

General terms and conditions of sale EMISSA SA, for Machines

1. General

- 1.1. These general terms and conditions are an integral part of the contractual relationship between EMISSA SA and the customer. Any deviations or additional conditions are only valid if expressly agreed upon in writing.

2. Offer and order confirmation

- 2.1. Quotations issued by EMISSA SA are indicative, particularly regarding price, payment terms, and delivery times.
- 2.2. Quotations from EMISSA SA, whether provided verbally or by telephone, as well as any orders we receive, become binding only upon our written confirmation or upon delivery of the products.
- 2.3. All offers are valid for 1 month (one month) from the date of issuance, unless otherwise specified in the written offer.
- 2.4. Orders submitted by customers constitute offers that require acceptance by EMISSA SA.

3. Order cancellation or modification

- 3.1. All orders placed with EMISSA SA are firm and final. Exceptions may be made at the written request of the customer, but only with the express agreement of EMISSA SA and depending on the actions already undertaken.
- 3.2. Any modifications requested after the approval of plans will be subject to a surcharge. These modifications may result from incomplete information provided at the time of the order or from changes requested by the customer after the order has been placed.

4. Price

- 4.1. Unless otherwise specified in the offer, order confirmation, or sales contract, prices are quoted in Swiss francs (CHF), exclusive of VAT, and based on ex works (Ex-Works / EXW Le Locle) terms.
- 4.2. The only valid prices are those specified in the concluded contract or our order confirmation.
- 4.3. EMISSA SA reserves the right to adjust prices at any time and without prior notice in response to changes in market conditions, particularly increases in supplier, raw material, and/or energy costs. The customer will be informed of any such adjustments in writing as soon as possible.

5. Minimum invoice amount

- 5.1. The minimum order value per delivery is CHF 200 (two hundred Swiss francs). For orders below this amount, a surcharge will be applied to meet the minimum order requirement.

6. Delivery terms

- 6.1. Delivery dates are established based on a careful assessment; however, they are only binding if a fixed date has been expressly agreed upon and confirmed in writing in the order confirmation.
- 6.2. Delivery dates are quoted on an ex works basis (Ex Works / EXW, Le Locle).
- 6.3. Partial deliveries are permitted and agreed upon between the customer and EMISSA SA.
- 6.4. Subject to the above, EMISSA SA commits to delivering the agreed products to the customer on or before the specified date in the order confirmation, and the customer agrees to receive and pay for the products at that time.
- 6.5. Delivery deadlines will be extended by a reasonable period when EMISSA SA is affected by unavoidable circumstances. Examples of such circumstances include health crises, war, riots, significant operational disruptions, accidents, industrial disputes, or delays/defects in raw material supply due to administrative measures. The customer will be notified in writing as soon as possible.
- 6.6. Claims for damages arising from delayed or canceled deliveries are expressly excluded. However, discussions may be initiated between the customer and EMISSA SA to explore alternative solutions or agree upon compensation appropriate to the circumstances.
- 6.7. Delays do not entitle the customer to withdraw from the contract.

7. Transfer of risk

- 7.1. Unless otherwise specified in the order confirmation, the risk transfers to the customer when the goods leave the seller's factory.
- 7.2. This includes liability for any loss or damage that may occur during transport or handling of the goods.
- 7.3. The customer assumes all risks and is responsible for transportation and related costs from the seller's factory to the goods' final

destination.

8. Shipping, Transport, and Insurance

- 8.1. Unless otherwise agreed, the costs of shipment to the customer's premises and packaging shall be borne by the customer, with delivery made on an ex works basis from Le Locle, in accordance with Incoterms Ex-Works (EXW).
- 8.2. The customer must inform the supplier in advance of any special requirements regarding shipment, transport, or transport insurance. The customer assumes the transport risk and any additional costs arising from these specific requirements.
- 8.3. Any additional charges for special packaging or transport will be invoiced separately.
- 8.4. Upon receipt of deliveries or transport documents, the customer is responsible for promptly notifying the last carrier of any complaints regarding shipment or transport issues.
- 8.5. If the customer wishes to insure risks beyond transport, they are responsible for arranging and bearing the cost of any additional insurance policies.
- 8.6. The customer is responsible for unloading and installation of the products.

9. Packaging

- 9.1. EMISSA SA does not take back packaging Payments

10. Payments

- 10.1. Payments are due strictly net within 60 days (sixty days) from the invoice date, unless otherwise agreed in writing.
- 10.2. Payment must be made in the agreed-upon currency.
- 10.3. Deductions of any kind are not permitted. Any applicable discounts will be specified in the offer.
- 10.4. The customer may not withhold payment or offset the amount due with any counterclaim not recognized by EMISSA SA.
- 10.5. If there are concerns about the customer's solvency or if the customer is in arrears, EMISSA SA reserves the right to request securities, advance payments, or to withdraw partially or fully from the sales contract.
- 10.6. EMISSA SA is entitled to withhold deliveries for any overdue invoices.
- 10.7. In the event of late payment, default interest of 10% p.a. (ten percent per annum) will be automatically charged from the due date, without the need for a reminder. EMISSA SA also reserves the right to claim additional damages resulting from the delayed payment.
- 10.8. From the second reminder onwards, a processing fee of CHF 50 (fifty Swiss francs) will be charged per reminder, in addition to the default interest.

11. Reservation of title

- 11.1. EMISSA SA retains ownership of the entire delivery until full payment has been received. By signing the order or contract, the customer authorizes EMISSA SA to record this reservation of ownership in the public register and to complete all necessary formalities, at the customer's expense. While this reservation of ownership is in effect, the customer is responsible for maintaining the delivery in good condition and for insuring it, on behalf of EMISSA SA, against risks such as theft, breakage, fire, water damage, and other hazards, at their own expense.
- 11.2. Goods that have not been fully paid for may not be sold, pledged, or encumbered by third parties. Any sale within the scope of the customer's regular activities requires the prior written consent of EMISSA SA.
- 11.3. EMISSA SA retains all copyrights and ownership rights to quotations, projects, drawings, and other supplied documents. These materials may not be reproduced, used, or shared with third parties without the express permission of EMISSA SA.
- 11.4. In the event of order non-confirmation, all drawings and related documents associated with the offer must be promptly returned upon request. The customer is not authorized to use these documents in any manner.

12. Catalogs

- 12.1. All catalogs and data sheets provided by EMISSA SA are for informational purposes only and are subject to changes in design, technical specifications, and execution.

13. **Warranty**

- 13.1. The warranty period is 12 months (twelve months) from the date of final acceptance, but no more than 15 months (fifteen months) from the date of delivery, with no limitation on operating hours.
- 13.2. If shipment, completion of assembly, or implementation of the acceptance procedure is delayed for reasons not attributable to EMISSA SA, the warranty period shall expire no later than 18 months (eighteen months) after the notice informing the buyer that the delivery is ready for shipment.
- 13.3. For delivery components replaced or repaired during the warranty period, the warranty period is 6 months (six months) from delivery, but at least until the end of the warranty on the corresponding machine. If the replacement is performed by an EMISSA SA technician, this warranty period is extended to 12 months (twelve months) from the date of replacement.
- 13.4. The warranty period for wear parts and tooling is specified in the order confirmation; if not stated, no specific time duration or usage duration is guaranteed.
- 13.5. The right to warranty expires prematurely if the buyer or a third party carries out improper modifications or repairs, or if the buyer, in the event of a defect, does not take appropriate measures to minimize the resulting damage or fails to give the supplier the opportunity to remedy it.
- 13.6. Upon written notification from the buyer, EMISSA SA, at its discretion, will repair or replace free of charge, as quickly as possible, any elements of its deliveries that are proven to have become defective before the warranty expires due to poor materials, faulty design, or defective manufacturing. Replaced parts and machine components become the property of EMISSA SA.
- 13.7. Only qualities explicitly described as such in the order confirmation are considered as guaranteed. These qualities are warranted at the latest until the warranty expiration. The promised qualities are deemed achieved once proof of these qualities has been provided during the acceptance procedure.
- 13.8. If the promised qualities are not met or only partially met, the buyer may require EMISSA SA to carry out improvements within a reasonable period; the buyer shall allow EMISSA SA the necessary time and opportunity to do so. Si l'amélioration échoue ou n'est que partiellement satisfaisante, l'acheteur peut exiger une réduction équitable du prix.
- 13.9. If the improvement fails or is only partially satisfactory, the buyer may request a fair reduction in price.
- 13.10. If the defect is severe enough that it cannot be remedied within a reasonable period, and if the delivered items cannot be used for their intended purpose or only in a significantly reduced manner, the buyer may refuse acceptance of the defective items. EMISSA SA is only obligated to refund the amounts paid for the affected items in case of contract termination.
- 13.11. The warranty and liability of EMISSA SA are excluded for damages that cannot be proven to result from defective materials, faulty design, or defective manufacturing. This includes damages due to natural wear and tear, insufficient maintenance, failure to follow usage instructions, excessive strain, use of inappropriate materials, chemical or electrolytic influences, manufacturing or assembly work not performed by EMISSA SA, as well as other causes not attributable to EMISSA SA.
- 13.12. Instructions, prescriptions, indications, descriptions, specifications, or other information contained in documents, brochures, digital files, and other materials provided by EMISSA SA to the buyer in connection with the contract, as well as any subsequent revisions communicated by EMISSA SA, must be strictly followed. Non-compliance results in the immediate termination of the EMISSA SA warranty and releases it from any liability. This applies, among other things, but not exclusively, to control procedures, descriptions, specifications, and other documents regarding installation, commissioning, safety, usage, and maintenance.
- 13.13. All information provided regarding the suitability and use of our products is given to the best of our knowledge but without warranty and does not exempt the customer from conducting their own tests and trials.
- 13.14. In the event of defective products, EMISSA SA shall not, under any circumstances or conditions, be liable for any business losses resulting from downtime or unavailability of the goods.

14. **Place of performance**

- 14.1. The place of performance for payments is the headquarters of EMISSA SA, located at Jambé-Ducommun 18, 2400 Le Locle, Switzerland.

15. **Place of jurisdiction**

- 15.1. The place of jurisdiction is Neuchâtel, CH-2000, Switzerland.

- 15.2. The contractual partners of EMISSA SA expressly waive any other place of jurisdiction.

- 15.3. EMISSA SA reserves the right to file a complaint at the customer's headquarters.

16. **Applicable law**

- 16.1. Swiss law shall exclusively apply, particularly the Swiss Code of Obligations.
- 16.2. In international relations, the application of the Vienna Convention (RS 0.221.211.1) is excluded.

17. **Acknowledgement of GTC**

- 17.1. The customer expressly acknowledges having read and accepted these General Terms and Conditions (GTC).

Only the French text is legally binding

Version 1.0 of January 13, 2025

General terms and conditions of sale EMISSA SA, for spare parts

1. General

- 1.1. These general terms and conditions are an integral part of the contractual relationship between EMISSA SA and the customer. Any deviations or additional conditions are only valid if expressly agreed upon in writing.

2. Offer and order confirmation

- 2.1. Quotations issued by EMISSA SA are indicative, particularly regarding price, payment terms, and delivery times.
- 2.2. Quotations from EMISSA SA, whether provided verbally or by telephone, as well as any orders we receive, become binding only upon our written confirmation or upon delivery of the products.
- 2.3. All offers are valid for 1 month (one month) from the date of issuance, unless otherwise specified in the written offer.
- 2.4. Orders submitted by customers constitute offers that require acceptance by EMISSA SA.

3. Order cancellation or modification

- 3.1. All orders placed with EMISSA SA are firm and final. Exceptions may be made at the written request of the customer, but only with the express agreement of EMISSA SA and depending on the actions already undertaken.
- 3.2. If the customer were to reduce or cancel the order for reasons not attributable to EMISSA SA, EMISSA SA will invoice the customer (invoices payable according to the current payment terms) as follows:
 - A. Flat Fees:
 - Order Reduction: A flat fee of one hundred Swiss francs (CHF 100) to cover administrative costs.
 - Order Cancellation: A flat fee of two hundred Swiss francs (CHF 200) to cover administrative costs.
 - B. Additional Fees :
 - If the reduction or cancellation of the order impacts the pricing based on quantity or any possible volume discounts, EMISSA SA will charge the corresponding difference.
 - If the items whose quantities have been reduced or cancelled are not in stock at EMISSA SA (e.g., large quantities, non-standard items, or special parts), and the reduction or cancellation is received by EMISSA SA after it has already initiated the procurement or manufacturing of these items from a subcontractor or internally, EMISSA SA will charge 50% of the price of the cancelled part of the order or the price of the reduced quantity of items.

4. Price

- 4.1. Unless otherwise specified in the offer, order confirmation, or sales contract, prices are quoted in Swiss francs (CHF), exclusive of VAT, and based on ex works (Ex-Works / EXW Le Locle) terms.
- 4.2. The only valid prices are those specified in the concluded contract or our order confirmation.
- 4.3. EMISSA SA reserves the right to adjust prices at any time and without prior notice in response to changes in market conditions, particularly increases in supplier, raw material, and/or energy costs. The customer will be informed of any such adjustments in writing as soon as possible.

5. Minimum invoice amount

- 5.1. The minimum order value per delivery is CHF 200 (two hundred Swiss francs). For orders below this amount, a surcharge will be applied to meet the minimum order requirement.

6. Delivery terms

- 6.1. Delivery dates are established based on a careful assessment; however, they are only binding if a fixed date has been expressly agreed upon and confirmed in writing in the order confirmation.
- 6.2. Delivery dates are quoted on an ex works basis (Ex Works / EXW, Le Locle).
- 6.3. Partial deliveries are permitted and agreed upon between the customer and EMISSA SA.
- 6.4. Subject to the above, EMISSA SA commits to delivering the agreed products to the customer on or before the specified date in the order confirmation, and the customer agrees to receive and pay for the products at that time.
- 6.5. Delivery deadlines will be extended by a reasonable period when EMISSA SA is affected by unavoidable circumstances. Examples of such circumstances include health crises, war, riots, significant operational disruptions, accidents, industrial disputes, or

delays/defects in raw material supply due to administrative measures. The customer will be notified in writing as soon as possible.

- 6.6. Claims for damages arising from delayed or canceled deliveries are expressly excluded. However, discussions may be initiated between the customer and EMISSA SA to explore alternative solutions or agree upon compensation appropriate to the circumstances.
- 6.7. Delays do not entitle the customer to withdraw from the contract.

7. Transfer of risk

- 7.1. Unless otherwise specified in the order confirmation, the risk transfers to the customer when the goods leave the seller's factory.
- 7.2. This includes liability for any loss or damage that may occur during transport or handling of the goods.
- 7.3. The customer assumes all risks and is responsible for transportation and related costs from the seller's factory to the goods' final destination.

8. Shipping, Transport, and Insurance

- 8.1. Unless otherwise agreed, the costs of shipment to the customer's premises and packaging shall be borne by the customer, with delivery made on an ex works basis from Le Locle, in accordance with Incoterms Ex-Works (EXW).
- 8.2. The customer must inform the supplier in advance of any special requirements regarding shipment, transport, or transport insurance. The customer assumes the transport risk and any additional costs arising from these specific requirements.
- 8.3. Any additional charges for special packaging or transport will be invoiced separately.
- 8.4. Upon receipt of deliveries or transport documents, the customer is responsible for promptly notifying the last carrier of any complaints regarding shipment or transport issues.
- 8.5. If the customer wishes to insure risks beyond transport, they are responsible for arranging and bearing the cost of any additional insurance policies.
- 8.6. The customer is responsible for unloading and installation of the products.

9. Packaging

- 9.1. EMISSA SA does not take back packaging Payments

10. Payments

- 10.1. Payments are due strictly net within 60 days (sixty days) from the invoice date, unless otherwise agreed in writing.
- 10.2. Payment must be made in the agreed-upon currency.
- 10.3. Deductions of any kind are not permitted. Any applicable discounts will be specified in the offer.
- 10.4. The customer may not withhold payment or offset the amount due with any counterclaim not recognized by EMISSA SA.
- 10.5. If there are concerns about the customer's solvency or if the customer is in arrears, EMISSA SA reserves the right to request securities, advance payments, or to withdraw partially or fully from the sales contract.
- 10.6. EMISSA SA is entitled to withhold deliveries for any overdue invoices.
- 10.7. In the event of late payment, default interest of 10% p.a. (ten percent per annum) will be automatically charged from the due date, without the need for a reminder. EMISSA SA also reserves the right to claim additional damages resulting from the delayed payment.
- 10.8. From the second reminder onwards, a processing fee of CHF 50 (fifty Swiss francs) will be charged per reminder, in addition to the default interest.

11. Reservation of title

- 11.1. EMISSA SA retains ownership of the entire delivery until full payment has been received. By signing the order or contract, the customer authorizes EMISSA SA to record this reservation of ownership in the public register and to complete all necessary formalities, at the customer's expense. While this reservation of ownership is in effect, the customer is responsible for maintaining the delivery in good condition and for insuring it, on behalf of EMISSA SA, against risks such as theft, breakage, fire, water damage, and other hazards, at their own expense.
- 11.2. Goods that have not been fully paid for may not be sold, pledged, or encumbered by third parties. Any sale within the scope of the customer's regular activities requires the prior written consent of EMISSA SA.

- 11.3. EMISSA SA retains all copyrights and ownership rights to quotations, projects, drawings, and other supplied documents. These materials may not be reproduced, used, or shared with third parties without the express permission of EMISSA SA.
- 11.4. In the event of order non-confirmation, all drawings and related documents associated with the offer must be promptly returned upon request. The customer is not authorized to use these documents in any manner.

12. Catalogs

- 12.1. All catalogs and data sheets provided by EMISSA SA are for informational purposes only and are subject to changes in design, technical specifications, and execution.

13. Warranty

- 13.1. EMISSA SA guarantees that the parts comply with EMISSA SA's order confirmation, are free from defects in design, construction, assembly, or material, and can be used under normal conditions, provided that the instructions provided by EMISSA SA are followed.
- 13.2. The warranty period is 6 months (six months) from the delivery of the parts. The warranty period for parts replaced by EMISSA SA's after-sales service is 12 months (twelve months) from installation. Wear parts, unless otherwise stated in the order confirmation, are not covered by any warranty.
- 13.3. At EMISSA SA's discretion, the warranty covers either free repair of the parts or their free replacement. Defects must be detectable and must be accepted by EMISSA SA; for this, the return of defective parts to EMISSA SA for exchange is at the customer's expense and risk.
- 13.4. All other claims are expressly excluded, including those for damages, whether direct, indirect, or consequential, loss of production, lost profits, etc., as well as the customer's right to reduce or cancel the order or any other order, as confirmed. The case of gross negligence by EMISSA SA is reserved.
- 13.5. The warranty does not cover damage resulting from normal wear and tear, improper handling or storage, lack of maintenance, excessive use, or failure to follow the usage instructions.
- 13.6. Any direct intervention, repair, modification, or alteration made by the customer or a third party to the parts after they have left EMISSA SA, without prior written consent from EMISSA SA, will terminate EMISSA SA's warranty on the corresponding parts.

14. Return of Parts by the Customer

- 14.1. In the case of standard, new, and perfectly intact parts that are not obsolete and have been delivered by EMISSA SA within the past 30 days (thirty days), the customer may suggest to EMISSA SA that they be returned. However, EMISSA SA is not obliged to accept this. If EMISSA SA accepts, all return shipping costs and risks will be borne by the customer. EMISSA SA will credit the customer with the net price (after deduction of packaging, transport, insurance, customs duties, etc.) the customer originally paid, less a 25% (twenty-five percent) reduction, but no less than two hundred Swiss francs (CHF 200) for administrative fees. Non-standard parts will not be accepted for return.

15. Standard Exchange

- 15.1. A standard exchange refers to the replacement of a part, subassembly, or module with the same item, which, however, is not new but duly refurbished by EMISSA SA and covered by the same warranty and specifications as a new item, at a more favorable price.
- 15.2. EMISSA SA does not guarantee to always have such items in stock or to be able to deliver them.
- 15.3. The defective item being exchanged must be returned to EMISSA SA in a repairable condition, with shipping, packaging, and insurance costs borne by the customer. Costs related to customs duties, importation, or other taxes will be covered by EMISSA SA. The return must be made within 30 days (thirty days) following the delivery of the exchange item. If these conditions are not met, EMISSA SA will not process the credit corresponding to the difference between the billed price at delivery and the buy-back price for the defective item.

16. Customer Default; Non-performance by the Customer; Deterioration of Financial Situation

- 16.1. If the customer fails to fulfill one or more of their obligations to EMISSA SA, or if EMISSA SA has placed the customer in default and the customer does not resolve the issues within the time limit set by EMISSA SA, or if, during the execution of the order, EMISSA SA notices that the customer's situation is at risk of deteriorating or has already deteriorated, EMISSA SA may request the customer to provide guarantees or advances. Until such guarantees or advances are received, EMISSA SA may, at its discretion, without entitling the

customer to any compensation, reduce the order, suspend its execution, or even cancel it. Any resulting costs for EMISSA SA will be invoiced to the customer.

17. Force majeure

- 17.1. If, due to a force majeure event, the shipment of the parts becomes impossible, the parties will consult with each other to find a balanced solution.

18. Place of performance

- 18.1. The place of performance for payments is the headquarters of EMISSA SA, located at Jambe-Ducommun 18, 2400 Le Locle, Switzerland.

19. Place of jurisdiction

- 19.1. The place of jurisdiction is Neuchâtel, CH-2000, Switzerland.
- 19.2. The contractual partners of EMISSA SA expressly waive any other place of jurisdiction.
- 19.3. EMISSA SA reserves the right to file a complaint at the customer's headquarters.

20. Applicable law

- 20.1. Swiss law shall exclusively apply, particularly the Swiss Code of Obligations.
- 20.2. In international relations, the application of the Vienna Convention (RS 0.221.211.1) is excluded.

21. Acknowledgement of GTC

- 21.1. The customer expressly acknowledges having read and accepted these General Terms and Conditions (GTC).
- 21.2.

Seul le texte en français a valeur juridique

Version 1.0 du 13 janvier 2025