

General Terms and Conditions (GTC) for the Swissterminal Online Shop

1. Scope

- 1.1. These General Terms and Conditions (GTC) govern the contractual relationship between Swissterminal AG, of Flachsackerstrasse 7, CH-4402 Frenkendorf (hereinafter referred to as "Swissterminal"), and the customers of the Online Shop.
- 1.2. Agreements deviating from the GTC shall only be valid if made/confirmed in writing, with email sufficing for this purpose.
- 1.3. The currently valid and binding version of the GTC shall be published at www.swissterminal.com. Our customers' terms and conditions of purchase do not apply, even if we have not expressly objected to them.
- 1.4. The Swissterminal Online Shop is aimed at both business customers (B2B) and private customers (B2C). Private customers are individuals who purchase/rent the goods offered in the Online Shop for ordinary consumption and for their personal or family needs.

2. Offer, order and conclusion of contracts

- 2.1. Swissterminal's Online Shop offering is aimed exclusively at customers with registered office or domicile in Switzerland, the Principality of Liechtenstein, Germany and France. Customers from other countries who are interested in Swissterminal's products should contact Swissterminal by email: (trading@swissterminal.com).
- 2.2. The products offered by Swissterminal in the Online Shop as well as all illustrations are subject to change and shall not be construed as binding offers.
- 2.3. After completion of the order process in the Online Shop, the customer will receive an order confirmation that is not binding on Swissterminal. A valid contract is only concluded upon the shipping confirmation or with the email requesting you to collect the ordered goods.
- 2.4. A product order cannot normally be made until the Customer has registered in the Swissterminal Online Shop. In addition to the username (email), he/she must indicate his/her company name, official first and last name, the registered office or domicile address on file with the authorities, the desired language and a valid telephone number. When shopping via the individual customer account, a password must also be specified.

3. Delivery or collection

- 3.1. With the exception of containers, all products in the Online Shop are shipped to the delivery address specified by the Customer in Switzerland, Liechtenstein, Germany or France.
- 3.2. When purchasing and renting containers, the Customer can choose whether to collect the container from Swissterminal or have it delivered by Swissterminal to an address designated by the Customer. Deliveries of containers to Germany or France shall only be made in exceptional cases and subject to prior confirmation by Swissterminal.
- 3.3. The delivery or collection period stated in the order confirmation shall be regarded as a guideline and shall not be binding. The estimated delivery or collection date shall be notified to the Customer together with the shipping confirmation or collection request.
- 3.4. All delivery and collection dates are subject to unforeseen impediments. If the delivery/collection is hindered by events beyond the control of Swissterminal and/or its appointed freight forwarder, such as e.g. force majeure, war, pandemics or epidemics, operational or traffic disruptions, adverse road conditions resulting from bad weather,

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heat, frost or snow, the delivery or collection dates shall be extended by the duration of such hindrance. In the event of delays in delivery, regardless of their cause, any claims for damages against Swissterminal are prohibited.

- 3.5. Swissterminal is entitled to make partial deliveries. If any part of the ordered goods cannot be delivered, the Customer shall not be entitled to cancel the entire order or assert any other claims.
- 3.6. Delivery shall be at the cost and risk of the Customer. Containers are normally delivered to the Customer's kerb or the nearest valley station at the delivery address indicated. If the Customer wishes to have the delivery made to a specific location at the delivery address, he/she must discuss this in advance with Swissterminal so that the freight forwarder can be instructed accordingly and the transport costs determined correctly.
- 3.7. Swissterminal has the right to make changes to the shipping costs at any time without prior notice.
- 3.8. In the event of a collection period, the Customer must collect the purchased goods from the designated address within one month at the latest from the date of the collection request. The general business hours of the respective terminal apply to pick-up. If the goods are not received within the collection period, Swissterminal may cancel the order, deliver the goods to the Customer at his/her expense or claim storage costs for each week or part thereof. The amount of the storage costs shall be determined based on Swissterminal's regular rates. In both cases, Swissterminal may also charge a handling fee for its additional efforts.
- 3.9. Rental containers can be picked up by the customer at Swissterminal at the earliest on the first day of rental. If the Customer picks up the rental containers late, the rent shall nevertheless be payable from the contractually agreed commencement of the rental, and Swissterminal may also claim storage costs for each week or part thereof. Furthermore, Swissterminal has the right to cancel the rental agreement.

4. Prices

- 4.1. Swissterminal has the right to change the prices of the goods in the Online Shop at any time. The price published in the Online Shop at the time of the order shall apply. Price changes made after completion of the order process will not be taken into account, subject to Section 3.7 (Shipping Costs).
- 4.2. All prices are in CHF and include value-added tax (VAT). Incidental costs (such as e.g. shipping costs, packaging costs, surcharges for certain means of payment or services) are not included in the price and shall be stated and charged in addition to the price. Swissterminal reserves the right to make price corrections resulting from errors and misprints.

5. Terms of payment

- 5.1. Payments must be made in CHF. The following payment options are available to Customers: Credit card or prepayment. Existing customers as well as customers who rent containers may pay against invoice after a prior credit check. Swissterminal has the right to levy surcharges on individual means of payment (except for credit card payments).
- 5.2. For purchases made in advance, the goods will only be shipped or can only be collected if the corresponding payment has been received by Swissterminal in advance. If the payment is not received by Swissterminal within five (5) calendar days of receipt of the order confirmation, Swissterminal may cancel the order. If it is agreed that the ordered goods are to be collected by the Customer at Swissterminal, the entire purchase price including incidental costs must be paid at the latest upon collection.
- 5.3. Invoices from Swissterminal are due immediately (30 days from invoice date; due date) and without deduction (discount). After expiry of the due date, Swissterminal shall be entitled to claim default interest of 5% p.a. In addition, Swissterminal is entitled to charge a reminder fee of CHF 25.00 per reminder.
- 5.4. Claims of Swissterminal may not be offset against counterclaims of the Customer.

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- 5.5. If after placement of the order a circumstance arises that jeopardises the Customer's solvency (including but not limited to insolvency, moratorium on debt enforcement, bankruptcy, suspension of activities, transfer of activities to third parties, etc.), Swissterminal may require the Customer to provide an appropriate security or advance payment.
- 5.6. Any complaints regarding invoices must be sent in writing (by email, fax or letter) to Swissterminal. The complaint must be accompanied by a statement of reasons. The complaint shall not have the effect of waiving or deferring the due date.

6. Right of cancellation for consumers in the EU area

- 6.1. Private customers (consumers) residing in an EU member state have the right to cancel the contract without giving reasons within 14 days of receipt of the goods.
- 6.2. Anyone wishing to exercise the right of cancellation must notify Swissterminal thereof by email (trading@swissterminal.com) or by post at the latest on the last day of the cancellation period. The deadline for cancellation shall be deemed to have been met if the Customer dispatches the notice stating his/her intention to exercise the right of cancellation prior to expiry of the cancellation period.
- 6.3. If private customers cancel this contract, Swissterminal shall reimburse all payments made by private customers, including any paid delivery costs, immediately and at the latest within 14 days from the day on which Swissterminal received notification of the cancellation of this contract. For this repayment, Swissterminal shall use the same means of payment as the private Customer used for the initial transaction unless expressly agreed otherwise.
- 6.4. Swissterminal may refuse to make the refund until Swissterminal has received the goods back or until the private Customer has provided proof that the goods have been returned, whichever occurs first. Private Customers must send or deliver the goods to Swissterminal immediately and in any event no later than 14 days from the day on which they informed Swissterminal of the cancellation of this contract (address returns to: Swissterminal AG, Flachsackerstrasse 7, CH-4402 Frenkendorf). The deadline shall be deemed to have been met if the Customer sends back the goods prior to expiry of the 14-day period.
- 6.5. Private Customers shall bear the costs of returning the goods. This also applies to goods that cannot normally be returned by post due to their nature. The return shipment of a container purchased for private purposes is estimated at around CHF 800-1,000.00.

7. Containers: Categories

- 7.1. Swissterminal basically offers four different categories of containers in its Online Shop:
- New containers: Containers that have not yet been in use and have made no more than one transport route (from manufacturer to Swissterminal); new containers comply with the international regulations of the International Convention for Safe Containers (CSC).
 - Like-new containers: Containers that were already in use but are still considered as new due to their condition. They are no older than five years (from the year of construction) when ordered by the Customer and have not yet undergone substantial repairs. Like-new containers comply with the international requirements of the International Convention for Safe Containers (CSC).
 - Used containers: Containers that are no longer as good as new but can still be used for the transport of goods in accordance with their intended purpose and generally still comply with the international provisions of the International Convention for Safe Containers (CSC). They may have been repaired once or several times (wind- and water resistant).
 - Containers in need of repair: used containers with damage that can be repaired by the Customer at his/her own expense and risk. These containers do not comply with the international regulations of the International Convention for Safe Containers (CSC).

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7.2. For new and like-new containers, the warranty provisions in Section 8 below shall apply. For used containers and containers in need of repair, purchase or rental "as is" shall apply. Any warranty/guarantee for defects is excluded for these containers.

8. Guarantee on the purchase of goods, especially new and like-new containers

8.1. The statutory warranty provisions are waived in their entirety and replaced by the following warranty provisions.

8.2. The Customer shall immediately check our goods and our corresponding invoices for accuracy, completeness and delivery damage and notify us of any defects with regard to the delivered goods and/or errors in the invoice no later than two (2) calendar days after collection or receipt of the goods. Latent defects must also be reported to Swissterminal within a maximum of two (2) calendar days of their discovery. If defects are reported too late, i.e. after expiry of the 2-day period, warranty claims are excluded. The defect report must be sent to the following email address, stating the date of collection/ receipt as well as a precise description of the defect: trading@swissterminal.com.

8.3. The Customer must have any damage or loss incurred during transport ascertained by the post / forwarding agent. In the case of truck deliveries, any damage or loss incurred during transport must be confirmed by the truck driver. The Customer may not refuse to accept deliveries because of minor defects.

8.4. Swissterminal represents and warrants that it sells containers that are fit for use and comply with the international regulations of the International Convention for Safe Containers (CSC). Upon request and for a corresponding additional fee, a CSC certificate will be issued. Swissterminal does not provide any other/additional representations or warranties, nor can such be derived from the information in the Online Shop.

8.5. For like-new containers, minor visual defects such as bulges, dents, rust stains, paint damage and the like, which do not impair usability, shall not be recognised as defects. Likewise, there shall generally be no liability for defects in wearing parts of containers, even new containers.

8.6. In the event of defects in the goods delivered by us, which are notified in good time, we undertake, at our discretion, either to rectify or repair the delivered goods or to replace them. Claims for rescission or price reduction are hereby waived. The warranty claim shall lapse if repairs are carried out by the Customer or by third-party repairers.

8.7. The warranty claims of the Customer shall expire two (2) years after collection/receipt of the goods.

8.8. There are no claims to warranty benefits in the event of defects resulting from normal wear and tear, improper handling, improper maintenance or the influence of third parties. In all other respects, the limitations of liability set forth in Section 10 shall apply.

8.9. In the case of used containers or containers in need of repair, any warranty and guarantee claims of the Customer are excluded.

9. Special provision for the rental of containers

9.1. Swissterminal warrants that it will make available to the Customer containers that are suitable for use and comply with the international regulations of the International Convention for Safe Containers (CSC).

9.2. The Customer is obligated to inspect the container immediately at the start of the rental (collection or receipt upon delivery) for any defects and to report such defects within two (2) calendar days; otherwise, the container shall be deemed to have been approved. The defect report must be sent to the following email address, stating the date of collection/ receipt as well as a precise description of the defect: trading@swissterminal.com.

9.3. The Customer shall compensate Swissterminal in full for any and all damage to the container caused by the Customer through breach of the contractual provisions and/or through improper use. In the event of damage, Swissterminal must be notified immediately at trading@swissterminal.com. Damage reports sent via any other communication

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channel will not be accepted. At Swissterminal's discretion, damage shall be repaired or a replacement shall be delivered. The Customer is not entitled to carry out repairs himself/herself.

- 9.4. The Customer undertakes to unload the rented loading units upon expiry of the lease term and to return them in perfect (clean, defect-free) and safe condition at the agreed time and place. If, upon returning the loading units, Swissterminal finds that they are not in perfect and safe condition, Swissterminal shall carry out the necessary rectification work. In this case, the Customer shall be obligated to fully indemnify Swissterminal and shall, in particular, bear all costs and losses incurred during this period, e.g. loss of rent.
- 9.5. Swissterminal is entitled to demand a reasonable security deposit from the Customer when renting out loading units.
- 9.6. Reefer containers can also be rented via the Online Shop. Before each reefer container is delivered, a standard PTI check (pre-trip inspection) will be carried out by Swissterminal and confirmed with a sticker on the container.
- 9.7. In the case of reefer containers, the Lessee shall be responsible for the regular monitoring of the cooling equipment (1x daily temperature control, internal air circulation and internal fan; 1x weekly inspection of the external fan, contamination of the condenser, automatic defrosting, drainage of discharged and defrosting water, any ice formation in the interior, audiometric test, cleanliness, impermeability of doors). A record shall be kept of the inspections.
- 9.8. The refrigerant used in the reefer containers is R134a, an asphyxiating, non-oxidising, non-flammable gas. Because it is odourless, there is a danger of suffocation from the displacement of the oxygen necessary for breathing. If a leak is detected, the room must be left immediately, adequate ventilation must be provided and the lessor must be informed immediately. Electrical connection cables and other components may not be altered. If damage to the electrical cable or plug is detected, the system must be disconnected from the power source and Swissterminal must be informed.

10. Liability (disclaimer)

- 10.1. Claims for losses on the part of private and business Customers against Swissterminal particularly due to impossibility of performance, delay, other breach of contract, fault at the conclusion of the contract or tort are completely excluded unless there has been wrongful intent or gross negligence on the part of Swissterminal. The liability of Swissterminal for their auxiliary agents such as employees, vicarious agents or subcontractors is completely excluded.
- 10.2. This disclaimer of liability shall apply to all direct and indirect losses, including any consequential losses, consequential losses resulting from defects, lost profits, losses resulting from operational failure, malfunctions or service failure. In particular, private and business customers may not claim damages for consequential losses resulting from defects in the event of warranty claims.

11. Privacy

- 11.1. In order to continuously improve our offers and bring suitable products and offers to our customers' attention, if you have a customer account with us, we will analyse your purchasing and online behaviour data and use it within the Swissterminal Group in accordance with the following principles. Further information on data processing can also be found in our Privacy Statement: <https://www.swissterminal.com/en/privacy-policy/>.
- 11.2. By accepting these GTC, you agree that your personal data, such as your name, address or email address, together with your purchasing data and online behaviour data, may be collected and evaluated within the Swissterminal Group for marketing and advertising purposes.

12. Electronic data transmission and processing / written form

- 12.1. Where written form is required between Swissterminal and the Customer in these GTC, the transmission of defined data records via electronic data processing shall satisfy the written form requirement (e.g. by email). However, data

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transmission protocols in the electronic data exchange confirm only the transmission of data, but not the specific content thereof.

- 12.2. Swissterminal is entitled to store the data required for the execution of the order and to transmit such data to the necessary offices for the purpose of fulfilling any administrative and customs procedures. Details on the data processing conducted by Swissterminal are set out in the Privacy Policy <https://www.swissterminal.com/en/privacy-policy/>.

13. Final provisions

- 13.1. Swissterminal is entitled to engage third parties as auxiliaries (auxiliary agents) for the performance of its services.
- 13.2. In the event that any individual provisions of the GTC be or become invalid or unenforceable, this shall not affect the validity of the remaining provisions. Such invalid or ineffective provisions shall be replaced by valid and enforceable provisions that are as consistent as possible with the mutual intent of Swissterminal and the Customer.
- 13.3. The contractual relationship between Swissterminal and its business Customers shall be governed by substantive Swiss law, excluding the UN Convention on Contracts for the International Sale of Goods of 11 April 1980 (Vienna Convention; CISG). The contractual relationship between Swissterminal and their private Customers shall be subject to the law of the country in which the customer has his/her habitual residence.
- 13.4. The courts of **Zurich** shall have jurisdiction over any and all disputes arising from or in connection with the contract between Swissterminal and their Customers. Swissterminal shall also be entitled to assert its claims against the Customer in court at the latter's registered office.