

General Terms of Sale

LIST 
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, i.e. the LIST process solution, is definitively described in the Technical Offer and its attachments. The scope of supply covers process equipment, engineering and Technical Services.

2 Terms of Payment

2.1.1 Letter of Credit

Confirmed irrevocable Letter of Credit (L/C) to be opened by CUSTOMER in favour of LIST latest 30 days after date of purchase order (PO). The L/C must be confirmed by a first class Swiss Bank.

The L/C shall be valid until 30 days after contractual delivery date.

The costs related to opening and the confirmation of the L/C shall be borne by the CUSTOMER. The costs for LC negotiation in Switzerland shall be borne by LIST.

2.1.2 Letter of Credit Documents:

The final payment shall be made against the following documents:

- Signed commercial invoice
- Bill of Lading (3 originals) or Airway Bill
- Packing list
- Certificate of origin

2.1.3 Advanced Payment Bank Guarantee:

The bank guarantee for the invoiced amount will be issued by a first class Swiss Bank in favour of the CUSTOMER acc. to the Uniform Rules for Demand Guarantees (URDG) 2010 revision, ICC Publication No. 758. It will be valid until the delivery date.

2.2 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 Project Layout / Schedule

LIST will provide to the customer a project schedule showing basic engineering, delivery ex-works, installation, inspection of installation, mechanical start-up, process start-up and performance test. The steps, their goals and generic duration is specified below.

4.1 Factory Acceptance Test

4.1.1 Purpose

The factory acceptance test (FAT) take place prior to the delivery of the process equipment as per the standard LIST procedure. The inspection confirms that the equipment is in accordance with the contractual obligations, the valid standards and codes, as well as with the normal practices of LIST. The records of the FAT shall be made available to the CUSTOMER in form of a Quality Certificate or Certificate of Conformity issued by LIST.

4.1.2 Inspection Right

The CUSTOMER is entitled to attend the FAT with its inspector(s) or with their appointed supervisor at its own costs. All reasonable facilities and assistance shall be furnished by LIST to the inspector(s) of the CUSTOMER. LIST shall notify the CUSTOMER the date of the inspection one (1) month before the process equipment shall be ready for the inspection to assure that the CUSTOMER can attend the inspections. The CUSTOMER's failure to attend or sign off on the FAT shall not relieve its obligation to pay for the scope of supply in full.

4.1.3 Cost Allocation

Aside from the cost of travel and accommodation of the inspector(s) of the CUSTOMER, all expenses involved in the inspection and testing of the process equipment shall be born by LIST. Further testing or deviations from the standard LIST testing procedure have to be specifically agreed upon between LIST and the CUSTOMER and paid for by the CUSTOMER.

4.2 Delivery

The delivery is defined by the delivery date and the place of delivery. The delivery date is the date when the respective scope of supply must be available ex-works. The delivery date is calculated by adding the delivery periods specified in the Technical Offer to the date when the order has been clarified and acknowledged by LIST, payments due with the order have been made and all technical points have been settled. The delivery date shall be deemed to be achieved if at that time LIST issues a notice to the CUSTOMER informing that the respective scope of supply is ready for shipment. Partial deliveries are permissible. LIST reserves the right to charge for storage in case the CUSTOMER is not ready for shipment of the supply at the time of delivery from LIST.

4.3 Installation

Prior to delivery of the process equipment, the CUSTOMER shall prepare the installation site in accordance with all written specifications, requirements or recommendations that LIST provides. The CUSTOMER shall carry out the installation of the process equipment according to the installation instructions of LIST.

4.4 Inspection of Installation

The purpose of the inspection of the installation by LIST is to verify that all equipment, auxiliaries, measuring and control instruments are installed according to the specifications provided by LIST.

4.5 Mechanical Start-up

4.5.1 Purpose

The mechanical start-up is to verify that the LIST process solution is functionally working without product, but properly

General Terms of Sale

operating with the utilities and the rest of the facilities under cold and/or hot conditions.

4.5.2 Procedure

The mechanical start-up will initially take place under atmospheric pressure and then under operating pressure to make sure that the units are leak-free and functional. The mechanical start-up also includes the testing of the sequences, control loops and the control system. Heating / cooling of the unit at the specified process/operating temperatures shall be made through the heating/cooling system.

The mechanical start-up shall preferably take place immediately after the inspection of installation, if no major deviations are detected during the inspection of installation.

4.6 Process Start-up

4.6.1 Purpose

The process start-up of the LIST process solution is to verify that the LIST process solution is functionally working with the actual product from the upstream stages of the CUSTOMER's plant under certain operating conditions.

4.6.2 Procedure

The process start-up of the LIST process solution is completed when the LIST process solution can be operated under operating conditions.

The process start-up of the LIST process solution shall preferably take place immediately after the mechanical start-up, if no major deviations are detected during the mechanical start-up.

4.7 Performance Test

4.7.1 Purpose

The performance test will demonstrate that the LIST process solution reaches the warranted performance.

4.7.2 Procedure

The performance test shall be conducted for a period of twenty-four (24) hours. The result of the test run(s) shall be recorded and a report shall be issued and mutually signed. For the evaluation of the performance test the best operating period of eight (8) hours out of twenty-four (24) hours shall be selected and the results achieved during that period shall form the basis of comparison between the actual performance and the performance warranty. A certificate of final acceptance of the LIST process equipment will be established and mutually signed.

A grace period of 30 minutes shall be granted in case the performance test needs to be interrupted. Longer interruptions, but each not exceeding eight (8) hours, shall be compensated by extension of the performance test period.

If the performance test should fail due to fault of LIST, then LIST shall execute the necessary modifications and the performance test shall be repeated. The corresponding procedure is described in chapter 6.3.2.

The performance test of the LIST process solution shall preferably take place immediately after the process start-up, if no major deviations are detected during the process start-up.

4.8 Time Limitation

If the inspection of installation or the mechanical start-up or the process start-up or the performance test cannot be conducted within twelve (12) months from the time of delivery due to reasons for which LIST is not responsible, then the scope of supply is considered accepted.

4.9 Responsibility for On-Site Work

LIST's specialists shall be on-site for inspection of installation, mechanical & process start-up and the performance test.

4.9.1 Collaboration

During inspection, start-up and testing the LIST process solution will be handled and/or operated by the CUSTOMER's personnel under the guidance and supervision of LIST. LIST has the responsibility to provide competent recommendations to the CUSTOMER's appropriately skilled personnel, who in turn have the overall responsibility for the successful execution of those

recommendations given by LIST's specialists, in order to successfully complete the inspection, start-up and testing.

4.9.2 Resources Provision

The CUSTOMER is fully responsible for establishing the necessary conditions to successfully complete the inspection, start-up and testing. This includes, but is not limited to having the required raw materials at quantities and compositions, utilities and services, materials, skilful personnel, etc.

5 Warranty

5.1 General Conditions

The Mechanical and the Performance Warranty specified below are granted if:

- The inspection of installation of the LIST process solution is performed by a specialist from LIST;
- The mechanical start-up, the process start-up and the performance test of the process solution are fully supervised by a specialist from LIST;
- Modifications and/or additions specified by LIST that fall under the CUSTOMER's responsibility have been completed;
- The CUSTOMER utilizes the Technical Services supplied by LIST;
- LIST operating instructions are followed and applied,
- The alleged shortcoming is not due to normal wear and tear of parts,
- The damages are not due to improper or negligent maintenance to the LIST process solution;
- No overloading, no use of any unsuitable material, no influence of chemical or electrolytic action, no corrosion, no abrasion and/or similar circumstances applies;
- No repairs, no modifications or any other kind of mechanical changes to the LIST process solution are carried out by the CUSTOMER and/or a third party without having prior written authorization of LIST;
- The shortcoming is not due to any auxiliary equipment procured by the CUSTOMER or others.

5.2 Mechanical Warranty

LIST warrants proper functioning of the supplied process equipment, i.e. the LIST process equipment shall be free of defects in design, materials of construction and workmanship.

The mechanical warranty covering the LIST process equipment is valid for a warranty period of twelve (12) months from the date of the mechanical start-up of the LIST process equipment, but not longer than eighteen (18) months from the date of delivery ex-works, whichever applies first.

LIST supplies new, fit-for-purpose quality, technologically advanced products in compliance with the corresponding technical specifications. LIST employs a quality assurance system consistent with the applicable requirements in accordance with applicable design and manufacturing codes.

5.3 Performance Warranty

LIST warrants that the LIST process solution shall meet the explicitly specified performance warranty. This performance warranty is only valid for those performance conditions explicitly specified. The warranted performance will be shown in a performance test as specified under chapter 4.7.

6 Deviations to Contractual Obligations

6.1 Deviations from Specifications

6.1.1 Claim Procedure

Should during the FAT, inspection of installation, mechanical start-up, process start-up, the performance test or during the warranty period any deviations from a specification or contractual agreement emerge, then the following procedure has to be followed:

- The CUSTOMER informs and/or claims alleged deviations always and immediately in writing to LIST, but not longer than one (1) week after being aware of the deviation;

General Terms of Sale

- The CUSTOMER shall not return any allegedly non-conforming supplies without prior written return shipment instructions from LIST;
- Both parties shall jointly analyze the cause for deviation and shall cooperate with determining a solution to the issue;
- In case of warranty, LIST shall have the process solution, or the allegedly non-conforming part of the solution, repaired or replaced in the reasonably shortest feasible time at its own cost. Any costs resulting from the cleaning, disassembly, re-assembly and transport of the non-conforming LIST process solution or part thereof will be borne by the CUSTOMER, except costs concerning LIST's personnel. Deficiencies of any kind in supplies or services shall not entitle the CUSTOMER to any rights and claims other than those expressly stipulated in the warranty. The CUSTOMER shall provide to LIST at no cost the necessary assistance and utilities requested by LIST. Replaced parts shall become LIST's property;
- If the non-conformity does not concern LIST's warranty, LIST shall assist the CUSTOMER to make improvements and modifications to reach the respective processing capacity at the costs of the CUSTOMER.

6.1.2 Correction of Minor Deviations

In case of minor deviations for which LIST bears the cost, LIST shall judge from case to case whether the CUSTOMER shall execute the work on behalf of and at the risk of LIST or whether LIST shall execute the work ourselves. Provided that prior to any actions LIST has accepted the existence of the minor deviation in writing and authorized the CUSTOMER to proceed with the repair or replacement, the CUSTOMER shall carry out the necessary repairs or replacements at the costs of LIST. A written report shall always be sent to LIST immediately after such work has been completed.

6.1.3 Validity of Claims

Any valid claims made by the CUSTOMER within the initial period of the Mechanical Warranty shall remain effective even after the expiration of the Mechanical Warranty, if the claim remains unsettled.

6.2 Late Delivery

6.2.1 Delays

The relevant delivery date(s) is reasonably extended if:

- a) The information required by LIST to perform is not received in time, or any documents furnished by the CUSTOMER were not in conformity with the actual circumstances, or were incomplete, or if the CUSTOMER subsequently causes delay in the delivery of the LIST process solution or Technical Services by changing data or requirements;
- b) The CUSTOMER is behind schedule with his own work, or with the performance of its contractual obligations, in particular if the CUSTOMER fails to observe the terms of payment;
- c) Force Majeure as per Chapter 6.4 applies.

6.2.2 Grace Period

A grace period of four (4) weeks towards the delivery date as defined in chapter 4.2 shall be granted to both parties.

6.2.3 Penalty

The CUSTOMER shall be entitled to claim penalty for delayed delivery towards the delivery date of the LIST process equipment in so far as it can be proven that the delay has been caused through the fault of LIST and that the CUSTOMER has suffered a loss as a result of such delay. If substitute equipment or materials can be supplied to accommodate the CUSTOMER, the latter is not entitled to any penalty for delay.

6.2.4 Limited Penalty

Penalty for delayed delivery shall not exceed half of a percent (½%) for every full week's delay and shall in no case whatsoever altogether exceed five percent (5%) of the total price for that part of the LIST process equipment delayed.

After reaching the maximum penalty for delayed delivery, the CUSTOMER shall grant LIST in writing a reasonable extension of time. If such extension is not observed for reasons within LIST's control, the CUSTOMER shall have the right to reject the delayed part of the supplies or services. If a partial acceptance is economically not justified on the part of the CUSTOMER, the latter shall be entitled to terminate the order and to claim refund of the money already paid against return of the deliveries supplied.

6.3 Non-Fulfillment

6.3.1 Limited Warranty

Any parameters whatsoever, which are not explicitly defined as being warranted, shall not be considered as such. The warranty is not transferable.

6.3.2 Non-Fulfillment Procedure

If the performance test should fail due to reasons within LIST's responsibility, then LIST shall execute the necessary modifications as specified in chapter 6.1.1 and the performance test shall be repeated. The modifications and the performance test shall be repeated until the warranted performance can be shown. If LIST does not achieve the performance test within a reasonable time after the commencement of the first performance test and if the use of the process equipment is considerably impaired, the CUSTOMER shall be entitled to:

- a) Deduct that amount from the total price corresponding to the process equipment delivered by LIST or part thereof not achieving the performance warranty;
- b) Request from LIST to repay the corresponding price for the process equipment delivered by LIST or part thereof not achieving the performance warranty. Furthermore LIST shall be obliged to take back such process equipment or a part thereof at its own cost.

6.4 Force Majeure

6.4.1 Definition

Force Majeure shall be defined as all hindrances of execution of the order which cannot be prevented despite using the required care, regardless of whether they affect LIST or the CUSTOMER or a third party. Such hindrances include, but shall not be limited to, epidemics, mobilization, war, revolution, strikes, serious breakdown in the factory, accidents, labor conflicts, late or deficient delivery by subcontractors of raw materials, semi-finished or finished products, the need to scrap important work pieces, official actions or omissions by any state authorities or public bodies, natural catastrophes, acts of God.

6.4.2 Duty to Notify

A party claiming Force Majeure shall inform the other party as soon as possible by registered letter and pre-fax, but not later than fourteen (14) days from the occurrence of the event of Force Majeure. The event shall be certified by the respective Chamber of Commerce and/or governmental authorities within the same timeframe. Any relief due to Force Majeure is effective from the date the other party has received the written notice.

6.4.3 Effects of Force Majeure

Force Majeure shall prolong the fulfillment of the effected part of the contractual obligations of both parties with a period corresponding to the consequences of the notified hindrance. No party has the right to claim from the other party any damages, penalties or other compensation due to a prolongation caused by Force Majeure. Any delay or failure in performance caused by Force Majeure shall not constitute default. However, both parties are obliged to help each other to minimize the effects of the prolongation and to take reasonable measures to execute the contractual obligations as far as it is practical.

6.4.4 Termination

If a delay due to Force Majeure exceeds six (6) months, the parties shall settle the on-going implementation of the contractual obligations by amicable consultation and shall enter into an amending agreement as soon as possible. Or either party shall be entitled to terminate the contractual obligations by registered

General Terms of Sale

letter to the other party. Termination date shall be thirty (30) days after the other party has received the written notice. The general clauses for termination as per chapter 9.3.2 also apply for termination out of Force Majeure.

7 Liabilities

7.1 Indemnity

LIST agrees to indemnify the CUSTOMER against claims, damages and expenses resulting from the damage of property / and/or physical injury and/or death, arising from or in connection with LIST's performance under the order and for which LIST is legally liable. LIST shall maintain and carry liability insurance which includes general liability.

7.2 Limitation of Liabilities

LIST shall not be liable if the process equipment is used contrary to its determined purpose. 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.

LIST's total aggregate liability towards the CUSTOMER shall be limited to ten (10%) percent of the total price.

The above exclusion of liability, however, does not apply to unlawful intent or gross negligence on the part of LIST, but does apply to unlawful intent or gross negligence of persons employed or appointed by LIST to perform any of its obligations. The above exclusion of liability does also not apply as far as it is contrary to compulsory law.

8 Secrecy / Intellectual Property

8.1 Secrecy

The CUSTOMER and LIST shall treat the project and everything connected therewith as confidential for a period of ten (10) years, especially the CUSTOMER will not pass LIST's offers including annexes to third parties. All additional points on secrecy and intellectual property are handled in a separate agreement.

8.2 Patent Infringement

8.2.1 Basis of Offer

The design of the LIST process solution is based on LIST's proprietary know-how regarding the mechanical design and on the specification(s) of the CUSTOMER.

8.2.2 LIST Patents

LIST is in possession of basic patents and the proprietary know-how regarding the mechanical design and manufacturing of the process solution. If third parties should file for patent infringement concerning the mechanical design of the process solution, LIST will contest such claim for patent infringement. The CUSTOMER shall provide to LIST all information available in connection with such claim and legal aid. LIST will bear the costs arising to contest such patent infringement claim.

8.2.3 Third Party Patents

LIST is not responsible for the method or process application for which the process solution is used. If third parties should claim for an infringement of a protection right concerning the process application for which the process solution is used, LIST will not be responsible for these protection claims and all costs arising thereof. But LIST will provide to the CUSTOMER all information available and support the CUSTOMER to fight such patent claim.

9 General Terms

9.1 Contractual Collaboration

9.1.1 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 appendixes
2. The specification from the CUSTOMER

9.1.2 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.

9.1.3 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.

9.2 Interpretation of Trade Terms

The interpretations of trade terms shall be in accordance with the latest edition of INCOTERMS rules (International Rules for the interpretation of Trade Terms) published by the International Chamber of Commerce and any supplements thereto in existence at the date of issuance of the purchase order.

9.3 Suspension / Termination

Without limiting LIST's other rights and remedies available under applicable law, LIST may suspend performance and delivery or terminate performance and delivery if the CUSTOMER:

- a. Makes an assignment for the benefit of creditors, or a receiver, trustee in bankruptcy or similar officer is appointed to take charge of all or part of the CUSTOMER's property;
- b. Becomes insolvent or files for bankruptcy or has a bankruptcy proceeding filed against it;
- c. Fails to perform or observe any of its contractual obligations between LIST and the CUSTOMER or otherwise, including payment of any purchase price, fees or charges when due;
- d. Refuses to use a sufficient number or sufficiently qualified personnel and sufficiently suitable machinery, tools and the like.

9.3.1 Suspension

In case of suspension, the agreed delivery date as well as the payments will be deferred for the time of the suspension. The extra cost incurred as a result of the suspension will be absorbed by the CUSTOMER.

During such suspension the CUSTOMER shall take all actions and provisions to properly protect and secure the delivered process equipment as necessary and/or in accordance with the LIST's instructions.

9.3.2 Termination

In case of termination LIST shall deliver parts of the order that are partly or fully completed to the CUSTOMER after having received payments for such parts. Invoice amounts will be set off against already received advance payments. The cost for the delivery of these partly or fully completed parts shall be handled according to the same terms as the initial order.

The CUSTOMER shall return to LIST, all drawings, plans and other documents, which the CUSTOMER has received from LIST in connection with this offer / order. The clauses on liability (chapter 7) and on secrecy / intellectual property (chapter 8) keep their validity after the fulfillment, closure and/or termination of the contract.

9.4 Export Control

The customer ensures to comply with all laws applicable to it as well as the national and international supply chain regulation. This includes, in particular, not to deal with or otherwise cooperate, neither directly nor indirectly, with any terrorist or terrorist organizations or any other criminal or anti-constitutional organizations and to establish appropriate organizational measures to implement applicable embargoes, the national and international regulations against terroristic and criminal acts and the respective requirements under US law and/or any other law

General Terms of Sale

applicable to the business relationship, in particular by implementing adequate software systems. Once the goods left our relevant premises, the customer is solely responsible to ensure compliance with the provisions cited above and will indemnify us against claims and costs (including reasonable legal and consultancy fees or court fees or fines resulting from the said legal breaches) based on a legal breach in this respect on the part of the customer, its affiliated company or employees, representatives and/or vicarious agents, unless the customer is not responsible for it.

9.5 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.

9.6 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.

10 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).

Rev. 6.0, 27. November 2025