

General Terms of Sale for Studies



Kneading - Mixing - Drying

LIST Technology AG
CH-4422 Arisdorf
Switzerland

Phone +41 61 815 30 00

Web www.list-technology.com

Mail info@list.ch

MWST-Nr.: CHE-321.261.275 MWST

1 Scope of supply

The scope of supply is definitively described in the Offer and its attachments.

2 Interest

Any invoice not paid by its due date will be subject to carrying charges, which shall accrue and be added to the unpaid balance at the rate of four (4) percent over the current three (3) months CHF SARON target. The right to claim further damages is reserved.

3 Taxes

The total price includes all taxes, premiums, fees, duties, and other costs and expenses (hereinafter collectively called "Charges") levied to LIST and its sub-suppliers in the country of LIST and its sub-suppliers. LIST shall accordingly accept full and exclusive liability for payment of all "Charges", whether or whose-so-ever now or hereafter imposed.

The CUSTOMER shall indemnify and hold harmless LIST from and against all taxes, premiums, fees, duties, and other costs and expenses (hereinafter collectively called "Foreign Charges") levied by the prevailing Laws in the destination country of the LIST scope of supply. The CUSTOMER shall accordingly accept full and exclusive liability for payment of all "Foreign Charges", whether or whose-so-ever now or hereafter imposed.

4 Warranty

The study will be executed with the best effort and know-how of LIST. However, no warrantee is implied that the test work, if applicable, will produce promising data, samples within certain specifications or quantities.

5 Limitation of Liabilities

LIST shall only liable for the completeness and correctness of the deliverables. LIST shall in no event be liable for consequential, indirect, incidental or special damages, including but not limited to loss of profit, loss of production, etc.

6 Secrecy / Intellectual Property

The separately signed Non-disclosure agreement shall apply for this offer.

7 General Terms

7.1 Contractual Collaboration

7.1.1 Ranking of Documents

In case of conflicts between the contractual documents, the following ranking applies, i.e. the higher ranked document takes precedence over the lower ranked document:

1. The offer including its appendices
2. The specification from the CUSTOMER

7.1.2 Changes of Scope

All agreements and legally relevant declarations of the parties must be in writing in order to be valid and shall be effective when delivered to a party or when that party refuses the acceptance of delivery. Declarations in text form which are transmitted by or recorded on electronic media will be equated with written declarations when specifically agreed so by the parties. Mathematical or clerical errors may be corrected at any time.

If the scope of work changes during the project LIST will contact the CUSTOMER as fast as possible to agree on the changes of

scope, services and/or offer. As long as the order is not altered to reflect the changes, the analogue conditions of the existing agreement are valid for the new scope of delivery.

7.1.3 Customer Instructions

The CUSTOMER defines the overall approach to the project. In order to maintain the agreed to delivery dates, LIST depends heavily on the Customer supplied information to be delivered as fast as possible Without prior explicit instructions from the CUSTOMER, LIST assumes that all information provided by the customer are correct and complete.

7.2 Partial Nullity

If single clauses or parts of a clause will be declared null and void, the rest of the clauses or the rest of that clause remain valid.

7.3 Assignment of Rights

The CUSTOMER may not assign its rights or obligations without the prior written consent of LIST and any assignment without that consent shall be of no effect.

8 Indemnity

The CUSTOMER shall indemnify and hold harmless LIST from and against all claims, damages and expenses resulting from the damage of property / and/or physical injury and/or death, arising from or in connection with LIST deliverables.

9 Jurisdiction and Applicable Law

The exclusive venue of jurisdiction for both the CUSTOMER and the LIST shall be Arisdorf, Switzerland.

The order shall be governed by Swiss substantive law under exclusion of the United Nation Convention on Contracts for International Sale of Goods (1980).

10 Exclusions

The exclusions are definitively described in the Offer and its attachments.

Rev. 2.0, 27. November 2025