

# General Terms and Conditions of Sale

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Version of 19 October 2026. Governed by Swiss law.

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## 1. Scope

1.1 These General Terms and Conditions of Sale (the "Terms") apply to all quotations, order confirmations and agreements (the "Contract") for the supply of equipment, parts, materials, documentation and services (the "Scope of Supply") by liquitec AG, Kirchberg BE, Switzerland (the "Seller") to its customers (the "Purchaser"). They apply exclusively to business customers.

1.2 Deviating or additional terms of the Purchaser, in particular in purchase orders, apply only if the Seller expressly agrees to them in writing. This also applies if the Seller does not object to them or carries out the delivery without reservation.

1.3 In the event of conflict, the following order of precedence applies: the Seller's written order confirmation, the Seller's written quotation, these Terms.

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## 2. Formation of contract

2.1 The Seller's quotations are binding for the period stated therein, or for 30 days if no period is stated. The Contract is formed by the Seller's written order confirmation.

2.2 Amendments and additions to the Contract must be made in writing. Email is sufficient.

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## 3. Scope of Supply

3.1 The Seller's obligations are limited to the Scope of Supply expressly listed in the order confirmation or quotation. The Purchaser is responsible for all work and services outside the Scope of Supply.

3.2 The Purchaser provides the civil works, site readiness, utilities and personnel required for execution.

3.3 The Purchaser alone is responsible for integrating and installing the delivery in its plant. The Seller's responsibility is limited to the Scope of Supply as a standalone component. The Seller is not liable for the performance of the overall plant, nor for defects, damage or failures resulting from the plant design, from interaction with third-party components or from improper integration.

3.4 The selection of materials and seals is based on the Purchaser's information on medium, temperature, pressure, cleaning and sterilisation. The Seller is not responsible for resistance under conditions that the Purchaser did not state or stated incompletely.

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**4. Change orders**

4.1 Changes to the Scope of Supply are agreed in a written change order signed by both parties.

4.2 If the Purchaser requests a change without a signed change order, the Seller may carry it out at its discretion. The Seller is then entitled to reimbursement of all resulting costs and to a reasonable extension of the delivery time.

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**5. Prices and payment**

5.1 Prices are net ex works (EXW Kirchberg BE, Incoterms® 2020), excluding packaging, transport, insurance, VAT and other charges, unless the quotation states otherwise. The currency stated in the quotation applies.

5.2 The payment terms in the quotation or order confirmation apply. If none are stated, invoices are payable within 30 days of the invoice date without deduction.

5.3 On expiry of the payment period the Purchaser is in default without reminder and owes default interest of 5 % per year. The Seller may withhold further deliveries until the amounts due have been paid.

5.4 The Purchaser may only set off claims that the Seller has acknowledged in writing or that have been finally established by a court.

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**6. Delivery times**

6.1 The delivery time begins once the Contract has been formed, all technical questions have been clarified and any agreed down payment has been received. It is met when the Seller notifies the Purchaser that the delivery is ready for dispatch.

6.2 The delivery time is extended reasonably if obstacles arise that the Seller cannot avert despite due care — such as force majeure, official measures, epidemics, disruptions at subcontractors or in transport — and if the Purchaser is in arrears with its duties to cooperate.

6.3 Claims for late delivery, such as liquidated damages, exist only to the extent agreed in writing.

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**7. Delivery and transfer of risk**

7.1 The Seller delivers in accordance with the agreed Incoterm (Incoterms® 2020). Benefit and risk pass in accordance with that Incoterm. If none has been agreed, delivery is ex works (EXW) Kirchberg BE, Switzerland.

7.2 Partial deliveries are permitted where reasonable for the Purchaser.

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**8. Retention of title**

8.1 The delivery remains the property of the Seller until paid in full. The Purchaser authorises the Seller to have the retention of title entered in the competent register and shall cooperate in doing so.

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**9. Inspection and notice of defects**

9.1 The Purchaser inspects the delivery on receipt. It notifies apparent defects in writing within eight days, and hidden defects without delay after their discovery, but no later than before the end of the warranty period. Without timely notice the delivery is deemed accepted.

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## **10. Warranty**

10.1 The Seller warrants that the Scope of Supply is free from defects in material and workmanship for twelve months from initial operation or eighteen months from notification of readiness for delivery, whichever period ends first (the "Warranty Period").

10.2 In the event of a notified defect the Seller shall, at its option, repair or replace the defective part; the Purchaser shall give it the opportunity to do so. Costs for dismantling, removal, transport, reinstallation and recommissioning are borne by the Purchaser. Further warranty claims, in particular rescission and price reduction, are excluded to the extent permitted by law.

10.3 The warranty does not cover defects and damage caused by: a) normal wear and tear; b) wear parts and consumables, such as seals; c) spare parts not supplied by the Seller; d) modifications without the Seller's consent; e) improper storage, maintenance or operation by the Purchaser; f) faulty installation or integration by the Purchaser, and phenomena arising from the interaction of the delivery with the Purchaser's plant; g) operation outside the agreed or stated conditions (clause 3.4).

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## **11. Liability**

11.1 The Seller's total liability arising out of or in connection with the Contract, on whatever legal grounds, is limited to the Contract price. For an individual defective part it is limited to its repair or replacement value under clause 10.2.

11.2 The Seller is not liable for indirect or consequential damage, in particular not for loss of profit, loss of production, plant downtime, loss of product or batches, recall costs and loss of goodwill.

11.3 These limitations do not apply in cases of unlawful intent or gross negligence, to injury to life and limb, or where the law mandatorily provides for further liability, for example under product liability law.

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## **12. Intellectual property and documents**

12.1 All intellectual property rights in the Scope of Supply and in the Seller's drawings, CAD data, documentation and software remain with the Seller.

12.2 The Purchaser is granted a non-exclusive, non-transferable, royalty-free right to use these documents and the software solely for operating and maintaining the equipment supplied.

12.3 Without the Seller's prior written consent the Purchaser may neither disclose the documents to third parties nor use them to reproduce the equipment, nor reverse engineer, modify or decompile the software.

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## **13. Export control**

13.1 When passing on or exporting the delivery, the Purchaser complies with the applicable export control and sanctions regulations.

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## **14. Final provisions**

14.1 If any provision of these Terms is invalid, the remainder remains valid. The invalid provision is replaced by a valid one that comes closest to its economic purpose.

14.2 These Terms are available in German and English. In the event of discrepancies the German version prevails.

14.3 The Contract is governed by Swiss law, excluding its conflict-of-law rules. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.

14.4 The exclusive place of jurisdiction is the Seller's registered office in Kirchberg BE, Switzerland. The Seller may also bring proceedings against the Purchaser at the Purchaser's registered office.

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