



GENERAL TERMS AND CONDITIONS OF FKH

Period of deployment / system rental

The period of deployment given in the offer for FKH staff and FKH testing systems is binding with regard to cost. In the case of an extension to the deployment time for which FKH is not responsible, the ensuing extra costs incurred will be billed according to the FKH tariff.

Working hours for FKH staff

The normal working hours for FKH employees are 5 working days of 8.2 hours per day, i.e. a total of 41 hours per week. Overtime is compensated at the daily rate plus a 25 % surcharge. For work on Saturdays and Sundays, as well as for night work between 23.00 and 6.00, an overtime surcharge of 50 % is billed.

Third-party costs (travel, transport costs, other expenses)

The costs for travel, accommodation for FKH personnel, expenses and the costs for transporting the test system are normally included in the quote based on current offers. If this is not the case, these costs will nevertheless be invoiced additionally. Normally, these kinds of order-related expenses and third-party costs are quoted and passed on with an administration surcharge. Unless otherwise stated, invoicing is on a flat-rate basis. As the exact costs depend on various factors, some of which are not yet known at the time when the quote is issued, FKH reserves the right to charge the actual expenses incurred, including the administration surcharge, in the event of major deviations.

Customs papers, tax and other duties in the case of deployment abroad

The FKH testing systems are transported either with the ATA Carnet or the tax-free and duty-free passport, together with a pro forma invoice.

The FKH cannot be held liable for payment of any customs duties, customs guarantee, staff tax or for any other duties or fees in the country of deployment. Such costs (incl. administration surcharge) are generally borne by the client.

Limitation of liability / insurance

The FKH material used (testing system and measuring devices, etc.) is insured against damage during transport.

In the case of testing or trial deployments, as well as in the case of consultancy mandates, the FKH is protected against the claims of the client as well as vis-à-vis third parties by liability insurance with the following cover amounts:

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|---|-------------------|
| - Personal injury and damage to property | CHF 10,000,000.00 |
| - Financial losses or damage and defects to buildings and systems | CHF 2,000,000.00 |

The liability of the FKH is limited to the aforementioned insured sums in every case.

FKH staff are insured against accidents both on their outward and return journeys as well as at their place of deployment.

Safety

FKH is ISO 45001 certified and works in accordance with its own safety guidelines. Safety regulations of the client that are relevant to the realisation of the project must be submitted in advance, ideally when requesting a quote, to the lead test engineer at FKH. If extensive additional training of personnel by the client or extensive personnel information is required for access to construction sites, the time required for this and the third-party costs incurred (including the administration surcharge) will be charged based on the personnel rates specified in the quote.

The client shall nominate an authorised person who shall grant FKH access to the test object at the agreed start time of the test and hand it over in a safe condition. In the interests of the client, FKH shall only start the test if it has authorisation to dispose of the test object and permission to carry out the test. Additional expenses incurred due to the absence of an authorised contact person shall be borne by the client.

Personnel and technical assistance by the client

If personnel assistance by the client is necessary at the place of deployment, in particular with setting up the test system, the head test engineer at FKH must register the need in good time. In any case, a person who is familiar with the technical characteristics of the system to be tested must be available during the test.

Moving and lifting gear will be required at the place of deployment, which will be specified in more detail in the offer. Unless agreed otherwise, the provision of these tools shall be the responsibility of the client and the costs incurred shall also be borne by the client.

Payment conditions

The invoicing amounts must be paid 30 days at the latest following the invoice.

Place of jurisdiction / applicable law

The exclusive place of jurisdiction is Zurich.

The applicable law is Swiss law *excluding* its conflict of laws.

If individual provisions of these General Terms and Conditions should be incomplete or null and void, the remaining provisions of these General Terms and Conditions shall not be affected thereby. In this case, the ineffective provision must be replaced by a legally acceptable provision that most closely represents the original intention in terms of its content. In the case of inconsistencies between the German and the English version, the German version shall apply exclusively.

Wa/MI, May 2025

www.fkh.ch