

General Terms and Conditions of Sale

TRANSPORT 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 “carrier” or “forwarder”.

1. Purpose of the agreement

The agreement relates to the performance of transport services. Herein, reference is made exclusively to the transport of goods by land.

2. Obligations of the ordering party [the “customer”]

The ordering party 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 driver 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..

a) Goods to be transported

Before the work is performed, the customer must have provided Friderici with all relevant practical information to ensure that Friderici can perform its work in absolute safety, such as:

- Exact names and addresses for the loading and unloading locations
- Number of packages
- Type of goods
- Actual net weight

- Bulkiness/dimensions
- Potential instructions on deadlines
- Other specifics regarding loading, transport or unloading that must be taken into consideration, such as high-risk/hazardous goods, notifications, reimbursements, discreet processing, temperature sensitivity.

This list is not exhaustive.

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 transport order is placed. This list is not exhaustive.

b) Loading and unloading

The shipper or the consignee, potentially with the help of the driver, if necessary, is responsible for loading and unloading operations. If the customer and carrier agree that the driver is to load or unload him or herself, the carrier is responsible therefor.

c) Preparation/packing

The customer is responsible for properly preparing and packing the goods transported. They must be protected in packaging that is sufficient to ensure that the transport does not cause any damage. For goods contained in closed packages and whose perfect condition and integrity cannot be checked, no right to compensation for potential damage may be claimed.

d) Vehicle access and traffic

The combination of vehicles includes heavy and large-size vehicles. The customer must ensure that they can be used in absolute safety; careful attention is taken with regard to the soil and subsoil resistance and the size of access points.

The contractor must be specifically informed if the transport must take place 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.).

For access and manoeuvring phases, the vehicle must have enough space. No person may be present within range. Where applicable, the area in which the vehicle manoeuvres must be reserved and marked out. The carrier undertakes to guide its vehicle as it manoeuvres and to mark out the perimeter of its vehicle when it is at a standstill. The ordering party undertakes to ensure the potential circulation of traffic is safe.

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

3. Obligations of the contractor

["Friderici", "carrier"]

The carrier 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 vehicle, load distribution to the axles for the soil and subsoil resistance, schedule, etc.).
- On the agreed date, with the appropriate vehicle to fulfil the order, as well as the qualified labour required (loading assistance, guiding).

4. Responsibility of the contractor

["Friderici", "carrier"]

Regarding transport 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.

Regarding international transport in **Europe**, when the place of collection and the place of delivery are located in two different countries, the Convention on the Contract for the International Carriage of Goods by Road (CMR) applies.

If these values are exceeded, the carrier advises the customer to enter into a specific insurance contract.

The carrier exclusively compensates damage caused directly to the object transported up to its replacement value. It declines all responsibility for any indirect financial damage not related to the items transported, such as operating losses, compensation for delays or depreciation post-repair.

Similarly, it declines all responsibility for delays of any nature during the collection or delivery of the goods. The same applies to a late arrival on site or a postponement of the transport required to obtain the required authorizations from the relevant authorities..

5. Responsibility of the forwarder

["Friderici / forwarder"]

For all forwarding activities, we work according to Art. 439 of the Swiss Code of Obligations (CO), amended by the latest version in effect of the Framework Conditions of SPEDLOGSWISS – the Association of Swiss Freight Forwarding and Logistics Companies.

In the event damage occurs for which we are responsible under the terms referred to above, our responsibility is limited to the amounts indicated in the SPEDLOGSWISS, notably:

- SDR 8.33 per gross kg (i.e. apx. CHF 11.00 per gross kg, depending on the exchange rate)
- Maximum amount per incident: SDR 20,000.00 (i.e. apx. CHF 26,000.00, depending on the exchange rate)

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 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 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 transported

For transport in **Switzerland**

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

For international transport in **Europe**

- Transport subject to the CRM: SDR 8.33 per gross kg (i.e. apx. CHF 10.00 per gross kg, depending on the exchange rate)

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

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

The carrier may not be held responsible when no fault can be attributable to it.

The carrier 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", "carrier"]

The carrier has third-party liability insurance.

9. Prices/invoicing

Unless otherwise previously 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 10 days. Any discount and/or other deduction is the subject of re-invoicing. The gross weight is invoiced, with a minimum base per pallet. However, in the case of bulky or large goods that cannot be stacked, invoices will be based on the surface/volume. The maximum loading and unloading time is 10 minutes per 1000 kg. Additional time

will be invoiced. The GU calculation base in effect will apply.

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 loading/unloading. Potential damage that is not observed during the operations are disclosed to the carrier by registered letter within the seven days that follow the transport operation.

11. Applicable law and jurisdiction

For all disputes related to a transport operation performed by the carrier, the jurisdiction is that of the carrier'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