

General Terms and Conditions of Sale

HANDLING services

Our goal in drawing up these General Terms and Conditions is to inform our customers, as well as those who would like to become our customers, of the principles to which we are committed and that will allow for successful cooperation between our companies.

Our values: Honesty – Integrity – Fairness

Unless otherwise expressly agreed in writing, the General Terms and Conditions currently in effect apply and can be viewed at www.friderici.com. The arbitral tribunal and the legal venue are those within the jurisdiction in which our registered office is located. Swiss Law alone applies. Friderici Spécial SA is referred to hereafter as the “contractor” or “handler”.

1. Purpose of the agreement

Le contrat porte sur l'exécution de travaux de manutention. Il est fait référence ici exclusivement au mouvement d'objets et de biens par des équipements spécifiques de manutention industrielle.

2. Obligations of the ordering party

(the “customer”)

a) Goods to be handled

Before the work is performed, the ordering party must inform the contractor of all relevant information and specifics required to perform the agreement easily and safely.

In particular, the ordering party is bound by an obligation to cooperate as defined below. To comply with said obligation in accordance with the regulations, the ordering party must appoint a person who will be responsible for providing all necessary information and instructions to the team leader and his or her representatives. This person must, in this regard, contribute to all appropriate measures being taken in order to ensure the work is performed safely and with no risk of an accident.

The contractor has signed the SUVA Safety Charter. A pillar of this occupational safety charter is the STOP measure, which is a reference in our sector. So, if work is expected of the handler and his or her safety is not

guaranteed, the contractor must cease the work immediately and no action may be taken against it in this regard.

b) Required information:

- Number of packages
- Type of goods
- Actual net weight
- Load distribution
- Bulkiness/dimensions
- Specific characteristics of the goods to be handled
- Sliding requirements
- Potential instructions on deadlines
- Other handling specifics that must be taken into consideration, such as high-risk/hazardous goods, notifications, reimbursements, discreet processing, temperature sensitivity.

More particularly, the **nature of the goods** in terms of any hazards (items that are inflammable, explosive, radioactive or hazardous in any way, etc.) must be expressly indicated in writing when the work order is placed. This list is not exhaustive.

c) Preparation/ packing

The customer is responsible for properly preparing and packing the goods/machines to be handled. The areas required for the handling operations must be provided for, and the mobile parts must be attached; liquids or gases must be emptied.

d) Access and work area

Handling is an operation that may involve significant logistics and a large quantity of equipment. The customer must ensure that the operations can take place in absolute safety; careful attention is taken with regard to the soil and subsoil resistance and load-bearing structures, as well as potential encroachments on public property (sidewalks and traffic routes).

The contractor must be specifically informed if the handling tasks must be performed in a specific environment (high-voltage lines, railway lines, public

property, etc.). The ordering party will take the measures required, in particular safety measures, in a timely fashion (power shutdown, contacting the operator, etc.).

Regarding handling operations, the personnel and vehicles must have enough space to manoeuvre. No person may be present on the site of the operations. Where applicable, the area in which the operations take place must be marked out. The contractor undertakes to mark out the work area. The ordering party undertakes to secure the traffic areas to be retained (for pedestrians and/or vehicles). At the ordering party's request, the handler may be asked to provide the supervisory personnel needed to manage the traffic.

The customer provides the handler with this information before the work is performed. The customer is responsible for the accuracy of the information provided. The handler may attend the site first and visualize the planned location and accesses; the customer expressly authorizes the handler to gain access thereto.

3. Obligations of the contractor

("Friderici", "handler")

The handler undertakes to provide the customer or third parties, depending on the agreement:

- Up-front, with all information related to the operation to ensure it runs smoothly (description of the process, impact on the existing environment, surface area, installation plan, etc.)
- On the agreed date, with the appropriate handling equipment to fulfil the order, as well as the qualified labour required

4. Responsibility of the ordering party

(the "customer")

The ordering party is responsible for its own errors and omissions and those of its hired or auxiliary personnel it calls upon, notably for all damage and consequences thereof due to:

- Inaccurate or incomplete information on the object to be handled
- Inaccurate or incomplete information on the soil resistance for traffic and installations
- Insufficient packing or preparation of the object
- Insufficient attachment points or supports points on the goods to be handled
- Absence of or insufficient authorizations

5. Responsibility of the contractor

("Friderici"/"handler")

The handler declines all responsibility for any indirect financial damage not related to the good handled, such

as operating losses, downtime costs or depreciation post-repair.

The handler may not be held responsible for potential consequences relating to an interruption in the handling operation or if the operation cannot be performed due to unfavourable weather conditions (strong winds, freezing, etc.).

It may also invoice the downtime of the team in an amount of up to 70% of the work to be performed. Such an interruption in the work decided by the handler for safety reasons may in no circumstance be called into question by the customer.

6. Safety objectives:

Our technical salespeople are at your disposal to manage the following aspects:

- Operations in the presence of power lines
- Operations in the presence of other lifting machinery
- Operations on public property
- Stability of our vehicles
- Concurrent work

These five topics are subject to legal and administrative requirements, and all of them are covered by SUVA directives.

In the absence of a visit from our technical salesperson or specific information from you, we take the position that you are responsible for the management of these situations, where applicable.

If these situations are not supervised, our personnel will cease their activities until the proper processes are implemented within appropriate timelines.

For information:

- Operations in the presence of power lines: notice of a number of working days to the owner/operator
- Operations in the presence of other lifting machinery: technical/organizational measures in agreement with the different parties involved
- Operations on public property: notice of a number of working days to the competent authority, along with a meeting with the police authorities on site
- Stability of our vehicles: soil resistance data to be provided to us to adapt the load distribution plan
- Concurrent work:
 - Between machines: an agreement to be signed
 - With personnel: to be agreed with site management

7. Insurance for the goods handled

Regarding transport, handling and lifting in **Switzerland**, we work according to Art. 440 *et seq.* of the Swiss Code of Obligations (CO), amended in accordance with the latest version in effect of ASTAG's terms.

- Transport subject to the terms of ASTAG/CO in Switzerland: CHF 15.00 per gross kg.
- Maximum amount per transport, handling or lifting operation: CHF 40,000.00.

Subject to the law or any other written agreements, and as long as it is responsible therefor, the handler insures each incident for a maximum single amount of CHF 40,000.00 in the course of its business.

The handler advises entering into an "all risk" insurance contract. If the handler is called upon to take out this insurance on behalf of the customer, the customer must inform the handler thereof in writing sufficiently in advance so that it may do so before the operations begin. The handler may not be held responsible when no fault can be attributable to it.

The handler may only be held responsible for those matters defined in the laws and terms of these General Terms and Conditions.

8. Third-party liability insurance

("Friderici"/"handler")

The handler has third-party liability insurance.

9. Prices/invoicing

Unless otherwise agreed in writing, all the prices are net, and exclude discounts and VAT. Potential additional costs for fuel, authorizations, support, etc., are invoiced separately. Invoices are payable within 30 days. Any discount and/or other deduction is the subject of re-invoicing.

10. Disclosure requirement

Potential damage observed and reservations the customer submits must be the subject of a written indication on the work order signed by the customer or its representative at the time of the lifting operation. Potential damage that is not observed during the operations are disclosed to the lifting service provider by registered letter within the seven days that follow the operations.

11. Applicable law and jurisdiction

For all disputes related to a lifting operation performed by the lifting service provider, the jurisdiction is that of the transporter's head office, and Swiss law applies, in particular the legal provisions relating to the law governing transportation of goods contracts.

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Exceptional is in our DNA