

General Terms and Conditions (GTC)

CarbonActive Products AG & CarbonActive Services AG

Effective as of June 1, 2025

A. Contractual Foundations

1. General Provisions and Applicable Law, Language

- 1.1 These General Terms and Conditions (GTC) apply to all deliveries, services as well as assembly, commissioning, maintenance, and repair work of CarbonActive Products AG (Production) and CarbonActive Services AG (Services) – hereinafter jointly referred to as the “Company” – towards their customers within Switzerland and Europe.
- 1.2 Deviations from these terms, in particular the application of other general terms and conditions (such as SIA standards, customer purchasing conditions, or other external regulations), are only valid if expressly confirmed in writing by the Company.
- 1.3 Unless expressly stipulated otherwise in these GTC, the provisions of the Swiss Code of Obligations (CO) shall apply.
- 1.4 The United Nations Convention on Contracts for the International Sale of Goods (CISG, also referred to as the UN Sales Law) is expressly excluded. For all contractual relationships between the Company and the customer, only the Swiss Code of Obligations (CO) shall apply.
- 1.5 These General Terms and Conditions (GTC) are issued in German. The German version is solely binding for interpretation and application. Translations provided in other languages serve informational purposes only and shall have no legal effect.

2. Offer, Conclusion of Contract, Amendments and Cancellation

- 2.1 The basis for the conclusion of any contract is always the Company’s written offer. Deviations, supplements, or special agreements to the offer must be recorded in writing and expressly confirmed by the Company to be legally valid.
- 2.2 A contract is concluded only upon the Company’s written acceptance of the offer. The written form requirement may also be fulfilled by telefax, email, or text message (e.g., WhatsApp, SMS).
- 2.3 Services, materials, or other items not explicitly included in the offer shall be invoiced separately to the customer.
- 2.4 Amendments or additions to an existing contract must also be made in writing and expressly approved by the Company.
- 2.5 A cancellation or withdrawal from the contract by the customer is only possible with the Company’s written consent and may be subject to appropriate costs, particularly if services have already been rendered or materials ordered.

4. Customer Obligations

- 4.1 The customer undertakes to provide all necessary prerequisites and services required for the proper execution of the contractually agreed work, insofar as these are not expressly assumed by the Company.
- 4.2 In particular, the customer shall bear the costs and responsibility for the following services and preparatory work, even if these are necessary for the installation or operation of the system:
- Ensuring unrestricted access to and proper preparation of the installation or workplace
 - Provision of electricity, water, and lighting connections during the execution of the work
 - Execution and costs of masonry, plastering, painting, carpentry, and similar work
 - Disposal and cleaning of the workplace after completion of the work
 - Implementation of all structural safety measures, e.g., provision of scaffolding, fall protection, or other protective measures
 - Commissioning and functional testing of peripheral systems and facilities
 - Any other services and costs not expressly part of the contract with the Company
- 4.3 Delays or obstructions resulting from non-performance or improper performance of the customer's obligations shall release the Company from any deadline commitments and may result in additional costs to be borne by the customer.

B. Prices and Payment Terms

5. Prices and costs

- 5.1 All prices stated in offers, price lists, or other documents of the Company are non-binding unless a specific validity period has been expressly guaranteed in writing. The Company expressly reserves the right to adjust prices, particularly in the event of cost increases in materials, energy, transport, or wages.
- 5.2 All prices are quoted – unless otherwise noted – in Swiss francs (CHF) and exclusive of statutory value-added tax (VAT) as well as any other duties or charges. These will be invoiced in addition.
- 5.3 Unless otherwise agreed in the offer, prices apply “ex works.” Packaging, transport, insurance, and disposal costs will be charged separately.
- 5.4 Additional services not explicitly included in the offer or covered by the agreed scope of services will be invoiced to the customer based on actual expenses at the Company's applicable hourly or list rates. This applies in particular to:
- Changes or extensions after conclusion of the contract at the customer's request
 - Services resulting from incomplete or incorrect information provided by the customer
 - Repeat visits, waiting times, or additional work caused by a lack of cooperation or unfulfilled preparatory work on the part of the customer
- 5.5 Additional costs resulting from regulatory requirements, legislative changes, or unforeseeable circumstances beyond the Company's control (e.g., supply shortages, increases in raw material costs, natural events) may be invoiced to the customer, provided they were demonstrably not included in the original offer.

7. Payment Terms

- 7.1 Unless otherwise agreed, invoices of the Company are payable without deduction within 10 calendar days from the invoice date.
- 7.2 For assembly, installation, and project-related services, the following payment terms apply – unless expressly agreed otherwise:
- 60% upon order placement (binding order)
 - 30% upon delivery of the main components or essential system parts
 - 10% after commissioning, but no later than 10 days after completion in accordance with Clause 13.3
- 7.3 Assembly is deemed “completed” once the system has been fully installed, leak-tested, and is operational – regardless of whether minor remaining work (e.g., cladding, cleaning) is carried out at a later stage. If commissioning or handover is delayed for reasons not attributable to the Company, the final invoice shall nevertheless be payable within 10 days from notification of completion.
- 7.4 In the event of late payment, the Company is entitled, without further reminder, to:
- charge default interest of 5% p.a. from the first day after the due date,
 - charge dunning fees, collection, and legal enforcement costs to the customer,
 - carry out further deliveries or services only against advance payment or provision of security,
 - reclaim goods already delivered by invoking the retention of title (see Clause 6)
- 7.5 The customer is not entitled to withhold payments due to complaints, counterclaims, or claims not recognized or legally established, nor to offset such claims.

C. Delivery and Ownership

8. Delivery Terms, Deadlines and Timeframes

- 8.1 Dates and deadlines stated by the Company for deliveries, assembly, or other services are – unless expressly designated as binding in writing – to be understood as non-binding guidelines. Binding delivery or performance deadlines must be expressly confirmed in writing in the offer or contract.
- 8.2 Compliance with deadlines by the Company requires that all technical and commercial matters have been clarified in good time, the customer has duly and fully fulfilled all obligations (in particular timely provision of information, approvals, plans, or payments), and that the necessary conditions at the site are in place. If these prerequisites are not met, the deadlines shall be extended appropriately.
- 8.3 Delivery and performance deadlines shall also be extended in the event of unforeseen circumstances beyond the Company's control, including but not limited to:
- Force majeure, natural disasters, extreme weather conditions
 - Operational disruptions, accidents, or strikes within the Company or at suppliers
 - Difficulties in procuring materials or components
 - Delays in official procedures or due to regulatory requirements
 - Delayed or defective performance by third parties engaged by the customer
- 8.4 If the customer fails to accept the delivery or service on the agreed date or refuses to cooperate, the Company is entitled to store the goods at the customer's cost and risk, to invoice the agreed price, and to claim any additional costs incurred (e.g., transport, storage, personnel).
- 8.5 In the event of the Company's culpable failure to comply with bindingly confirmed deadlines, the customer is entitled, after setting a reasonable grace period in writing (at least 14 days for stock

goods, at least 30 days for other services), to withdraw from the contract. Further claims, particularly claims for damages, are excluded to the extent legally permissible. Claims by the customer for intent or gross negligence remain unaffected.

9. Shipping and Transport Conditions

- 9.1 Unless otherwise expressly agreed in writing in the offer or contract, deliveries shall be made “delivered duty paid” (DDP according to Incoterms 2020) to the place of use. Transport costs are included in this case. Any additional services, such as special transports or delivery to difficult-to-access installation sites, shall be charged separately.
- 9.2 If dispatch or delivery is delayed at the customer’s request or due to the customer’s fault, the risk of accidental loss or deterioration of the goods passes to the customer from the originally agreed delivery date. In such cases, the Company is entitled to store the goods at the customer’s cost and risk and to demand the agreed payment.
- 9.3 The use of special equipment for transport – in particular cranes, lifting devices, transport platforms, helicopters, ships, cable cars, or similar – is not included in the standard offer and will be charged to the customer additionally based on actual expenses or third-party rates. This also applies to transport where conventional road vehicles cannot be used.
- 9.4 Unloading at the destination shall – unless otherwise agreed – be carried out by the customer. If transport and unloading are carried out by the Company or its agents, the risk passes to the customer upon completion of unloading at the agreed location.
- 9.5 The customer is obliged to inspect the goods immediately upon delivery for visible damage and transport damage. Any complaints must be made immediately in writing to both the carrier (e.g., freight forwarder, postal service, railway) and the Company. If the customer fails to make such notification, the goods shall be deemed approved with respect to external transport damage.

10. Transfer of Benefit and Risk

- 10.1 The transfer of benefit and risk to the customer is determined by the agreed scope of delivery or performance and the respective place of fulfillment.
- 10.2 If delivery is made “ex works” or if the goods are dispatched to the customer by a carrier commissioned by the Company (e.g., freight forwarder, postal service, courier service), benefit and risk – including the risk of loss, damage, or destruction – shall pass to the customer upon dispatch from the works (or warehouse). This also applies if the transport is organized by the Company or the shipping costs are included in the price.
- 10.3 If transport and unloading are carried out by the Company or its agents, benefit and risk shall pass to the customer upon completion of unloading at the agreed delivery location.
- 10.4 If handover, dispatch, or commissioning of the goods is delayed for reasons attributable to the customer (e.g., lack of access, insufficient preparation, payment default), the risk shall pass to the customer on the originally agreed delivery date. In such cases, the goods may be stored at the customer’s cost and risk.
- 10.5 The Company assumes no liability for damage occurring after the transfer of risk – particularly due to improper storage, handling, transport, or installation by the customer or third parties.

11. Retention of Title

- 11.1 All goods, components, systems, and other materials delivered by the Company remain the Company's property until full payment of all claims arising from the respective contractual relationship (including incidental costs, interest, and possible claims for damages).
- 11.2 The Company is entitled to register the retention of title in the relevant register at the customer's place of residence or business. The customer undertakes to provide all necessary declarations and cooperation for this purpose.
- 11.3 In the event of the customer's payment default, the Company is entitled to withdraw from the contract without notice and demand the return of the delivered goods. In this case, the customer must return the goods immediately at their own expense and risk.
- 11.4 During the period of retention of title, the customer may neither dispose of the goods subject to retention of title nor pledge, rent, sell, or assign them as security. In the event of third-party claims, particularly enforcement measures, the customer must immediately notify the Company in writing and inform the third party of the existing retention of title.
- 11.5 From the time of delivery, the customer bears the full risk of loss, destruction, damage, or deterioration of the delivered goods, even if they remain the property of the Company.

D. Quality and Warranty

12. Technical Specifications, Plans, and Schematics

- 12.1 All information contained in offers, documentation, technical descriptions, or other materials such as dimensions, weights, technical data, plans, drawings, schematics, or illustrations serve solely as general information. Unless expressly designated as binding, they are non-binding and do not constitute warranted characteristics.
- 12.2 Binding technical specifications shall only become part of the contract if expressly recorded in writing in the offer, a technical specification, or a performance description, and confirmed by the Company.
- 12.3 The Company reserves the right to make technical modifications, further developments, and constructive improvements to products, systems, or installations at any time, provided these do not adversely affect quality, safety, functionality, or the scope of application.
- 12.4 The customer is obliged to review without delay the plans, drawings, and other technical documents provided by the Company and to immediately notify the Company in writing of any discrepancies or desired changes. If the customer fails to fulfil this obligation, the documents provided shall be deemed approved.
- 12.5 All technical documents are subject to copyright and remain the intellectual property of the Company. Their use, distribution, or modification is permitted solely within the framework of the contractual agreement.

13. Inspection and Notice of Defects

- 13.1 The customer is obliged to carefully inspect all deliveries and services of the Company immediately upon receipt or after completion of assembly, maintenance, or repair work.
- 13.2 Obvious defects or deviations from the contractually agreed scope of services must be reported to the Company in writing within 10 calendar days of delivery or acceptance. The decisive factor is the date of receipt by post or electronically by the Company.

- 13.3 Hidden defects that could not be detected by proper inspection must be reported immediately upon discovery, but no later than within the applicable warranty period in accordance with Clause 12, in writing.
- 13.4 If the notice of defects is not made in due time and proper form, the delivery or service shall be deemed approved and all warranty claims shall lapse, to the extent permitted by law.
- 13.5 The notice of defects must contain a specific description of the defect. General complaints (e.g., “defective” or “not functional”) without a comprehensible explanation shall not be recognized as a proper notice of defects.
- 13.6 Filing a notice of defects does not release the customer from their payment obligations. A right of retention exists only if the defect is undisputed or legally established and the amount retained is proportionate to the asserted defect.
- 13.7 At the Company’s request, the customer shall return defective goods or components for inspection and rectification. Return shipment is at the customer’s risk and expense unless the complaint proves justified – in which case the Company shall bear the return costs.

14. Warranty and Liability

- 14.1 The Company warrants that the delivered products and services are free from significant material, manufacturing, and workmanship defects at the time of the transfer of risk and conform to the contractually agreed specifications.
- 14.2 The warranty period is generally 12 months from the delivery date or commissioning of the installation. For new products or systems intended for the customer’s private or family use, the statutory warranty period of 24 months pursuant to Art. 210 CO shall apply.
- 14.3 The warranty period begins upon delivery in purchase transactions and upon commissioning in installations. If delivery or commissioning is delayed for reasons not attributable to the Company, the warranty period shall commence no later than 30 days after the contractually defined delivery or commissioning date.
- 14.4 During the warranty period, the Company undertakes to repair, replace, or – at its discretion – credit the value of parts delivered that have become defective or unusable due to material, design, or workmanship defects, within a reasonable period. Repair, replacement, or credit does not extend the warranty period.
- 14.5 Excluded from warranty are in particular:
- Damage caused by improper installation, handling, operation, or maintenance by the customer or third parties
 - Mechanical or chemical influences (e.g., corrosion, lime, aggressive water, unauthorized antifreeze agents)
 - Damage caused by force majeure or external impacts (e.g., power failure, overvoltage, lightning, water)
 - Normal wear and tear and consumables (e.g., filters, seals, O-rings, operating fluids)
 - Damage resulting from missing or improper maintenance
 - Loss of refrigerants, oils, or other operating materials unless demonstrably caused by a defect attributable to the Company
- 14.6 Any unauthorized modification or repair by the customer or third parties without the Company’s express approval shall immediately void the warranty obligation.
- 14.7 The Company’s warranty obligation shall lapse entirely if any of the following applies:
- Adjustments, modifications, or interventions on the system are carried out without the Company’s prior express consent

- Consequences of defects are aggravated because the customer failed to fulfill their obligation to give immediate notice of defects
- Prescribed maintenance of the system is not carried out at the intervals specified by the Company
- The Company's instructions and requirements or the applicable user manuals are not followed by the customer

Further or other claims of the customer – in particular claims for damages, reduction, rescission, or compensation for consequential damages (e.g., business interruption, loss of profit, spoilage damage, downtime costs) – are expressly excluded, to the extent legally permissible.

- 14.8 The Company's liability is in all cases limited to the proven direct damage incurred and shall not exceed the invoice value of the affected delivery or service. Any further liability – irrespective of the legal grounds – is excluded unless based on intent or gross negligence by the Company.
- 14.9 The Company is not liable for damages caused by slight negligence, unless they concern injury to life, body, or health, or an expressly assumed guarantee. For slight negligence, liability is limited to the typical, foreseeable damage.
- 14.10 Any further claims for damages, in particular for indirect or consequential damages or loss of profit, are excluded to the extent legally permissible.

E. Data Protection and Confidentiality

15. Data Protection and Data Processing

- 15.1 The Company undertakes to comply with the applicable data protection provisions of Switzerland (in particular the Federal Data Protection Act, FADP) and – where applicable – the EU General Data Protection Regulation (GDPR) when collecting, processing, and using the customer's personal data.
- 15.2 Personal data will be used exclusively for the purpose of contract execution, customer relationship management, internal analysis, compliance with legal obligations, and for the improvement of products and services. Data will only be disclosed to third parties where necessary for contract performance (e.g., logistics, assembly, or IT service providers) or where a legal obligation exists.
- 15.3 Where external service providers process personal data on behalf of the Company, they will be carefully selected and contractually bound in accordance with the requirements for data processors (Art. 28 GDPR and Art. 9 FADP).
- 15.4 The customer consents to the storage and use of their contact details (e.g., name, address, telephone number, email) for the purpose of contract initiation, execution, and customer support. The customer has the right to request information about the personal data stored concerning them at any time, as well as to request correction or deletion of such data.
- 15.5 Further information on data processing, data recipients, storage periods, and the customer's data protection rights can be found in the Company's Privacy Policy available at [www.carbonactive.com/datenschutz]

16. Copyright, Ownership, and Use of Technical Drawings and Documents

- 16.1 All documents provided by the Company in the context of offers, planning, or contracts – in particular plans, drawings, schematics, calculations, as well as other technical and commercial documents – remain the exclusive property of the Company, irrespective of their physical or digital

form. They are protected by copyright and, where applicable, by additional intellectual property rights (e.g., design, trademark, or patent rights).

- 16.2 Without the Company's prior express written consent, these documents may not be reproduced, modified, published, commercially used, made accessible to third parties, or otherwise utilized, in whole or in part.
- 16.3 If no contract is concluded, all documents provided must be returned to the Company immediately and in full upon request, or digital data must be completely and verifiably deleted. The customer has no right of retention or use for their own purposes.
- 16.4 If a contract is concluded, the customer shall be granted a simple, non-transferable, and non-sublicensable right of use for the documents provided under the respective contract. This right of use is strictly limited to the contractually agreed purpose. Any further use, particularly for subsequent projects, reproduction, modification, or disclosure to third parties, requires a separate written agreement with the Company.
- 16.5 The Company expressly reserves all rights to the documents provided, in particular copyrights, industrial property rights, and all intellectual property – even in the event of full payment of the services by the customer.
- 16.6 All documents provided to the customer must be treated confidentially. Any unauthorized use, disclosure, or publication constitutes a breach of contract and entitles the Company to claim damages and to initiate legal action.

F. Final Provisions

17. Force Majeure

- 17.1 Force majeure shall mean all unforeseeable, extraordinary events beyond the Company's control that substantially impede, delay, or render impossible the performance of the contract – even if such events already existed at the time of contract conclusion but were not recognizable. These include, in particular but not limited to:
 - Natural events such as floods, earthquakes, storms, fires, or avalanches
 - War, civil war, terrorist acts, or similar security-related situations
 - Pandemics, epidemics, or officially ordered quarantines or business closures
 - Government measures such as embargoes, import/export restrictions, or delivery bans
 - Strikes, lockouts, or labor disputes (including at suppliers)
 - Significant supply shortages or failures of upstream suppliers
 - Operational disruptions, power outages, system breakdowns, or cyberattacks
 - Transport or logistics bottlenecks outside the Company's control
- 17.2 In the event of force majeure, the Company shall be released from its contractual obligations for the duration and scope of the impediment. Any liability for resulting damages, delays, or non-performance is excluded. The same applies to contractual penalties or liquidated damages.
- 17.3 The Company undertakes to inform the customer in writing without delay about the occurrence, expected duration, and impact of a force majeure event. The Company will, where possible, take appropriate measures to limit the impact and to resume performance of the contract as quickly as possible.
- 17.4 If contract performance is delayed by more than 90 calendar days due to force majeure, each party shall be entitled to withdraw from the contract. In such cases, the customer must fully compensate the Company for all services already rendered as well as expenses incurred – in particular for procured materials, preparatory work, or third-party services. Repayment of amounts already

paid will only be made to the extent that they have not been used to cover such expenses. Further claims, in particular for damages, are excluded.

- 17.5 These provisions apply irrespective of whether the force majeure circumstances occur at the Company itself or at an engaged third party, subcontractor, or upstream supplier.

18. Jurisdiction and Applicable Law

- 18.1 All disputes arising from or in connection with the business relationship between the customer and the Company shall be governed by Swiss law, excluding private international law and the UN Sales Convention (CISG).
- 18.2 The exclusive place of jurisdiction for all disputes arising from the contractual relationship shall – to the extent legally permissible – be the Company's registered office in Steinhausen, Canton of Zug, Switzerland.
- 18.3 However, the Company shall be entitled to sue the customer at the customer's general place of jurisdiction or before any other competent court.

19. Severability Clause

- 19.1 Should any provision of these General Terms and Conditions or individual contracts be or become invalid, unenforceable, or legally ineffective, the validity of the remaining provisions shall not be affected. The parties undertake to replace the invalid provision with a valid one that most closely reflects the economic purpose of the invalid provision.

G. Consumer Rights

20. Right of Withdrawal for Private Customers

- 20.1 If the customer is a private individual acting for purposes not related to their trade or profession, they are entitled to a right of withdrawal in accordance with statutory provisions. The customer may withdraw from the contract within 14 days without stating any reasons.
- 20.2 The withdrawal period is 14 days from the day on which the customer, or a third party designated by the customer who is not the carrier, has taken possession of the goods. In the case of services, the period begins with the conclusion of the contract.
- 20.3 To exercise the right of withdrawal, the customer must inform the Company of their decision to withdraw from the contract by means of a clear declaration (e.g., by letter, fax, or email). The customer may use the sample withdrawal form provided below, but its use is not mandatory.
- 20.4 To meet the withdrawal deadline, it is sufficient for the customer to send the notification of exercising the right of withdrawal before the withdrawal period has expired.
- 20.5 If the customer withdraws from this contract, the Company shall reimburse all payments received from the customer, including delivery costs (with the exception of additional costs arising from the customer choosing a different type of delivery than the standard delivery offered by the Company), without undue delay and at the latest within 14 days from the day on which the Company receives notification of the withdrawal. For this repayment, the Company shall use the same means of payment that the customer used in the original transaction, unless expressly agreed otherwise.
- 20.6 The Company may refuse repayment until it has received the goods back or until the customer has provided proof that they have returned the goods – whichever is earlier.

- 20.7 The customer shall return or hand over the goods to the Company without undue delay and in any case no later than 14 days from the day on which they notified the Company of the withdrawal of this contract. The customer shall bear the direct costs of returning the goods.
- 20.8 The customer is only liable for any diminished value of the goods if this loss in value results from handling of the goods beyond what is necessary to establish the nature, characteristics, and functioning of the goods.
- 20.9 Exclusion of the right of withdrawal: The right of withdrawal does not apply to contracts concerning:
- the supply of goods made to the customer's specifications or clearly personalized;
 - the supply of goods which are liable to deteriorate or expire rapidly;
 - the provision of services, if the Company has fully performed the service and performance only began after the customer gave their express consent and at the same time acknowledged that they would lose their right of withdrawal upon complete fulfilment of the contract.