

General Terms and Conditions for Industrial Relocations

1. Subject-matter of the agreement

In the absence of any express written agreement to the contrary, the subject matter of the agreement is the performance of industrial relocations, including the use of vehicles of a variety of categories, mobile cranes, and the manoeuvring equipment required for the specific move.

“Industrial relocations” is defined as the dismantling, transport and reassembly of industrial facilities and goods, and may refer to one of the above activities individually.

The Contractor shall provide the Client or third party with the appropriate vehicles for transporting the goods (incl. mobile crane) and the required auxiliary equipment, including professional operating personnel, in accordance with the following terms and conditions.

The Client shall supply the Contractor prior to performance with all pertinent information and details of special circumstances of which knowledge is required to perform the assignment smoothly and safely.

2. Duties of the Contractor

The Contractor undertakes to provide the appropriate vehicles, auxiliary equipment and professional personnel required for the performance of the works at the contractually agreed time.

3. Duties of the Client

a) Access and parking

The Client is responsible for ensuring that the Contractor can be provided with access and parking and manoeuvring space for the performance of the works and the industrial goods to be transported, which must be of the quality required for the works. Special care must be taken to ensure that the special requirements of mobile cranes, if used, are met. In case of any doubt, the Client must obtain information from the Contractor about the conditions required at the respective locations. Industrial goods removals and mobile cranes typically require above-average tonnage capacity and road and ground resilience; the Client must take special care to ensure the appropriate conditions in this regard.

b) Necessary tasks

The Client procures the information (mass, weight, weight distribution of goods to be handled, bearing capacity of ground and floors) required for the preparation and execution of the works, in order to ensure smooth handling and transport. The Client is liable for the correctness of the information.

c) Provision

The Client is responsible for ensuring that the goods to be handled are provided in a professional manner. In the case of apparatus, machines, etc. all power cables must be disconnected, fluids

completely drained, any transport safety devices be installed and all movable parts, such as pivot arms, mobile chassis, etc., fixed. The packaging of individual components or entire systems for transport is the responsibility of the Client unless the Client has expressly instructed the Contractor to carry out these works.

d) Declaration of value

In the case of high-value goods (machines, apparatus, systems, computers, etc.), the Client must, without need for request, declare their precise value upon placing the order (if disassembled, also the value of the individual components).

e) Cancellations / postponements

In the event of cancellation or postponement of a scheduled order through the customer, that has been ordered and confirmed by the customer, the following compensation will be charged:

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|---|--------------------------------|
| - if the work has already started | 100% of the remaining order *) |
| - on the first day of work | 100% *) |
| - ≤ 1 working day before the first day of work | 75% *) |
| - ≤ 3 working days before the first day of work | 50% *) |
| - ≤ 5 working days before the first day of work | 0% *) |

*) The basis for calculating the compensation is the amount according to the offer (flat rate, target price, budget price).

f) Interruptions in ongoing projects

Additional costs and any work loss as a result of interruptions or postponements in ongoing projects, which were not the fault of the contractor and which make it impossible to continue the work immediately, will be charged fully to the client.

In the case of interruptions in ongoing projects, which are the fault of the client, at least 8.5 hours of working time per employee and planned day of work will be charged

4. Liability

The Contractor is only liable for damage which is caused by the Contractor or its personnel in the course of performing the subject-matter of the agreement. The Contractor is only liable for damage caused by intent or negligence.

The Contractor is **not** liable for indirect damage, only for damage to the transported industrial goods. Accordingly, there is no liability for delayed arrival or a delay in performance due to a defect in vehicles or other auxiliary equipment, or traffic-related delays (particularly traffic jams). There is also no liability for any damage incurred which does not constitute damage to the goods but, particularly, economic damage, and other consequential damage such as, specifically, loss of use and operational loss and other losses (such as environmental damage, demurrage, loss in interest, exchange rates and prices, lost profit, etc.).

Subject to mandatory statutory provisions or written agreements to the contrary, the Contractor is liable for its activities totally and exclusively up to a maximum amount of CHF 2.5 million.

It is recommended that the Client take out insurance for the transport of goods if the goods to be moved are of a higher value.

5. Notification of defects

The Client must inspect the cargo immediately after unloading and/or reassembly. Complaints regarding loss or damage must be notified to the Contractor immediately upon delivery and confirmed in writing within three days. Any damage which is not externally noticeable must be notified to the Contractor within three days of provision of the service. Following expiry of this period no complaints will be accepted.

6. Legal venue

The legal venue for all legal action resulting from the concluded contract is the domicile of BAUBERGER AG (Headquarters St. Gallerstrasse 19, CH-8353 Elgg). Swiss law applies.