TEXTILE COLOR

1. General

The following terms and conditions apply to the deliveries and services of Textilcolor AG (TEXTILCOLOR). The client's general terms and conditions are not valid. Side agreements, amendments and deviations from these terms and conditions of delivery require written confirmation by TEXTILCOLOR to be valid. Insofar as no provision is made in these terms and conditions of sale, the statutory provisions shall apply rather than the client's general terms and conditions.

2. Offers

All our offers are subject to change without notice with regard to price, quantity, delivery period and availability, unless expressly agreed otherwise. They require our confirmation after the order has been placed.

3. Prices

The price valid on the day of order confirmation or the binding offer shall apply. Unless otherwise agreed in writing, prices are ex works Sevelen, Switzerland or ex manufacturer's factory (INCOTERMS 2020). The weights, quantities and volumes determined by TEXTILCOLOR shall be decisive for the calculation, unless the customer objects in writing without delay. Prices are exclusive of any taxes and other levies imposed by authorities or other bodies – in accordance with the statutory provisions – at the registered office of TEXTILCOLOR or the customer.

4. Delivery

TEXTILCOLOR shall endeavour to deliver as quickly as possible and to adhere to delivery times, but it is not possible to commit to fixed delivery times. In the event of delays in delivery, TEXTILCOLOR shall only be in default after the customer has issued a written reminder setting a reasonable grace period. Partial deliveries are possible in principle. Deliveries are usually made in standard packaging. TEXTILCOLOR's delivery obligation is suspended as long as the customer is in default with a due payment.

5. Shipping, transfer of risk, packaging

The goods are transported at the risk of the customer, regardless of who bears the freight costs. The same applies to loan packaging during transport to and from the customer. The risk of destruction, loss or damage to the goods is transferred to the customer in accordance with the agreed clause (INCOTERMS 2020). In the event of transport damage, TEXTILCOLOR is not obliged to assert claims for damages against the carrier on behalf of the customer. However, the customer is entitled to the assignment of any claims for damages that TEXTILCOLOR may have against the carrier.

Unless otherwise agreed, returnable packaging must be returned to TEXTILCOLOR AG in good, reusable condition within 2 months of the invoice date at the latest.

TEXTILCOLOR AG

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at the customer's expense.

Loss of or damage to the loan or rental packaging shall be borne by the customer until it has been returned to TEXTILCOLOR. Under no circumstances may the packaging be used for other purposes or to hold other products. It is intended solely for the transport of the delivered goods. If TEXTILCOLOR has not regained possession of the packaging within four months of the invoice date, it is entitled to demand reimbursement of the replacement costs from the customer.

6. Payment

Unless otherwise agreed in writing, invoices are payable within 30 days net. Bills of exchange will only be accepted by special agreement and subject to the charging of all expenses. Payments shall only be deemed to have been made when the full amount is finally available in a TEXTILCOLOR account. TEXTILCOLOR reserves the right to use payments to settle the oldest invoice items plus any accrued default interest and costs, in the following order: costs, interest, principal claim. Retention and offsetting due to claims of the customer

disputed by TEXTILCOLOR are excluded. If the customer defaults on its obligations. TEXTILCOLOR is entitled to charge the statutory default interest of 5% p.a., to suspend further deliveries – including those in transit – and to cancel any deadlines or deferral periods granted with regard to payment for previous deliveries. Failure to comply with agreed terms of payment or other circumstances which, when assessed according to standard banking criteria, indicate a significant deterioration in the customer's financial circumstances, shall result in all claims by TEXTILCOLOR based on the same legal relationship becoming due immediately, and TEXTILCOLOR shall be entitled to make further deliveries dependent on advance payments, deposits or bank guarantees which are satisfactory to TEXTILCOLOR. The customer is not permitted to pass on or resell the goods until they have been paid for in full; TEXTILCOLOR is entitled to retrieve the delivered goods at the customer's expense and the customer is obliged to return the goods to TEXTILCOLOR upon request if the invoice amount has not been paid within two weeks at the latest, even after a reminder has been sent.

7. Complaints, warranty, liability

The customer must check the goods immediately upon delivery for type, quantity and quality. If necessary, they must test whether the delivered goods are suitable for the intended use by means of a sample processing. Complaints regarding material defects, incorrect deliveries and quantity deviations must be reported to TEXTILCOLOR within 10 days of receipt of the delivery, and hidden defects within 7 days of their discovery at the latest. The notification must be made in writing and the type and extent of the defect must be specified in detail. Rejected goods may only be returned with the express consent of TEXTILCOLOR. Until then, it must be kept in the condition in which it was at the time the defect was discovered, properly packaged and stored in accordance with regulations, so that TEXTILCOLOR can examine the product. If the customer violates their obligations to inspect, report defects or keep goods available for inspection, their warranty claims shall lapse.

Negotiations between TEXTILCOLOR and the customer regarding complaints raised do not exclude the objection of unfounded or delayed notification of defects or violation of retention obligations. In the event of a timely and justified complaint, TEXTILCOLOR shall, at its discretion, provide warranty by repair, replacement or subsequent delivery or by issuing a credit note. In the event of replacement or subsequent delivery, TEXTILCOLOR shall bear the costs of delivery and shipping. Other costs shall not be reimbursed. Claims for damages and reimbursement of expenses by the customer (claims for damages), regardless of the legal basis, in particular due to breach of obligations arising from the contractual relationship and from tort, are excluded. Liability for consequential damage caused by defects is excluded. Claims for defects in the delivered products shall become time-barred one year after delivery.

8. Advice

Our application-related advice is provided carefully and based on our current level of experience. However, all information and details regarding the suitability and application of our products are considered non-binding recommendations – including with regard to the property rights of third parties – and do not release the customer from the obligation to test the product and process themselves for suitability for their specific applications.

9. Retention of title

- a) The delivered goods remain the property of TEXTILCOLOR until all claims against the customer, including those arising in the future, have been paid in full.
- b) The customer is obliged to cooperate in any measures necessary to protect the property of TEXTILCOLOR; in particular, by concluding the contract, the customer authorises TEXTILCOLOR to enter or register the retention of title in public registers, books or similar in accordance with the relevant national laws at the customer's expense and to complete all related formalities.
- c) The customer may resell or further process the delivered goods in the ordinary course of business. The customer hereby assigns to TEXTILCOLOR any purchase price, labour costs or other claims arising from this; upon request, the customer must name the debtors of the assigned claims to TEXTILCOLOR. The customer is authorised to collect the assigned claims as long as they fulfil their

own payment obligations to TEXTILCOLOR in accordance with the contract and no bankruptcy or composition petition is filed.

10. Force majeure

TEXTILCOLOR shall not be liable for events of force majeure that are attributable to circumstances beyond TEXTILCOLOR's control and were not foreseeable at the time of conclusion of the contract, such as war, unrest, pandemics and other cases of force majeure, operational disruptions of any kind for TEXTILCOLOR and its subcontractors, resulting delays in delivery or delivery failures, shortages of raw materials, energy or labour, strikes, lockouts, difficulties in procuring means of transport, traffic disruptions, as well as circumstances that make the fulfilment of the contract uneconomical until further notice, TEXTILCOLOR shall not be liable. Such circumstances release TEXTILCOLOR from its delivery obligations for their duration. If these circumstances last longer than three months, they entitle TEXTILCOLOR to terminate the contract in whole or in part without liability for damages.

11. Confidentiality / Data protection

Each contracting party shall keep strictly confidential the manufacturing and business secrets of the other contracting party as well as other confidential information of the other contracting party that is made available to it or otherwise becomes known to it. The contracting parties may not disclose these secrets directly or indirectly to any third party, nor may they publish them in any way or use them for other purposes, namely for the replication and reproduction of machines, systems and components, as well as parts thereof.

It should be noted that TEXTILCOLOR has stored the customer's data and that this data is processed.

12. Place of jurisdiction, place of performance, applicable law

The place of performance for delivery by TEXTILCOLOR and for payment by the customer is the registered office of TEXTILCOLOR. The place of jurisdiction for all rights and obligations arising from deliveries by TEXTILCOLOR is the ordinary courts at the registered office of TEXTILCOLOR AG. However, TEXTILCOLOR is entitled, at its discretion, to bring an action before the court with jurisdiction over the purchaser's registered office; this also applies to proceedings relating to documents, bills of exchange and cheques.

The contractual relationship is governed exclusively by internal Swiss substantive law, excluding conflict of law rules. The applicability of the UN Convention on Contracts for the International Sale of Goods is expressly excluded.

Should individual clauses of these terms and conditions of sale and delivery be invalid in whole or in part, this shall not affect the validity of the remaining clauses or the remaining parts of these provisions.

Sevelen, July 2025

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