

**General Terms and Conditions
of n'H International AG, 6078 Lungern, Switzerland (hereinafter referred to as 'nHI')**

(valid as at 1 January 2022)

1. Scope of the Terms and Conditions

1.1 These General Terms and Conditions (GTCs) apply to all business relationships between nHI and the Customer and form an integral part of our quotations and contracts in relation to deliveries and other services. Confirmations to the contrary that are made by the Customer with reference to its own terms of business or purchase are hereby rejected.

1.2 Deviations from these GTCs are only valid if we have explicitly confirmed these in writing.

2. Quotation and conclusion of contract

2.1 Our quotations are subject to changes and are non-binding. Acceptance and orders on the part of the Customer require our written confirmation before they are legally effective. The contract is only provided once we have confirmed the order. The same applies to supplements, amendments and ancillary agreements.

2.2 Drawings, figures, measurements, weights or other service-related data provided in the quotation are nonbinding, unless we have confirmed these in writing in the order confirmation.

2.3 The employees in our sales department and our branches are not authorised to conclude verbal ancillary agreements or provide verbal assurances that go beyond the content of the written contract.

3. Prices

3.1 The prices listed in our order confirmation are final.

3.2 Unless otherwise agreed, prices are listed net in Swiss francs plus the respective statutory value added tax, ex works from our factory in Lungern.

3.3 The prices provided in nHI's order confirmation apply as follows:

- If the delivery takes place within 60 days of the date of the order confirmation, the prices are fixed.
- If delivery is made after 60 days of the date of the order confirmation, the following applies: if additional charges are incurred on nHI's side as a result of material price changes due to raw materials (wood, steel, glue, etc.), these must be paid in full by the Customer.

4. Delivery and performance times

4.1 Delivery dates and delivery deadlines must be confirmed in writing. They are binding for us only if we

have received the necessary valid plan elements and information in good time.

4.2 Furthermore, we are not responsible for any delivery or performance delays due to force majeure or events that make it significantly more difficult or impossible for us to complete the delivery. This applies even in the case of binding and agreed delivery deadlines and delivery dates.

4.3 If we are responsible for non-compliance with binding and agreed delivery deadlines and delivery dates or we are delayed, the Customer is entitled to compensation in the amount of 0.5% for each full week of delay; however, this compensation is not to exceed 5% of the value of the invoice for the delayed deliveries and services. Any further claims of any kind are excluded, unless the delay is the result of at least gross negligence on our part.

4.4 We are entitled to partial delivery and partial performance of services at any time.

4.5 The Customer is obliged to accept delivery of the quoted and ordered goods. If the Customer is delayed in accepting delivery or fails to fulfil other duties of cooperation, we are entitled to claim the damages incurred in relation to us, including any additional expenses (in particular storage costs).

5. Consultancy/engineering

5.1 In general, engineering services relate solely to the quoted and delivered structural elements and not to the overall construction or other technical work.

5.2 The cross sections provided in the quotation are based on predimensioning carried out in accordance with the connection constraints disclosed at the construction site. Unless explicitly agreed, the process for stabilising the supporting structure will be planned and carried out at the construction site.

5.3 We cannot be held liable for damage that occurs as a result of subsequent and unplanned changes (drilled holes, sections, systems, etc.) being made to the delivered structural elements or to the overall construction.

5.4 The stabilisation of the overall supporting structure (including individual structural elements that form part of this) must be ensured at all times and in all construction phases.

6. Technical changes

6.1 Within the context of ongoing technical developments, we reserve the right to amend constructions, models and materials at our discretion, pro-

vided that such changes do not alter the character of the products, remain visually inconspicuous and guarantee equivalent quality at a minimum.

7. Delivery and transfer of risk

7.1 Unless otherwise agreed, delivery is made from our factory in Lungern at the Customer's expense and at the Customer's own risk. Any visible damage and/or shortfalls must be immediately indicated to the carrier when the goods arrive and stated in the consignment note.

7.2 Risk is transferred to the Customer as soon as the consignment has been delivered on site by lorry either to the Customer or to its employee or has been handed over ex works to the person organising the transport or has left our factory for dispatch. Should the on-site handover or the delivery not be possible through no fault of our own, the risk transfers to the Customer when the handover is attempted or when the Customer is notified that the consignment is ready to be delivered. Unless otherwise agreed, Incoterms® 2020 apply and are binding.

8. Warranty/guarantee/liability

8.1 Upon handover of the goods, the Customer must check these for obvious defects and immediately bring these to our attention, otherwise the goods are considered to be accepted. In the case of latent defects, warranty rights apply only if these defects are brought to our attention immediately after they occur. Notifications of defects must be made to nHI in writing.

8.2 In the case of defects that occur during the guarantee period and of which we are duly notified, we may choose to either repair the faulty part, deliver a replacement or – where we opt not to repair or replace the part – grant the Customer a price reduction. Any further claims by the Customer, such as rescission, price reduction, damages (including liability for subsequent damages), etc., are expressly excluded.

8.3 nHI accepts no liability for products supplied.

8.4 nHI products that are made of wood are delivered with a wood moisture level that is compliant with the applicable SIA standards. The Customer is responsible for ensuring proper storage and inspection. If the structural elements are not stored in appropriate conditions, i.e. they are exposed to the elements for long periods or are wet through, they may exhibit qualitative damage, i.e. static and aesthetic damage. nHI cannot be held liable for such defects. nHI assumes that the Customer is aware of the quality criteria and specific characteristics of the wooden products. No guarantee is made in the case of natural wear and tear or in the case of damage

caused by improper handling, climate or incorrect assembly by third parties.

8.5 Wood is a natural product. Variations in its structure and colour emphasise its authenticity and individuality. Depending on the wood classification, it may be the case that branches, grains, resin pockets, etc. are visible. Wood that is prepared for use in construction absorbs moisture, particularly in the outer layers, which means that shrinkage cracks may occur on the surface of glued laminated timber – including along the glued joints. The criteria for glued laminated timber are evaluated and maintained according to the valid SIA standards and the quality criteria for wood and wood-based materials in construction and development pursuant to the Swiss trading standards, 2021 edition (Qualitätskriterien für Holz und Holzwerkstoffe im Bau und Ausbau (Handelsgebräuche für die Schweiz, Ausgabe 2021)).

8.6 The above provisions relate exclusively to the guarantee for our products and exclude further claims of any kind. This does not apply to claims for damages arising from assurances of properties that should protect the Customer against the risk of consequential harm caused by a defective product.

9. Retention of title

9.1 The goods remain our property until they have been paid for in full ('goods subject to retention of title').

9.2 The Customer may process and dispose of the goods, provided that none of the following occurs:

- Payment default on the part of the Customer
- An application to open bankruptcy proceedings or similar or an equivalent application to avoid bankruptcy.

9.3 Pledging or concluding a guarantee for the goods subject to retention of title or for the assigned claims is not permitted.

9.4 In the case of pledging, the Customer must immediately provide us with the details of the pledgee.

9.5 If the Customer defaults on payment, it must immediately send us a breakdown of the goods subject to retention of title that are still available, including those that have been processed, and must send a breakdown of the claims, along with copies of the invoices, to the third-party debtor.

9.6 The Customer must insure the goods subject to retention of title against fire, theft and water damage. The Customer hereby assigns to us its claims for compensation vis-à-vis the insurance provider or other parties obligated to provide replacements in the amount of our claims.

10. Payment

- 10.1 Unless otherwise agreed, the Customer shall pay for our services/deliveries as follows:
- 1/3 of the contract amount within 10 days of the order confirmation being received
 - 1/3 of the contract amount upon shipment from the factory
 - 1/3 of the contract amount within 30 days of the invoice being issued.
- 10.2 If a payment period is exceeded, the Customer will be in default. This applies even without a reminder. In the event of an applicable payment period being exceeded, we are entitled to postpone or refuse further deliveries, with reservation of other claims.
- 10.3 The Customer's payments will then be subject to interest and costs, calculated in relation to the oldest claim of nHI vis-à-vis the Customer in each case.
- 10.4 The Customer is only entitled to withhold payment or offset its debts against a counterclaim if the counterclaim is recognised by us or is legally binding pursuant to a court judgment.
- 10.5 A payment is only considered to have been made when we are able to make use of the amount. For payments made by cheque, the payment is only considered to have been made when the cheque amount has been paid into our account. We are under no obligation to accept bills of exchange.
- 10.6 If the Customer is delayed in making payment, we are entitled to demand default interest in the amount of 5% pursuant to Article 104 of the Swiss Code of Obligations from the relevant date.
- 10.7 If circumstances come to our attention that call the creditworthiness of the Customer into question (in particular if the Customer does not pay a cheque or it defaults on payments), we are entitled to make the outstanding amount due for payment, even if we have accepted cheques or bills of exchange. In this case, we are also entitled to demand advance payments or the provision of security.
- 10.8 The Customer is entitled to offset, withhold payment or reduce the price (even if notifications of defects or counterclaims have been made) only if the counterclaims are legally binding pursuant to a court judgment or are indisputable. This applies in particular to cases where the building contractor has notified the Customer of defects and therefore refuses to accept delivery of the work.

11. Limitations of liability

- 11.1 Claims against us for damages arising from non-performance as a result of impossibility to render the service, delay, positive breach of contract, fault upon contract termination or a tortious act are hereby excluded, unless we have acted in an intentionally negligent or grossly negligent manner.

12. Copyright and right of use

- 12.1 Copyright to the work and its parts remains with nHI.
- 12.2 We reserve ownership and copyright of all quotation documents, descriptions, templates, drawings and plans, etc. that are provided by nHI. The recipient may only use the information contained within this documentation for the agreed purposes. The information may not be provided to competitors of nHI. In the event of infringement, nHI is entitled to invoice the Customer for the advanced services completed, with reservation of further claims for compensation and injunctive relief.

13. Place of fulfilment, applicable law, place of jurisdiction, partial nullity

- 13.1 The place of fulfilment for all payments to be made by the Customer is the registered office of nHI in Switzerland.
- 13.2 These GTCs, the contractual relationships based hereon and any disputes shall be governed **exclusively by Swiss substantive law** to the exclusion of conflict of laws and the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 13.3 **The sole place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is 6060 Sarnen, Canton of Obwalden, Switzerland.**
- 13.4 Should a provision of these GTCs or a provision within the context of other agreements be or become ineffective, this does not affect the validity of any other provisions or agreements.

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