

General Terms and Conditions of Sale

LIFTING 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 “lifting service provider”.

1. Purpose of the agreement

The agreement relates to the performance of lifting services. Herein, reference is made exclusively to the moving of objects and goods hung from a hook.

2. Obligations of the ordering party

[the “customer”]

a) Goods to be lifted

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 crane operator and his or her representatives. This person must, in this regard, contribute to all appropriate measures being taken 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 crane operator and his or her safety is not

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

The lifting of a person, with or without a load, using a self-propelled crane is prohibited; exceptions to this rule require the prior authorization of SUVA.

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 lifting 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 lifting service order is placed. This list is not exhaustive.

c) Mobile crane access and work area

Mobile cranes are heavy and large machinery. The customer must ensure that they can be used in absolute safety; careful attention is taken regarding the soil and subsoil resistance for the mobile crane's access and securement.

The contractor must be specifically informed if the crane operator's tasks must be performed in a specific environment (high-voltage lines, railway lines, public property, etc.). The ordering party will take the measures required, safety measures, in a timely fashion (power shutdown, contacting the operator, etc.).

Regarding mobile crane operations, the vehicle must have enough space to manoeuvre. No person may be present under the load to be lifted. Where applicable, the area in which the crane operates must be cleared. The lifting service provider undertakes to mark out the perimeter of its machine (chocking + counterweight radius). The ordering party undertakes to secure the overswing of loads. At the ordering party's request, the lifting service provider may be asked to provide the supervisory personnel needed to manage the overswing of loads.

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

d) Preparation/packing

The customer is responsible for properly preparing and packing the goods to be lifted. The bindings/fastenings required for the lifting operations must be provided for, and the mobile parts must be attached; the liquids or gases must be emptied.

e) Slings equipment

The ordering party ensures that the equipment not provided by the contractor complies with technical and legal requirements. Only unaltered slings with the capacity suitable for the load to be lifted are allowed.

f) Insurance

The customer must refer to the contractor's terms and conditions regarding insurance set out in paragraph 7.

3. Obligations of the contractor ("Friderici", ["Friderici / lifting service provider"])

The lifting service provider 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 implemented, loads with support for the soil and subsoil resistance, surface area, installation plan, etc.).
- On the agreed date, with the appropriate lifting vehicle 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 load to be lifted
- Inaccurate or incomplete information on the soil resistance for traffic and the installation
- Insufficient packing or preparation of the goods
- Defects in the lifting points (capacity and/or quantity) of the goods to be lifted
- Slings defects (if provided)
- Absence of or insufficient authorizations

5. Responsibility of the contractor ["Friderici / lifting service provider"]

The lifting service provider declines all responsibility for any indirect financial damage not related to the item lifted, such as operating losses, downtime costs or depreciation post-repair.

The lifting service provider declines all responsibility in the event of a late arrival on site or a postponement of operations required due to a breakdown of the mobile crane or a delay in obtaining the authorizations required from the relevant authorities.

The lifting service provider may not be held responsible for potential consequences relating to an interruption in a lifting 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 mobile crane in an amount of up to 70% of the work to be performed. Such an interruption in the work decided by the lifting service provider for safety reasons may in no circumstance be questioned 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: Must be announced to the public transport company 1 month in advance. If it's TPF 6 weeks in ahead of the transport.
- Operations in the presence of other lifting machinery: technical/organizational measures in agreement with the different parties involved
- Operations on public property: the number of working days must be discussed and approved by the authorities in advance.
- 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 lifted

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 therefore the lifting service provider insures each incident for a maximum single amount of CHF 40,000.00 during its business.

The lifting service provider advises entering an "all risk" insurance contract. If the lifting service provider is called upon to take out this insurance on behalf of the customer, the customer must inform the lifting service provider thereof in writing sufficiently in advance so that it may do so before the operations begin.

The lifting service provider may not be held responsible when no fault can be attributable to it.

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

8. Third-party liability insurance

["Friderici / lifting service provider"]

The lifting service provider 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 reinvoicing.

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 operations. 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 lifting service provider's head office; the language is French, and Swiss law applies, the legal provisions relating to the law governing transportation of goods contracts.

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Exceptional is in our DNA