

## 1. Scope of application

1.1. Present General Terms and Conditions (hereinafter "conditions") apply to all supplies and services rendered by Kisling (Switzerland) AG, Motorenstrasse 102, 8620 Wetzikon (hereinafter: "Kisling CH") even if they are not referred to in subsequent contracts. These conditions apply exclusively. Conflicting, additional or deviating terms and conditions of the Customer shall not become part of the contract unless KISLING CH expressly agreed to their validity in writing. These conditions shall apply even if KISLING CH accepts a delivery or service from the customer without reservations whilst being aware of the customer's conflicting or deviating terms and conditions.

1.2. Additional or deviating agreements to these conditions, made between KISLING CH and the customer for the execution of a contract, must be recorded in writing in the contract. This shall also apply to the waiver of present written form requirement.

1.3. Any rights beyond these conditions to which KISLING CH is entitled by law shall remain unaffected.

## 2. Quotation and conclusion of contract

2.1. Quotations issued by KISLING CH are subject to change and non-binding, unless they are expressly stated to be binding.

2.2. Illustrations, drawings, weight, dimension, performance and consumption data as well as other descriptions of the goods from the documents belonging to the quotation are only approximate unless expressly designated as binding. They do not constitute an agreement or guarantee of the products' corresponding quality.

2.3. KISLING CH reserves all property rights and copyrights to all quotation-related documents. Such documents must not be made accessible to third parties.

2.4. Customer is bound to its purchase order for two weeks. Customer's purchase order shall become binding for KISLING CH once confirmed by KISLING CH by means of a written order confirmation, unless otherwise agreed. An order confirmation generated by automatic devices, in which signature and personal name are missing, shall be deemed to be in writing. Where the order confirmation contains obvious mistakes, typing or calculation errors, it shall not be binding for KISLING CH. Where no order confirmation is issued, the acceptance of purchase orders by KISLING CH can also take place by delivery or execution of the services.

2.5. Unless expressly agreed otherwise in writing, the contract purpose shall be limited to the delivery of goods corresponding with the owed quality. Unless agreed otherwise in writing, the owed quality of the goods is finally agreed in the data sheets and/or other technical accompanying documents of KISLING CH. Unless expressly agreed otherwise in writing, the goods do not have to comply with the objective requirements pursuant to Art. 197 CO. In particular, it is not owed that the goods are suitable for the usual use and/or that they have a quality which is usual for goods of the same kind and which the customer can expect taking into account (i) the nature of the goods and (ii) public statements made by KISLING CH or on behalf of KISLING CH or by another person in preceding links of the contractual chain, in particular in advertising or on the label. The goods also do not have to correspond to the condition of a sample or specimen made available by KISLING CH to the customer prior conclusion of the contract.

2.6. The execution of orders in accordance with documents subject to customer submission requires written approval in advance of KISLING CH.

2.7. Concluded contracts oblige the customer to accept and pay for goods and services ordered.

## 3. Prices, terms of payment, offsetting

3.1. The prices stated in the order confirmation shall apply. In absence of a individual agreement, the prices shall apply CPT in accordance with Incoterms® 2020 with a flat rate freight charge. All ancillary costs incurring in connection with the delivery – both domestic or abroad - shall be borne by the customer. If the customer does not receive an order confirmation or if it does not contain any price information, the price agreed between the parties shall apply. Statutory VAT shall be indicated separately in the invoice at the statutory VAT rate applicable on the day of invoice issue.

3.2. If, for services not rendered within a period of four months after conclusion of the contract, a pricing- decisive factor, such as wages, energy costs and/or costs for raw materials, increases or decreases by more than 5%, KISLING CH reserves the right to adjust the prices by the amount by which the acquisition or manufacturing costs of the delivery items have increased or decreased. If such price adjustment clause is in force, KISLING CH shall provide suitable evidence of the additional costs incurred upon customer request. If KISLING CH agreed prices with the customer depending on certain price factors, e.g. raw material prices, changes in the price factors may also lead to corresponding price adjustments independently of the performance period.

3.3. Unless otherwise agreed in writing, payments shall be made net within 14 days from invoice date. However, KISLING CH shall be entitled to execute or render outstanding supplies or services only against advance payment or provision of security if a business relationship with the customer did not exist so far, if deliveries are to be made to third party countries, if the customer has its registered office abroad or if other reasons give reason to doubt payment will be made on time to KISLING CH after delivery or service.

3.4. If, after conclusion of the contract, circumstances become known being likely to substantially reduce the customer creditworthiness and jeopardizing payment of outstanding claims of KISLING CH by the customer related to the respective contractual relationship, KISLING CH shall be entitled to refuse further performance of the contract until the customer effects counter-performance or provides security for it. This applies accordingly if the customer refuses or fails to pay outstanding claims and there are no undisputed or legally established objections to the claims of KISLING CH.

3.5. Payment shall be deemed completed on the date KISLING CH can dispose of the amount owed. If cheques are accepted, payment shall only be deemed made at the time the cheque has been cashed and KISLING CH can dispose of the amount. Discount charges and other cheque costs shall be borne by the customer. In the event of late payment, the customer shall pay interest on arrears at a rate of 9 percentage points above the base interest rate. The right to assert further claims for damages is not excluded.

3.6. KISLING CH is entitled to offset customer payments first against the customer's oldest debt. If costs and interest already incurred, KISLING CH shall be entitled to offset the payment first against the costs, then against the interest and finally against the principal claim.

3.7. The customer shall only be entitled to offset counterclaims and assert a right of retention if they were legally established or are undisputed. The customer may only assert a right of retention if own counterclaim is based on the same contractual relationship.

#### **4. Deliveries**

4.1. The order confirmation shall be decisive for the scope of services rendered. Changes to the scope of performance require for becoming effective the written confirmation of KISLING CH.

4.2. Unless expressly agreed otherwise, delivery shall be CPT in accordance with Incoterms®2020 with a flat-rate freight charge.

4.3. An agreed delivery period shall commence upon conclusion of the contract. Delivery periods and dates are only binding for KISLING CH if KISLING CH explicitly states or confirms that they are binding. Any other dates are non-binding information on the delivery time. Agreed delivery periods shall be deemed met if the goods have been handed over to the person in charge of the transport at KISLING CH's registered office or at one of KISLING CH's warehouses before this period has expired or if KISLING CH has notified the customer that the goods are ready for dispatch but have not left the place of business or the warehouse due to a refusal of acceptance by the customer.

4.4. If the provision of the agreed deliveries or services by KISLING CH requires the customer's contribution, the customer shall ensure that KISLING CH is provided with all necessary and appropriate information and data in due time and the required quality. If programming is required, the customer shall provide KISLING CH with the necessary computer performance, test data and data acquisition capacities in good time and to a sufficient extent. If the customer's contribution is delayed, KISLING CH shall not be responsible for any resulting delays in delivery.

4.5. The delivery period shall not commence earlier than KISLING CH has confirmed receipt of all documents, information, permits and approvals to be provided by the customer, clarification of all technical questions and receipt of any agreed down payment. Compliance with the delivery period or delivery date is subject to the timely and proper fulfilment of the customer's other obligations. Compliance with agreed delivery periods and dates is subject to timely and proper deliveries to KISLING CH. Requests for changes or additions subsequently agreed with KISLING CH shall lead to a reasonable extension of agreed delivery dates.

4.6. KISLING CH is entitled to make reasonable partial deliveries and render partial services. Early deliveries or services are permissible unless expressly agreed otherwise.

4.7. If the customer is in default of acceptance or violates other obligations to cooperate, KISLING CH may demand compensation for the damage incurred, including any additional expenses and storage costs whereas other claims remain unaf-

ected. After the fruitless expiry of a reasonable period, KISLING CH is entitled to otherwise dispose of the goods and to supply the customer within a reasonably extended period.

4.8. The customer assumes the take-back obligations of KISLING CH and ensures the take-back as well as the professional and proper recycling of the packaging. The costs incurred for taking back and recycling shall be borne by the customer. The free take-back by KISLING CH is excluded.

#### **5. Transfer of risk/shipping**

5.1. Unless expressly agreed otherwise, supplies take place CPT (INCOTERMS® 2020) with a flat-rate freight charge. The choice of carrier and transport route shall be made by KISLING CH at its due discretion, unless KISLING CH has received written instructions from the buyer. At the request and expense of the customer, KISLING CH shall insure the goods by means of transport insurance against the risks specified by the customer.

5.2. If the handover or shipment is delayed due to circumstances in the customer's responsibility, the risk shall pass to the customer the day the goods are ready for shipment and KISLING CH's notification of the customer of goods readiness for pick-up.

5.3. If KISLING CH selects the shipping method, route and/or the shipping person, KISLING CH shall only be liable for intent or gross negligence in the respective selection.

#### **6. Retention of title**

6.1. The delivered goods remain the property of KISLING CH until full payment of all claims to which KISLING CH is entitled from the business relationship with the customer. If KISLING CH's obligation to perform includes the delivery of software, the customer shall in any case only be granted a revocable right of use until all claims have been paid in full. The claims shall also include claims from cheques and bills of exchange as well as claims from current accounts.

6.2. The customer is obliged to treat the goods subject to retention of title with care for the duration of the retention of title. In particular, the customer is obliged to insure the goods at own expense against fire, water damage and theft at replacement value. The customer hereby assigns to KISLING CH all claims for compensation arising from this insurance. KISLING CH hereby accepts the assignment. If an assignment is not permissible, the customer hereby irrevocably instructs its insurer to make any payments only to KISLING CH. Further claims of KISLING CH remain unaffected. The customer must provide KISLING CH with evidence of the conclusion of the insurance policy on request.

6.3. The customer may sell the goods subject to retention of title exclusively within the limits of ordinary course of business. The customer is not entitled to pledge the goods subject to retention of title, to assign them by way of security or to make other dispositions which jeopardize the property of KISLING CH. In the event of seizure or other interventions by third parties, the customer must inform KISLING CH immediately in text form and provide all necessary information, inform the third party of KISLING CH's ownership rights and cooperate in the measures taken by KISLING CH to protect the goods subject to retention of title. The customer shall bear all costs incurring under own responsibility and for cancellation of the seizure and recovery of the goods, insofar as they cannot be collected from the third party.

6.4. The customer hereby assigns to KISLING CH the claims arising from the resale of the goods together with all ancillary rights, irrespective of whether the goods subject to retention of title are resold without or after processing. KISLING CH hereby accepts this assignment. If an assignment should not be permissible, the customer hereby irrevocably instructs the third-party debtor to make any payments to KISLING CH only. The customer is granted revocable authorization to collect the claims assigned to KISLING CH in trust for KISLING CH. The collected amounts are to be transferred to KISLING CH immediately. KISLING CH may revoke the customer's authorization to collect and the customer's authorization to resell if the customer does not properly meet its payment obligations to KISLING CH, is in default of payment, suspends its payments or if the customer's creditworthiness or financial situation deteriorates, if it otherwise ceases the business activity relevant for the performance of the contract or is no longer able to fulfil its contractual obligations for other reasons. A resale of the claims requires the prior consent of KISLING CH. With the notification of the assignment to the third-party debtor, the customer's right of collection shall expire. In the event of revocation of the collection authorization, KISLING CH may demand that the customer discloses the assigned claims and their debtors, provides all information necessary for collection, hands over relevant documents and informs the debtors of the assignment.

6.5. In the event of default of payment by the customer, KISLING CH is entitled to withdraw from the contract without prejudice to its other rights. The customer shall immediately grant KISLING CH or a third party authorized by KISLING CH access to the goods subject to retention of title, hand them over and inform KISLING CH where these goods are located. After a corresponding timely warning, KISLING CH may otherwise utilize the goods subject to retention of title to satisfy its due claims against the customer.

6.6. Any processing or alterations made by the customer to the goods which are subject to retention of title shall always be deemed made on behalf of KISLING CH. The customer's right to acquire ownership of the goods which are subject to retention of title continues to exist as a right to acquire ownership of the processed or altered item. If the goods are processed, combined or mixed with other items not belonging to KISLING CH, KISLING CH acquires co-ownership of the new item in the ratio of the value of the delivered goods to the other processed items at the time of processing. The customer shall store the new items on behalf of KISLING CH. In all other respects, the item created through processing or alteration shall be governed by the same provisions as the goods that are subject to retention of title.

6.7. Upon customer request, KISLING CH shall release the securities to which being entitled to the extent that the realizable value of the securities, taking into account customary bank valuation discounts, exceeds the claims of KISLING CH arising from the business relationship with the customer by more than 20%. The valuation shall be based on the invoice value of the goods subject to retention of title and the nominal value of receivables.

6.8. In the event that goods are delivered to destinations with other legal systems in which the retention of title pursuant to clauses 6.1 to 6.8 above does not offer the same degree of protection as in Switzerland, the customer hereby grants KISLING CH the equivalent security interest. If further declarations

or actions are required for this, the customer shall make these declarations and take these actions. The customer shall contribute to all measures necessary and conducive to the effectiveness and enforceability of such security interests.

#### **7. Claims for material defects and liability**

7.1. KISLING CH manufactures its products in accordance with the state of the art at the time of contract conclusion. Unless agreed otherwise, liability for material defects and defects of title shall be based exclusively on the quality owed, as conclusively agreed in the data sheets and/or other accompanying technical documents of KISLING CH.

7.2. The goods sold by KISLING CH are intended for use only in general applications and in accordance with the data sheet. The customer needs the written consent of KISLING CH before incorporating the goods in into any equipment in fields such as, but not limited to: Military, aerospace, nuclear control, submarines, transportation (vehicle control, train control, vessel control), transport signals, disaster prevention, medical or for any other purposes where higher safety and reliability are especially required or if there is a possibility of severe damage or injury to life, limb or health. The applicability and use of KISLING CH products in a specific customer application is the sole responsibility of the customer.

7.3. The customer's rights in respect of defects presuppose fulfilment of customers' statutory duties of inspection and notification of defects in accordance with Art. 367 Swiss Code of Obligations, in particular that the customer has inspected the delivered goods upon receipt and has notified KISLING CH without undue delay in text form upon goods' receipt of obvious defects and defects that defects that could be identified during such inspection. The customer shall notify KISLING CH of hidden defects in text form immediately after their identification. The notification shall be deemed immediate if effected within two weeks after delivery in the case of obvious defects and defects that were recognizable during a proper inspection, or after discovery in the case of hidden defects, whereby the dispatch of the notification or complaint shall be sufficient for meeting the deadline. If the customer fails to carry out the proper inspection and/or report defects, KISLING CH's liability for the defect shall be excluded.

7.4. Unless otherwise agreed, the customer must first deliver the goods to KISLING CH at own expense for the purpose of defects' examination. KISLING CH shall only bear the expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labour and material costs, if such inspection reveals that a defect actually exists and insofar as these expenses are not increased by the fact that the goods have been taken by the customer to a place other than the place of delivery destination. Personnel and material costs claimed by the customer in this connection shall be charged on a cost price basis.

7.5. In the event of defects in the goods, KISLING CH shall be entitled, at its own discretion and after giving notice of default in due time, to provide subsequent performance by remedying the defect or delivering defect-free goods.

7.6. If KISLING CH is not willing or able to provide subsequent performance after a reasonable period of time, the customer may, at own discretion, withdraw from the contract or reduce the delivery price. The same applies if the subsequent perfor-

mance fails, is unreasonable for the customer or is delayed beyond a reasonable period of time for reasons for which KISLING CH is responsible.

7.7. The customer's right to withdraw from the contract is excluded if customer is unable to return the service received and not due to the impossibility of return due to the nature of the service received, is the responsibility of KISLING CH or the defect became not earlier apparent than during the processing or transformation of the goods. The right of withdrawal is further excluded if KISLING CH is not responsible for the defect and if KISLING CH has to pay compensation instead of returning the goods.

7.8. No claims for defects shall arise for defects due to natural wear and tear, improper handling or improperly carried out alterations or repairs of the goods by the customer or third parties. The same applies to defects which are attributable to the customer or which are due to a technical cause other than the original defect. In particular, the customer must follow the operating, storage and/or maintenance recommendations of KISLING CH or the manufacturer.

7.9. In the event that the goods are digital products or goods with digital elements, KISLING CH shall also be liable to the customer for the provision of updates exclusively for the duration and to the extent owed in accordance with the quality agreed pursuant to Section 2.5 sentence 2 or otherwise agreed with the customer in writing.

7.10. Claims by the customer for reimbursement of expenses instead of compensation in lieu of performance are excluded unless a reasonable third party would also have made such claims.

7.11. KISLING CH shall not be liable for damage for which KISLING CH is not responsible, in particular for damage caused by improper use or handling of the products. The Customer is obliged to follow the operating, storage and maintenance recommendations of KISLING CH or the manufacturer, to make only authorized alterations, to replace spare parts professionally and to use consumables that meet the required specifications. Both before and regularly after the provision of goods and services by KISLING CH, the customer shall perform data backups on its IT systems at sufficiently regular intervals. KISLING CH accepts no liability for damage caused by or attributable to a breach of the aforementioned customer duties.

7.12. KISLING CH shall be liable for damages arising from the breach of a guarantee or from injury to life, limb or health in accordance with statutory provisions. The same applies to intent and gross negligence, to mandatory statutory liability for product defects (in particular under the Swiss Product Liability Act (PrHG) and to liability for fraudulent concealment of defects. KISLING CH shall be liable for slight negligence only if material obligations are breached which arise from the nature of the contract and which are of particular importance for achieving the purpose of the contract. In the event of a breach of such obligations, default and impossibility, KISLING CH's liability shall be limited to such damages that may typically be expected within the scope of the contract.

7.13. The limitation period for customer claims for defects is one year, provided that the defective goods have not been used for a building in accordance with their normal use and have caused its defectiveness. It also applies to claims in tort based

on defective goods. The limitation period begins with the delivery of the goods. The unlimited liability of KISLING CH for damages resulting from the breach of a guarantee or from injury to life, body or health, for intent and gross negligence and for product defects remains unaffected. A statement by KISLING CH on a claim for defects asserted by the customer does not constitute an entry into negotiations on the claim or the circumstances giving rise to the claim if the claim for defects is rejected by KISLING CH in its entirety.

7.14. The suspension of the statute of limitations for recourse claims stipulated in Art. 134 CO ends no later than five years after the date of KISLING CH's supply of goods to the customer. In the event of the final sale of the goods to a consumer, KISLING CH can only invoke this if KISLING CH simultaneously grants the customer an equivalent compensation.

## **8. Intellectual property and usage rights relating to software and other protected products, information and co-operation duties**

8.1. All property rights, in particular copyrights or industrial property rights such as patents, trademarks or registered designs as well as rights to inventions and know-how, remain exclusively with KISLING CH.

8.2. Insofar as a third party asserts claims which conflict with the right of use granted to the customer, the customer shall inform KISLING CH immediately in text form. At KISLING CH's request, the customer shall leave the defence to KISLING CH and - to the extent permissible and possible - be represented by KISLING CH or conduct the defence in accordance with KISLING CH's instructions. Until KISLING CH has informed the customer whether KISLING CH will assume the defence, the customer shall neither acknowledge nor settle the alleged claims of the third party without the express consent of KISLING CH. If KISLING CH assumes the defence, this obligation shall continue to apply. The customer shall also support KISLING CH in the defence insofar as being necessary for a proper defence. In return, KISLING CH shall indemnify the customer against the necessary external costs resulting from the defence and any claims for damages and reimbursement of expenses of the third party, insofar as these are attributable to a fault of KISLING CH. If KISLING CH does not assume the defence, the customer shall be entitled to defend itself at its own discretion. As far as existing claims of a third party are not due to a fault of KISLING CH, the customer is not entitled to any claims against KISLING CH.

## **9. Product liability**

9.1. The customer shall not alter the goods, in particular not modify or remove existing warnings about the dangers of improper use of the goods. In the event of a breach of this obligation, the customer shall indemnify KISLING CH internally against product liability claims by third parties, insofar as the customer is responsible for the defect giving rise to liability.

9.2. If KISLING CH is prompted to recall a product or to publish warning due to a product defect in the goods, the customer shall support KISLING CH and take all reasonable measures ordered by KISLING CH. The customer shall bear the costs of the product recall or warning insofar as being responsible for the product defect and the damage incurred. Further claims of KISLING CH remain unaffected.

9.3. The customer shall inform KISLING CH immediately in writing once becoming aware of any risks and possible product defects when using the goods.

9.4. The customer is solely responsible for ensuring that the products comply with all applicable legal requirements in the destination country, including but not limited to import regulations, registration of chemicals, safety data sheet provisions, and environmental regulations. The customer accepts full responsibility for obtaining any necessary licenses, permits, or approvals.

9.5. HS codes are provided as a courtesy and for initial guidance only. The importer must independently verify the correct classification and any specific local requirements. Misclassification of products can result in customs delays or fines, for which the exporter assumes no liability.

## **10. Force majeure**

10.1. If KISLING CH is prevented by force majeure from fulfilling its contractual obligations, in particular from delivering the goods, KISLING CH shall be released from its obligation to perform for the duration of the hindrance and a reasonable start-up period, without being obliged to pay compensation to the customer. The same applies if KISLING CH's performance of its obligations is made unreasonably difficult or temporarily impossible due to unforeseeable circumstances beyond control and responsibility of KISLING CH, in particular due to labour disputes, pandemics and epidemics, official measures, in particular quarantine orders, energy shortages, delivery obstacles at a supplier or significant operational disruptions.

10.2. KISLING CH is entitled to withdraw from the contract if such an obstacle lasts for more than three months and the fulfilment of the contract is no longer of interest to KISLING CH as a result of the obstacle. At customer request, KISLING CH shall declare after expiry of the aforesaid three-month period whether KISLING CH will exercise own right of withdrawal or deliver the goods within a reasonable period.

## **11. Secrecy**

11.1. The customer and KISLING CH are obliged to keep secret and neither to record nor to pass on or exploit for an unlimited period of time any information disclosed by the other party within the scope of the cooperation which is recognizable as business or trade secrets, or which should be recognizable as such due to the circumstances of the disclosure. The customer and KISLING CH shall ensure through suitable contractual agreements with the employees and agents working for them that they also refrain for an unlimited period of time from any exploitation, disclosure or unauthorized recording of such business and trade secrets.

## **12. Export control**

12.1. The customer undertakes not to sell, export or re-export delivered goods, insofar as they are subject to the provisions of Art. 12g Regulation (EU) 833/2014 - which have been adopted by the Swiss State Secretariat for Economic Affairs - either directly or indirectly to the Russian Federation or for use in the Russian Federation.

12.2. The customer shall use its best endeavours to ensure that the provision in clause 12.1 is not thwarted by third parties in the further commercial chain, in particular not by possible resellers.

12.3. The customer must establish and maintain an appropriate monitoring mechanism to prevent circumvention of the provision in Clause 12.1 by third parties in the further trade chain or by potential resellers.

12.4. Any violation of the above clauses 12.1, 12.2 and 12.3 constitutes a material breach of contract and entitles KISLING CH to terminate the supply relationship with immediate effect and to cancel orders already confirmed without delay. In addition, the customer shall indemnify KISLING CH against all costs, claims of third parties and other disadvantages (e.g. fines) due to the breach of an obligation under the above Clauses 12.1, 12.2 and 12.3 above. This does not apply if the customer is not responsible for this breach of duty. Furthermore, KISLING CH is entitled to demand a contractual penalty from the customer in the amount of 5% of the sales price of the goods that were sold contrary to the provisions of this regulation. Any other existing claims for damages remain unaffected by this.

12.5 The customer shall inform KISLING CH about any breach of the provisions of Clauses 12.1, 12.2 or 12.3 including all relevant acts of third parties, that fulfil the purpose of section 12.1 could frustrate the purpose of Section 12.1. The customer shall, upon request, provide all information on compliance with the obligations pursuant to Sections 12.1, 12.2 and 12.3 within two weeks of a request. KISLING CH shall inform the competent authority of all infringements of the provisions of the above sections 12.1, 12.2 and 12.3 teach.

## **13. Final provisions**

13.1. The transfer of rights and obligations of the customer to third parties is subject to prior written consent of KISLING CH.

13.2. The legal relationship between the customer and KISLING CH shall be governed by the laws of the Swiss Confederation excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

13.3. If the customer is a merchant within the meaning of the Swiss Commercial Code, a legal entity under public law or a special fund under public law, the exclusive - also international - place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be the registered office of KISLING CH. However, KISLING CH is also entitled to bring an action at the general place of jurisdiction of the buyer. Overriding statutory provisions, in particular regarding exclusive jurisdiction, shall remain unaffected.

13.4. The place of performance for any and all obligations to be performed by the customer and by KISLING CH shall be the registered office of KISLING CH.

13.5. Should any provision of this contract be or become invalid or unenforceable in whole or in part or should there be a gap in this contract, this shall not affect the validity of the remaining provisions. In place of the invalid or unenforceable provision, the valid or enforceable provision that comes closest to the purpose of the invalid or unenforceable provision shall be deemed to have been agreed. In the event of a loophole, the provision that corresponds to what would have been agreed in accordance with the purpose of this contract if the contracting parties had considered the matter from the outset shall be deemed to have been agreed.

## **14. Environmental statement**

**General Terms and Conditions (GTC) of sale  
of Kisling (Switzerland) AG**

- Status: October 2024 -



14.1. For KISLING CH, human beings and the environment are paramount. We are therefore committed to the resource-conserving manufacture of our products and systematically identify energy-saving potential in production processes and transportation. We are intensively involved with ecological alternatives for the selection of energy and raw material sources and with consistent approaches to waste avoidance and product recycling.