

# SALES AND DELIVERY TERMS

## 1. GENERAL INFORMATION

1.1 These sales and delivery terms form an integral part of all offers and contracts for the supply of goods and services made by AirLoc LTD. Provisions of the law shall apply to the extent that these terms do not provide otherwise. Any deviating terms and conditions of customers shall only apply if AirLoc LTD has agreed to accept these terms and conditions in writing. Within the scope of these sales and delivery terms, 'in writing' means proof in the form of text (including, for example, e-mail).

1.2 If one of the provisions of these sales and delivery terms shall prove to be wholly or partially ineffective, inoperative or incapable of being performed, the validity, effectiveness and feasibility of the remaining provisions shall thereby not be impaired. The parties to the contract shall replace these provisions with a new provision that in terms of its content comes as close as possible to the original intent of the parties.

## 2. OFFERS - DELIVERY TIMES - PRICES

2.1 Offers without acceptance deadlines are non-binding; they are subject to prior sales. Samples and specimens are only valid as approximate examples in respect of quality, colour, etc. and are non-binding. Acceptance of orders is made explicitly on the basis of these sales and delivery terms VK103.3. All agreements and legally significant declarations, in particular orders and assignments shall only be valid upon written confirmation by AirLoc LTD.

2.2 Offers and deliveries are based on the information presented by the customer, such as drawings, specimens, technical indications or given machine data obtained on site. Their accuracy and completeness are to be verified by the customer.

2.3 The customer guarantees the accuracy and completeness of the technical information and documents, drawings, specimens or similar supplied by him. Oral indications concerning dimensions and the like as well as order modifications require written confirmation of the customer.

2.4 Delivery times commence immediately upon conclusion of the contract between AirLoc LTD and the customer, and when all technical and commercial requirements for the performance of the service have been clarified and official formalities have been fulfilled.

2.5 Confirmed delivery deadlines or dates are binding. The delivery deadline is extended in the event of acts of God, disturbances in operations and traffic, strikes, difficulties in obtaining raw materials, government measures and the appearance of obstacles, notwithstanding where they may occur, which AirLoc LTD is unable to prevent in spite of all due care.

2.6 The delivery date or delivery deadline shall be deemed to have been met if AirLoc LTD notifies the customer in writing that the goods are ready for dispatch by the specified date or the last day of the delivery deadline at the latest. After expiry of the delivery deadline, AirLoc LTD shall be entitled to a grace period of 5 working days. AirLoc LTD shall only be in default after expiry of the grace period.

If AirLoc LTD is in default, AirLoc must make a subsequent or replacement delivery within six weeks of being notified of the default. If delivery is not made on time, the customer is entitled to claim compensation from AirLoc LTD for any damage demonstrably incurred as a result of the delay or non-delivery caused by AirLoc LTD. Other legal remedies are excluded.

2.7 The prices indicated are, in the absence of other agreements, ex works, packaging excluded, uninsured and excluding VAT and other taxes, customs duties and fees. In the event of general changes in production costs up to the date of delivery, we reserve the right to adjust our prices accordingly.

2.8 The scope of performance takes into consideration the state of the current experience and level of expertise of AirLoc LTD, whereby any subsequent modifications do not provide entitlement to additional requirements or liability claims. Exchanges or additional deliveries will be invoiced according to the applicable price lists or credited upon receipt of the parts.

## 3. COPYRIGHTS FOR PLANS, TECHNICAL DOCUMENTATION, SPECIMENS AND MODELS

AirLoc LTD retains all rights to plans, drawings, sketches, descriptions, other documents as well as specimens and models, in particular ownership and copyright and other industrial property rights. The customer acknowledges these rights. Any disclosure or making available of such documents to third parties, as well as any execution of plans and any use of documents that are not related to the fulfilment of contractual obligations, is prohibited without the prior written permission of AirLoc LTD.

## 4. SHIPPING - TRANSFER OF RISK

Shipping takes place on account and at the risk of the customer. The risk is transferred to the customer at the latest following the delivery from the production facility or the warehouse of AirLoc LTD, also in the case of partial deliveries or if AirLoc LTD has undertaken to perform other services, e.g. transport costs or delivery and/or installation. In the event of orders involving special dimensions, company reserves the right to an over/under delivery of up to 10%.

## 5. PAYMENT

5.1 Invoices of AirLoc LTD are payable net within 30 days as from the invoice date. Other arrangements are to be concluded in writing.

5.2 If the customer is in arrears, he shall be required, without reminders, to pay arrears interest of 5% p.a. as of the 31st day following the invoice date. In the case of a delay in payment, AirLoc LTD shall also be entitled to cease delivery and withdraw from the contract.

5.3 In the event of a delay in delivery by AirLoc LTD or impossibility of performance for which AirLoc LTD is responsible, the customer shall only be released from its payment obligation in the event of intent or gross negligence on the part of AirLoc LTD.

## 6. WARRANTY - LIABILITY

6.1 The legal warranties for defects in products or manufacturing is excluded. It shall be replaced by the contractual agreements including the general sales and delivery terms VK103.3. Compliance of the delivery with the contract or defectiveness of the purchased item shall be exclusively evaluated in terms of the explicit agreements regarding quality and volume. Information provided in leaflets and other sales materials are not an element of the contract. The express representations made shall only be assumed if these have been agreed upon in written as such.

6.2 The customer is required to inspect the purchased items in accordance with the statutory examination and information obligations immediately upon receipt of the merchandise and to give written notice of defects without delay. Notice of any previously hidden defects must be made immediately upon their being detected.

The warranty shall expire prematurely if the customer or third parties make changes or repairs, or if the customer, in the event of a defect, does not immediately take all appropriate measures to minimise damage and give AirLoc LTD the opportunity to remedy the defect.

6.3 In the event of a defect reported in good time, the customer may request rectification or repair, and should this not be feasible or if such attempts have failed, demand delivery of replacement. Alternatively, he can choose to request a reduction of the sales price or withdraw from the contract.

6.4 All warranty claims, including those relating to hidden defects, expire two years after delivery of merchandise. The merchandise is deemed to have been delivered upon transfer of risk.

6.5 Insofar as these sales and delivery terms VK103.3 do not stipulate otherwise, AirLoc LTD shall only be liable for gross negligence or unlawful intent and only for such damages as have occurred on the actual item delivered, not, however, for indirect damages such as production stoppage or interruption, lost profit, consequential damage and similar instances.

6.6 Warranty and liability shall be excluded for such damages that are not demonstrably attributable to poor materials, design defects or deficient construction, for example damage resulting from natural wear and tear, improper use, disregard of safety regulations and warnings, incorrect or incomplete information provided by the customer, or incorrect handling.

6.7 If the customer has reported a defect and no defect can be found for which AirLoc LTD is responsible, the customer shall owe AirLoc LTD the remuneration for repair and replacement delivery as well as reimbursement of further expenses and costs.

## 7. RETENTION OF TITLE

7.1 The goods supplied remain the property of AirLoc LTD until full payment has been made of the contractually agreed invoice amount.

7.2 If the validity of the reservation of title is dependent on registration in the country of delivery, the customer hereby authorises AirLoc LTD to register the reservation of title at any time, i.e. even after delivery has been made.

7.3 The customer shall undertake all measures to ensure that the retention of title by AirLoc LTD is neither adversely affected nor rescinded. In particular, when accessing or seizing the goods in question, third parties must be notified of the reservation of title and AirLoc LTD is to be informed immediately.

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### 8. EXPORT CONTROL, SANCTIONS AND END USE

- 8.1 The customer undertakes to comply with all applicable laws and regulations governing import and export controls, sanctions and other trade laws. This includes, in particular, the regulations of Switzerland, the European Union, the United States of America and all other locally applicable legal systems.
- 8.2 It is assumed that the delivery address provided by the customer is the final destination for the delivered products. Any resale or transfer to another country outside the specified destination requires compliance with all relevant export, import and sanctions regulations by the customer.
- 8.3 The customer is obliged to obtain all necessary government approvals, licences and customs formalities on their own responsibility and at their own expense. They must ensure that no delivery, transfer or use of the products violates applicable import, export or other regulations or circumvention prohibitions.
- 8.4 Upon request, the customer must immediately provide all information about the end recipient, end use and intended use of the delivered products.
- 8.5 If the necessary permits are not granted or if there are legal obstacles due to government regulations, AirLoc LTD shall be entitled to withdraw from the contract. Claims for damages by the customer due to non-performance or delay are excluded, and AirLoc LTD shall be entitled to claim damages resulting from the cancellation of the contract.

### 9. APPLICABLE LAW - PLACE OF PERFORMANCE - JURISDICTION

- 9.1 Swiss law is applicable to this contractual relationship under exclusion of the Vienna Convention. The place of performance for delivery and payment of the sales price is CH-8618 Oetwil am See.
- 9.2 The place of jurisdiction is the domicile of AirLoc LTD. The latter shall, however, be entitled to sue the customer before the courts of its domicile.
- 9.3 These sale and delivery terms shall enter into force on 1 March 2026 and shall replace the previous sale and delivery terms.