

General Terms and Conditions (GTC) of Gehrig Group AG

1. General

These General Terms and Conditions ("GTC") govern the contractual relationship between the customer and Gehrig Group AG ("Gehrig"). The GTC apply in particular to purchase contracts, rental contracts, subscription contracts for cleaning agents, maintenance contracts, and all-inclusive rent contracts. The GTC cover in particular the sale, delivery, and/or provision of dishwashers and coffee machines, appliances for cooking and water treatment (hereinafter referred to as "machines"), as well as accessories, spare parts, consumables, cleaning agents, including installation services (hereinafter referred to as "Materials," with Machines and Materials collectively referred to as "Products"), as well as the performance of installation, maintenance, service, and/or repair work (hereinafter referred to as "Services").

They apply to all products and services ("Services") that the customer purchases from Gehrig, without the need for specific reference in individual cases. The customer's general terms and conditions are excluded.

The GTC replace all previous agreements, assurances, discussions, or negotiations, regardless of whether these were made in writing, verbally, through tests or samples, or in any other way.

2. Conclusion of contract and components of contract

All offers that do not specify a period of validity on the offer are to be understood as non-binding indicative offers.

Unless otherwise agreed, a contract ("Contract") is concluded as follows:

- a) either by acceptance of an offer from Gehrig or
- b) in the case of orders without a prior offer, by Gehrig issuing an order confirmation or
- c) by both parties signing (including electronic signatures) a contract document.

If an official permit is required for Gehrig to provide the service, the contract shall only come into force once the permit has been granted, unless otherwise agreed in the contract.

After conclusion of the contract, Gehrig shall draw up the implementation plans based on the customer's documents, which must be signed by the customer.

By signing "Approved for implementation," the customer confirms their agreement to the design, configuration, and dimensions of the product.

Information in plans, drawings, and technical documents is only binding if expressly referred to in the contract. Information in brochures and catalogs is for guidance only and is not binding.

Quotations and related documents, such as drawings and service descriptions, remain the property of Gehrig and may not be disclosed or passed on to third parties without Gehrig's written consent.

A contract concluded in accordance with this section 2 takes precedence over the General Terms and Conditions.

3. Services provided by Gehrig

The services provided by Gehrig are specified in the contract.

The following services are NOT covered by the contract unless expressly included:

- § Water treatment devices (e.g., Brita, etc.), decalcification devices, and partial and full desalination
- § Software updates
- § Modifications or retrofits
- § Change of machine location
- § Fundamental changes to the basic programming at the customer's request
- § Services in accordance with Wirtetreuhand in the event of a change of ownership of machines
- § External billing systems, cash register systems, token and coin checkers, and external interfaces
- § Accessories such as baskets, pre-rinse showers, external dosing devices, and similar items
- § External coffee grinders, milk frothers, external refrigerators, and all types of ancillary devices
- § Total or partial overhauls of machines
- § Services not covered by the warranty and/or guarantee
- § Products not covered by the warranty and/or guarantee
- § Additional travel costs and time if the location of the machine cannot be reached by the service vehicle

In connection with the services, Gehrig undertakes to regularly maintain the machine(s) listed in the maintenance contract and to remedy malfunctions as quickly as possible and in a proportionate manner.

Services are provided from Monday to Friday, 7 a.m. to 5 p.m., except on public holidays, at Gehrig's headquarters and/or at the location/delivery point of the machine ("specified business hours"), unless otherwise agreed. Work carried out at the customer's request

outside the specified business hours is subject to a charge, including a surcharge, in accordance with the applicable tariff.

4. Obligations of the customer

As a prerequisite for claims arising from the contractual scope of services, the customer must create the conditions in good time to enable Gehrig to perform the services.

If the customer fails to fulfill their obligations, Gehrig may withdraw from the contract after setting a grace period in writing (including by email) and claim damages (including compensation for lost profits). In the event of an irremediable breach of duty by the customer, Gehrig is entitled to withdraw from the contract without setting a grace period and to claim damages (including compensation for lost profits).

For the installation of machines, the following must be provided on site: Plumbing, electrical, and gas installations, as well as steam extractors, chimneys, tank pipes, and all other necessary work on site, as well as the necessary scaffolding and equipment for installing the products.

If necessary, auxiliary personnel and the required transport equipment must be provided free of charge for unloading products.

For safety reasons, Gehrig employees must be accompanied by one person when working outside of the specified business hours.

When purchasing services, the customer shall ensure that Gehrig has access to the operating site and the product, and shall provide the building infrastructure such as electricity, water, steam, IT network, etc., as well as (if necessary) cleaning and disinfecting agents of the required quality in accordance with Gehrig's technical specifications.

The products must be in working order and cold at the start of the work.

If Gehrig is unable to start work immediately upon arrival, Gehrig will invoice the waiting time (from a waiting time of 0.5 hours) separately.

The customer is responsible for carrying out maintenance work on products that is required at short, regular intervals and can be performed without special knowledge or tools (e.g., cleaning all removable parts, cleaning filter screens, etc.) in accordance with the operating and maintenance instructions. Even during the warranty period, preventive maintenance must be carried out in accordance with machine usage (cycles) and the recommended Gehrig guidelines, otherwise the warranty will be void.

The products must be regularly maintained and serviced by the customer in accordance with Gehrig's specifications. Repairs and maintenance may only be carried out by appropriately trained personnel using original Gehrig spare parts.

The customer is obliged to have any change of location (even the shortest distances) of machines carried out by Gehrig's specialist personnel.

A water filter must be installed upstream of the machine to purify the water. If the water hardness and total hardness exceed the following limit values (French degrees of hardness, fH), partial desalination or another system that reduces the total hardness must also be used:

- § Dishwashers: 15° fH
- § Combi steamers: 2° fH
- § Osmosis systems 15° fH

Damage caused by excessive lime (total hardness) in the water will be charged in full to the customer by Gehrig Group AG.

5. Prices

Unless otherwise agreed, prices for products are quoted in Swiss francs (CHF) net, excluding applicable VAT, EXW (Incoterms 2020), without insurance, packaging, handling, unloading, and without discounts or deductions.

The prices for products confirmed by Gehrig remain valid until the confirmed date, but for a maximum of 35 months from receipt of the order. After this period, the valid daily prices apply, unless a special price adjustment, e.g., a sliding price formula, has been agreed.

Services (including flat-rate travel costs, flat-rate mileage allowance, expenses, flat-rate on-call fee, hourly billing rate, spare parts costs, small parts surcharge, surcharges for work outside normal working hours, additional expenses at the customer's request, or similar) will be charged at Gehrig's current rates on a time and material basis, unless otherwise agreed in the contract.

6. Price adjustment

Gehrig reserves the right to adjust the offer and prices in the event of changes to the agreed delivery periods and dates by the customer.

If, after conclusion of the contract and before delivery of the products, Gehrig's costs increase, e.g. for raw materials, wages, energy, public charges or other costs beyond Gehrig's control, Gehrig reserves the right to levy one or more surcharges on the price in order to compensate for this increase.

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During the term of the contract, both parties have the option—unless otherwise agreed—to review and change the prices for services in the event of high inflation. A high inflation event would be triggered if there is an extraordinary price increase in Switzerland compared to the previous year, using the national consumer price index as a benchmark. If inflation in Switzerland exceeds 3% in any 12-month period during the term of the contract, both parties agree to a price adjustment of no less than 3% to offset the additional costs incurred. The agreed price adjustment in this scenario may not exceed the inflation rate.

Any changes or new introductions of statutory taxes or levies (such as the value-added tax rate) will be passed on to the customer.

7. Terms of payment

Payments shall be made at Gehrig's registered office without deduction of discounts, expenses, levies, taxes, fees, customs duties, and the like.

Unless otherwise agreed, payment for Gehrig's services shall be made by paying the invoice. Services related to cleaning product subscriptions can only be paid for by direct debit, invoice, credit card, or Twint. Payment by direct debit, credit card, and Twint is subject to the customer's master data being up to date and complete.

Invoices are due immediately unless otherwise agreed. If the customer is in default of payment, default interest of 5% per annum will be charged. In addition, all costs incurred in connection with the default of payment must be reimbursed. The reminder fee is CHF 50 per reminder. If the customer does not pay their invoice in full within 10 days of the reminder being sent, Gehrig may withdraw from the contract or terminate the contract with immediate effect, charge retroactively for any discounts received and claim damages (including compensation for lost profits).

Citing defects or delivery and/or installation delays caused by the customer does not release them from their obligation to comply with the terms of payment.

If Gehrig is unable to commence and perform its services as agreed due to construction delays, Gehrig is entitled to demand further partial payments corresponding to the value of the systems already manufactured. If the partial payments to be made by the customer are not made on time, Gehrig is entitled to suspend performance until payment is received and to assert claims for damages in addition to claims for interest on arrears. The agreed dates shall thereby be canceled and must be rescheduled. If no agreement can be reached in this regard within a reasonable period of time, Gehrig may withdraw from the contract and claim damages (including compensation for lost profits).

8. Delivery period

Dates and delivery periods are only indicative unless they are expressly designated as binding in the contract.

If unforeseeable obstacles arise that are beyond Gehrig's control, the delivery periods and dates shall be extended to a reasonable extent. These include in particular:

§ Delays in the provision of necessary technical or other essential information by the customer or third parties, or failure to create the conditions for obtaining such information in good time (e.g., building dimensions)

§ Inadequate conditions for delivery, such as insufficient infrastructure, e.g., water and electricity supply

§ The absence of necessary permits, government import restrictions, or similar measures

§ Events of force majeure

In the event of a delay in the acceptance of goods ready for shipment by the customer, Gehrig reserves the right to store the goods at the customer's expense and risk. Reasonable fees will be charged for storage.

If agreed partial payments are not made on time, Gehrig is entitled to adjust the delivery dates accordingly.

Delays in delivery do not entitle the customer to withdraw from the contract or to claim compensation for any resulting damage.

9. Retention of title

The delivered or installed products remain the property of Gehrig until all claims arising from the business relationship between the customer and Gehrig have been paid in full. Products that Gehrig provides to the customer as part of an all-inclusive rental agreement are and remain the property of Gehrig (even in the event of the customer's bankruptcy). Ownership of these products is not transferred to the customer at any time.

In the event of seizures or other interventions by third parties prior to the transfer of ownership, the customer must notify Gehrig immediately in writing so that Gehrig can exercise its rights. The customer is liable for any loss incurred by Gehrig. The customer agrees that the product may be entered in the retention of title register of the competent debt collection office.

10. Transfer of risk and place of performance

Unless otherwise agreed, the transfer of risk shall take place upon delivery of the products EXW (Incoterms 2020).

If shipment of the products is delayed at the customer's request or for other reasons for which Gehrig is not responsible, the risk shall pass to the customer at the originally scheduled time. From this point on, products shall be stored at the customer's expense and risk.

Unless otherwise agreed, the place of performance for services shall be Gehrig's registered office.

11. Transport and insurance

The choice of supplier, whether by Gehrig, Swiss Post, or another shipping service provider, is reserved exclusively for Gehrig. Special requests regarding shipping, transport, and insurance of the products must be communicated to Gehrig in a timely manner and will be taken into account as far as possible and proportionate.

The transport of the products is at the expense and risk of the customer.

Insurance against damage of any kind is the responsibility of the customer.

Complaints by the customer in connection with the shipping or transport of the products must be addressed by the customer to the last carrier immediately upon receipt of the delivery or the freight documents.

Delivery generally takes place during the specified business hours, unless otherwise agreed.

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If the delivered products cannot be installed immediately, space must be provided on site for proper storage. The customer is liable for all costs resulting from damage caused by other construction site personnel and due to inadequate space, as well as for damage caused by water, fire, and collapse, and for theft. After the components have been installed, the customer must ensure sufficient protection against impact, soiling, and damage. Gehrig expressly rejects any liability for the consequences of non-compliance with these regulations.

Unless otherwise agreed, confirmed orders will be delivered to the address specified in the order confirmation. If the customer is not present at the time of delivery, the delivery will be handed over to an authorized person. In addition, the customer may specify a secure storage location where the order can be deposited. If neither the customer nor an authorized person is present and no secure storage location has been agreed upon, the delivery shall be deemed impossible. The customer shall be charged for all delivery and return costs.

12. Return and disposal fee

At the customer's request, Gehrig will take back and/or dispose of machines. Gehrig is entitled to charge the customer for the return and/or disposal at the current rates.

Cleaning agents from Gehrig that are unopened, unused, and undamaged can be returned at the customer's expense up to 30 days after receipt. Any payments for the returned cleaning agents will be refunded by Gehrig.

13. Changes to services

Both parties may request changes to the services. If such changes result in additional costs or expenses, Gehrig reserves the right to charge the customer for the additional work at the current rates.

14. Inspection and acceptance

The customer shall inspect the services immediately upon receipt or provision, unless a special inspection period has been agreed. Any defects must be reported in writing within ten days. If the customer fails to do so, the services shall be deemed to have been approved.

A special acceptance test shall only be carried out if this has been contractually agreed or is customary. In this case, the acceptance test must be recorded.

Only defects that significantly impair the use of a product entitle the customer to refuse acceptance. Gehrig must be given the opportunity to remedy such defects within a reasonable period of time.

Insignificant defects do not entitle the customer to refuse acceptance. However, they must be remedied by Gehrig within the scope of the warranty.

Acceptance shall also be deemed to have taken place in the following cases:

- if an agreed acceptance test does not take place on the agreed date for reasons for which Gehrig is not responsible
- if the customer refuses acceptance without being entitled to do so
- if the customer refuses without reason to sign a properly prepared acceptance report, even though the conditions for acceptance have been met
- if the customer uses a product from Gehrig

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15. Digital services and intellectual property

Insofar as the services include the cloud-based customer/IoT platform GG+connect (the "Platform") or Gehrig's services are connected to the Platform, the customer is granted the temporary, non-exclusive, non-sublicensable, revocable, and non-transferable right to use the Platform for the contractually intended purpose (the "Right of Use"). The customer is not permitted to use the platform in any way that exceeds the right of use. In particular, the customer is not entitled to make changes to the platform in order to access the source code or to make the platform accessible to third parties without prior consultation with Gehrig. For software from third-party manufacturers, only their license terms apply.

The privacy policy (DSG) applies to the processing of personal data by Gehrig. Gehrig accepts fault reports from the customer. The customer authorizes Gehrig to read out the necessary machine data for the purpose of fault detection and remote maintenance and to make software configurations on the machine. Maintenance windows will be announced to the customer with reasonable advance notice, if possible, and will be scheduled for off-peak times when the deliveries and services are little used. This does not apply to maintenance windows that must be set up in an emergency, for example to carry out security updates. The customer must be notified of such maintenance windows at the latest at the time the work begins. If Gehrig has to install additional hardware in order to provide platform-related services, this will be made available to the customer free of charge, but will remain the property of Gehrig.

Gehrig is only able to provide all platform-related services in full if (1) Gehrig's service has a corresponding connectivity module or (2) a Gehrig gateway with LAN, WLAN, and SIM is installed. In addition, a stable and continuous Internet connection with the necessary firewall settings must be available.

All intellectual property rights, in particular to the platform, remain the property of Gehrig.

16. Warranty

This section conclusively regulates Gehrig's warranty obligations and the customer's warranty rights. Gehrig does not assume any other express or implied warranties, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose. All additional or statutory warranty obligations or warranty rights are excluded to the extent permitted by applicable law. Unless the parties have agreed otherwise in writing, the warranty extends only to the customer and is not transferable or assignable, in whole or in part, to any subsequent purchaser, and any attempt to transfer it will result in the termination of all warranties contained herein.

Gehrig warrants that products have the agreed characteristics and that services are performed with due care.

The warranty does not apply to used products or to consumable and wear parts.

The warranty does not apply

e) if the product, component, or (replacement) part was not manufactured by Gehrig or is covered by another manufacturer's warranty

f) if a defect or damage was caused or contributed to by the customer, by third parties, by a random event, by accident, or by negligence, in particular in the following cases:

§ unauthorized or improper installation (unless carried out by Gehrig) of the product or attachments, repairs, or modifications

§ impermissible or improper use (in particular in cases of non-compliance with the operating instructions, use of untrained or inadequately trained personnel, excessive strain, and use of unsuitable operating materials or unsuitable accessories, use of softened water from an ion exchanger for combi steamers)

§ Neglected or inadequate maintenance

§ Improperly performed repairs

§ Use of unsuitable spare parts

§ Chemical or electrolytic influences

§ Unauthorized or improper installation of attachments, repairs, or modifications

§ Unauthorized relocation of machines

§ Normal wear and tear

§ Use of excessively hard water (total hardness)

§ Other misuse or improper use

The customer must report any defects to Gehrig in writing (including by email) no later than ten days after discovery of a defect and immediately take all appropriate measures to mitigate the damage. Otherwise, warranty claims are excluded.

Unless otherwise specified in the contract, the warranty period for products is 12 months. It begins with the delivery of the products. If Gehrig has undertaken the installation, the warranty period begins with acceptance. If shipment, installation, or acceptance is delayed for reasons for which Gehrig is not responsible, the warranty period ends 18 months after notification of readiness for shipment. For services provided by Gehrig, the warranty period is six months from the date on which the service was delivered or performed, unless otherwise agreed in writing.

The warranty period for repaired defects and replacement parts is six months.

During the warranty period, the customer is entitled to have the defect repaired, i.e., Gehrig will repair or replace the defective part within a reasonable period of time at its own expense at the Gehrig factory or at the location of the product. In the event of repair at Gehrig's factory, the rejected parts must be sent to Gehrig. Returned replacement parts become the property of Gehrig. Defective cleaning agent containers can be returned to Gehrig. Gehrig will refund the purchase price of the cleaning agents upon receipt, provided that this was caused by damage during delivery. If Gehrig has neither carried out an installation check nor assisted the customer with functional testing, and if the defective product is not serviced by Gehrig, the customer's claim is limited to the free delivery of the spare parts required for the repair. The replaced parts must be returned to Gehrig at Gehrig's expense.

If Gehrig is unable to remedy a detected defect, the customer is entitled, in the case of proven defects, to demand a price reduction corresponding to the reduced value after setting a reasonable grace period in writing, or, in the case of significant defects that impair the utility value to such an extent that the customer cannot reasonably be expected to accept the product, to withdraw from the contract.

The customer's warranty rights for third-party products exist exclusively vis-à-vis the third-party manufacturers and are governed by their warranty provisions. Gehrig excludes any warranty of its own in this regard. Instead, Gehrig will assert the warranty rights vis-à-vis the third-party manufacturers in the customer's interest, insofar as this is expedient and reasonable.

17. Liability

Any claims or rights of the customer or third parties arising from or in connection with actual or alleged defects and/or damage to the products other than those listed in clause 16 are expressly excluded by Gehrig, including any claims for rescission and/or reduction.

Gehrig shall be liable to the customer for the rectification of defects resulting from normal use during the warranty period and also for damage to components if this can be proven to have been caused by Gehrig's installation. Gehrig shall not be liable for malfunctions or failures attributable to misuse, neglect, fire, limescale, excessive water hardness, irregular power supply, or modifications by unauthorized persons or other points listed in section 16. Gehrig shall in no event be liable to the customer for any direct or indirect damage, third-party damage and/or compensation or reimbursement of expenses of any kind, such as for business interruptions, loss of use, loss of profit, financing costs, loss of data and information, and consequential damage. Gehrig shall not be liable for auxiliary persons whom Gehrig engages to fulfill its contractual obligations. Gehrig's liability to the customer is limited to the amount corresponding to the price specified in the contract. The exclusion of liability shall not apply in cases where Gehrig is liable under the Product Liability Act or in cases of intent or gross negligence.

In the event of malfunctions of the machines attributable to misuse, neglect, fire, faulty power supply, or modifications by unauthorized persons without the prior express consent of Gehrig, or other points listed in section 16, Gehrig reserves the right to withdraw from the obligations under this contract.

18. Force majeure

Force majeure refers to events over which the parties have no influence and which are unforeseeable.

Cases of force majeure include, in particular: disruptions to the public power supply, communications infrastructure, and transport routes; government measures; virus or hacker attacks; labor disputes; fire; extraordinary weather conditions; nuclear and chemical accidents; earthquakes; war; mobilization or call to arms to the same extent; terrorist attacks; strikes and sabotage; natural disasters, requisition, confiscation, currency and trade restrictions, riots and civil unrest, transport restrictions, general material restrictions, restrictions on energy consumption, and shortages and delays at suppliers attributable to such circumstances.

If a party is prevented from fulfilling its contractual obligations in whole or in part due to force majeure, the affected party shall be released from its liability for non-performance for as long as the force majeure continues.

In the event of force majeure lasting more than three months, either party may terminate the contract retroactively from the date of occurrence of the force majeure. Services rendered up to that point shall be compensated.

19. Final provisions

Amendments or additions to the contract must be made in writing and signed (including DocuSign or Kofax PDF) by both parties in order to be valid.

Gehrig reserves the right to amend these GTC at any time. The version of the GTC valid at the time of the order shall be decisive and cannot be unilaterally amended for this order.

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No part of this contract may be assigned without the prior written consent of Gehrig. The sale of services by Gehrig in accordance with these terms and conditions does not establish any rights vis-à-vis third parties. All notifications or claims required or permitted under these terms and conditions must be made in writing, in the case of the customer to the address in Gehrig's file and in the case of Gehrig to Gehrig's address.

The customer has no right to offset unless their claims have been recognized in writing by Gehrig or established by a court of law.

The customer acknowledges that information about order or payment processing may be forwarded to the Swiss Creditreform Gen association.

The invalidity or contestability of one or more provisions of a contract does not affect the validity of the remaining provisions. In such a case, the parties shall endeavor to replace the invalid or voidable provision with another valid and enforceable provision that comes as close as possible to the legal and economic content of the invalid provision.

All legal relationships between Gehrig and the customer are governed exclusively by Swiss substantive law. The applicability of the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980, and the Federal Act on Private International Law is excluded.

The ordinary courts at Gehrig's registered office shall have exclusive jurisdiction to hear all disputes arising in connection with the contract between the customer and Gehrig.