invoice for any damage to or excessive wear and tear of the goods remains reserved.

- 17.7. The Seller may withhold reimbursement until it has received the goods back or until the Buyer has provided proof that it has returned the goods, whichever is the earlier.

18. Seller's right of recourse

If personal injury or damage to third-party property occurs through the active or passive acts or omissions of the Buyer or its auxiliary agents and any claims are brought against the Seller in any way for this reason, the Seller shall have an unrestricted right of recourse against the Buyer unless the Buyer proves that it or its auxiliary agents are not at fault.

19. Assignment and pledging

The Buyer may not assign or pledge the claims vested in it without the express written consent of the Seller. The Seller reserves the right to assign claims to third parties even without informing the Buyer.

20. Intellectual property rights

- 20.1. Any existing intellectual property rights to the delivered goods shall remain with the Seller in their entirety.
- 20.2. The Seller reserves all proprietary and intellectual property rights to offers and to technical documents such as drafts, drawings, descriptions, illustrations or the like. They must be returned immediately upon first request. Making use of them or making them available to third parties requires the prior written confirmation of the Seller.
- 20.3. In so far as the Seller has delivered items based on the drawings, models, samples or other documents furnished by the Buyer, the Buyer warrants that no intellectual property rights of third parties have been infringed. If a third party prohibits the Seller from manufacturing and supplying such items on the basis of its intellectual property rights, the Seller shall be entitled – without being obliged to examine the legal situation – to cease any further activity in this respect and to claim damages if the Buyer is at fault. The Buyer further undertakes to fully indemnify the Seller against all related third-party claims.
- 20.4. Copyrights, patents and trademark rights as well as know-how and practical experience, as also expressed in drawings and projects, shall remain the property of the Seller. They may not be reproduced, used or passed on to third parties without express permission.

21. Data protection

When processing the Buyer's data, the Seller undertakes to comply with the requirements of data protection law. Further information on how Buyer data is handled can be found in the Seller's separate privacy policy. This can be consulted at any time on the Seller's website and via the following link: <https://www.relianz.com/en/privacy-policy.htm>.

22. Further provisions

- 22.1. Should any provision of these General Terms and Conditions prove to be invalid or non-binding in whole or in part, this invalidity or non-binding nature shall be limited solely to the provision in question.
- 22.2. Any waiver by the Seller of its right to rely on any provision of these General Terms and Conditions may only be exercised in writing with a legally valid signature. If the Buyer has concluded a framework agreement with a group company of the Seller or regularly places orders with such a group company, any waiver of the application of these General Terms and Conditions shall apply exclusively to the individual order in question. The foregoing shall be without prejudice to any written agreements to the contrary.
- 22.3. The Buyer undertakes to treat as strictly confidential all information such as documents, programs, evaluations and any other know-how that is made available to Buyer under this agreement, comes to its knowledge or is otherwise disclosed to it for the duration of this agreement and for an unlimited period after its termination, regardless of whether such information constitutes a trade secret or not.

23. Governing law and jurisdiction

- 23.1. This legal relationship shall be governed exclusively by Swiss law, to the exclusion of choice of law clauses and the provisions of the Vienna Convention (United Nations Convention on Contracts for the International Sale of Goods, concluded in Vienna on 11 April 1980 [UN Sales Convention, Vienna Convention or CISG]).
- 23.2. Unless obligations, the transfer of risk, costs or other modalities are expressly specified in the order confirmation or these General Terms and Conditions, the provisions of CIP, Incoterms® 2020 from the International Chamber of Commerce (ICC) shall apply.
- 23.3. The courts of law at the registered office of Relianz AG shall have jurisdiction over all claims and disputes arising from or in connection with this agreement. However, the Seller also reserves the right to assert its rights at the place of the Buyer's registered office.