

Commercial part  
As at 08.07.2024

§ 1 AREA OF VALIDITY

1.1 These terms apply to the whole business relationship between Masa and its clients. The Client and Masa together as contractual parties in the relationship of the contract is concluded.

1.2 These terms also apply to all future transactions as agreed between the contractual partners if Masa is not expressly referred to in these.

1.3 The conditions below relate primarily to the supplies and services for plant or plant parts. The same conditions apply to consumables and spare parts, fittings, services and repairs unless otherwise stated.

1.4 The conditions (including conditions or supplementary terms) will not be a component part of the contract if they are not to Masa unless Masa has agreed that they are applicable in writing. This shall also apply unless Masa provides otherwise in writing about the conditions (including conditions).

1.0 Please be advised that Masa carries out a satisfaction survey for all its projects according to the current requirements. 3.6134 ( ) 1.4(s)-6.3339(a)1.4422(f)-11.3345(e)-6.33537(u)1.4422(i)-7.055691(ac91

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4. ; Masa shall not be liable for not being able to supply or for (eli)ery (elays if these ha)e bee cause( by a Act of " o( or other e)e ts that were u foreseeeable at the time the co tract was co clu(e(\* such as fire\* e+plosio \* war\* ge eral mobilisatio \* rebellio \* re)olutio \* co fiscatio \* acts of sabotage\* embargo\* re2uisitio \* i sol)e cy\* a()erse weather co (itio s\* which ma.e wor.i g u reaso able \$e.g. hea)y s ow\* frost or storms'\* i (ustrial actio of a y .i (\* operatio al malfu ctio s of a y .i (\* ifficulties i obtai i g materials or power\* tra sport (elays a ( failure by suppliers to supply or suppliers supplyi g the wro g items or ot supplyi g them i time\* for which ! asa is ot respo sible. 5hou( such e)e ts ma.e it sig ifica tly more ifficult or impossible for ! asa to supply the goo (s) (e)le(s)-6Td [ 79 yotwr su 11. 3345(w)-n im24(h)-10. 613444134998. 4422(r)-4. 55617 ( )-131. 41350132. 1645617i 11. 3345(w)-(u)1. 4422(l) (

§ 7 **! A#A# #CO E OF #U LY AND #ERVICE#**

- 0.1 ! asa will provide the plant a ( plant parts as well as spare parts a ( consumables for the client at the same place of delivery\* that means at the place of the holder of the goods to the first carrier unless otherwise agreed in the contract. \*delivery terms according to 4.4., .2.
- 0.2 Plant parts\* machines\* materials\* such as building materials\* basic materials\* operating materials\* raw materials including substances required for commissioning or operation as well as gas\* water\* power\* petrol or oil including hydraulic oil which are not expressly part of ! asa-s



claim from the resale will only be for the amount stated by Masa in the invoice for the resale of goods disposed of in this case. If goods which !

They exist only if

a' the client informs Masa immediately of any industrial property rights or copyright infringement asserted;

b' the client supports Masa to a reasonable extent in the defence of the claims asserted or allows Masa to carry out the modifications as set out in 4.10.7;

c' Masa reserves the right to use any means of defence including out of court settlements ('the effect of title is not based on a client's instruction');

e' the infringement of rights has not been caused by the client modifying the delivery item in respect of its use in a manner that is not in compliance with the contract.

Material defect or defect of title?

10.F Claims for damages from the client's claims for compensation for waste (expressed as the right to reduce the value of the contract or withdrawn from it as a result of a material defect or defect of title) are excluded. This shall not apply if Masa has fraudulently concealed the defect.

10.10 Masa is liable under the terms of the guarantee for a maximum of no more than five per cent (5%) of the order value for material defects or defects of title. Masa's total liability under the guarantee for material defects or defects of title is limited to a maximum amount of seven per cent (7%) of the order value.

§ 11 LIABILITY

11.1 Unless otherwise stated in these general business terms including the following provisions in the event of a infringement of contractual or non-contractual obligations Masa is liable in accordance with the relevant legal regulations.

11.2 Masa is liable for damages - regardless of the legal reason - for malice aforethought and gross

1.,2 The client must use (ocuments and information) provided to it by Masa exclusively for the aforementioned purposes. Making copies of these or passing them on to other extracts thereof is not permitted without Masa's prior consent.

1.,., The client is obligated to publish the contract and any of the documents that have arisen or arise in connection with the performance of the contract and any obligation of information about Masa given when the order was placed and while it is being fulfilled, not to disclose them to third parties and not to use them for its own business purposes. The obligation to confidentiality remains even after the performance of 17 (e)-10.6134(m)1.16406(a)-2 Td [(t)0..55617(4422

- 1.0.F The client must not resale\* supply\* transfer or otherwise make available (directly or indirectly) any goods or services obtained from Masa to or for the benefit of any P6A (e.g. in Russia/Ukraine) or for use in Russia/Ukraine that is subject to sanctions under Applicable Foreign Trade Law or (directly or indirectly) majority-owned (or controlled) by a P6A that is subject to sanctions under Applicable Foreign Trade Law.
- 1.0.10 If the goods obtained from Masa are listed in lists of goods whose sale\* supply\* transfer or export to a certain country or region is prohibited or subject to authorization under Applicable Foreign Trade Law (Embargoed Country or Region) the client must not (directly or indirectly) re-sell\* re-export or otherwise supply or transfer the goods obtained from Masa to a P6A in the Embargoed Country or Region or for use in the Embargoed Country or Region.

§ 17 !I#CELLANEOU#

- 10.1 To contractual party may transfer the rights or obligations from this contract in whole or in part without the written consent of the other contractual party. As a consequence, forfeiture is possible for Masa.
- 10.2 Any costs (fees) connected with the conclusion of the contract, its negotiation and its execution including the costs of legal advice must be borne by the party by which they were incurred unless otherwise specified in these general business terms.
- 10.3 Masa's total liability under the terms of this contract regardless of the provisions of Art. 12.2 a (for whatever legal reason) is limited to ten percent (10%) of the contractual value.

§ 19 FINAL PROVISION#

- 19.1 Any disputes or claims arising out of or relating to this Agreement shall be settled by arbitration in accordance with the Swiss Federal Arbitration Rules of the Swiss Arbitration Centre. The provisions of the Rules of Arbitration in force at the time of filing the notice of arbitration shall apply. The number of arbitrators is two. The seat of the arbitration is Zurich. The language of the arbitration is German or English. The application of Swiss material law is agreed upon. The application of the Code of Obligations for the Federal Sale of Goods is excluded.
- 19.2 Changes (amendments) to the contract including a change to or revocation of this form requirement must be in writing and signed (or in less strict form regulations apply).
- 19.3 If the contract has also been drawn up in a language other than German or only the German version is available, the English version shall apply in the event of differences in content.
- 19.4 Should a provision of this contract be or become totally or partially invalid (or unenforceable), the validity of the remaining provisions remains unaffected by this. The parties are obliged to replace the wholly or partially invalid (or unenforceable) provision with a valid (or enforceable) provision that comes closest to the original business intention of the parties and the purpose underlying the invalid (or unenforceable) provision. The same shall apply should the contract prove to be incomplete.