

Interstein AG, Stabilizer 2000 GmbH, NBK Natursteine + Baustoffhandel Kenzingen GmbH

valid from 1 July 2026

1.0 Applicability of the GTC

- 1.1 These General Terms and Conditions ("GTC") shall apply to all business relationships between Interstein AG or its subsidiaries Stabilizer 2000 GmbH and NBK Natursteine + Baustoffhandel Kenzingen GmbH (hereinafter referred to as "Interstein") and their customers.
- 1.2 In placing an order with Interstein, the customer accepts the GTC in their current form as being applicable in their entirety to the contractual relationship. Once the order has been placed, the order shall be binding for the customer, who may no longer amend it. If an order confirmation is issued by Interstein, it shall definitively regulate the contractual relationship between the customer and Interstein. Any arrangements that amend these General Terms and Conditions must be recorded in writing and signed before the conclusion of the contract. The customer's general terms and conditions shall not apply under any circumstances.
- 1.3 If these GTC are available in several language versions, the German version shall be authoritative and shall prevail in case of any discrepancies.
- 1.4 Should any individual provisions of these GTC be or become invalid, this shall not affect the validity of the other provisions of these GTC. The invalid or incomplete provision shall be replaced or supplemented by a provision that comes as close as possible to the intended economic outcome.
- 1.5 If Interstein refrains from enforcing a provision of these GTC or a related right in any individual case, this shall not be construed under any circumstances as a waiver of this provision or this right and shall not affect the validity of these GTC in any way. If Interstein waives a claim arising from a breach of these GTC in any individual case, such a waiver shall not be construed as a general waiver of corresponding contractual

claims, in particular with regard to other, previous or subsequent breaches of these GTC.

2.0 Prices

- 2.1 Catalogues, brochures and lists are provided to the customer exclusively for information purposes and shall not form part of the contract.
- 2.2 Value-added tax and statutory sales tax are not included in the prices and will be indicated separately on invoices. If any supplies and/or services are to be classified differently for VAT purposes at a later date and/or if the customer, for example, fails to comply with their documentation obligations, Interstein shall be entitled to charge the customer for the additional costs.

3.0 Validity and interpretation of offers

- 3.1 The offers of Interstein shall be valid for two months from the date of issue, unless a different period is expressly specified in the offer. This stipulation shall not apply to variable costs such as transport costs, low and high water surcharges, energy cost surcharges, lake and internal surcharges (e.g. LWS, BAF, congestion, etc.) for container and ship transports, exchange rates and customs duties. The values prevailing upon the conclusion of the contract shall apply under all circumstances to any such costs, surcharges, rates and prices. The figures applicable to contracts concerning reserved goods shall be those prevailing upon delivery or collection.
- 3.2 Prices mentioned in offers shall only be valid in relation to the offered quantities; prices may change as a result of any changes in quantity.

4.0 Quantities

- 4.1 The quantities determined at the time of loading shall be definitive as regards the agreed collection and delivery quantities. Quantities shall be determined during loading by measuring or weighing. Where quantity is determined by weighing for heavy bulk goods, the order quantity may differ slightly from the quantity actually delivered.
- 4.2 The applicable figures shall be those stated in the weighing, delivery and/or issue certificate made out during loading.

5.0 Collections and deliveries

- 5.1 Any desired collection and delivery dates must be specified in advance and coordinated with Interstein. Delivery dates and deadlines shall only be binding if confirmed in writing by Interstein. In principle, delivery dates shall not be fixed deadlines, and must be expressly agreed upon in advance and confirmed in writing by Interstein.
- 5.2 Prices ex works shall be deemed to include loading onto suitable means of transportation and shall not include materials for fastening the goods during transport.
- 5.3 The customer and/or their agent shall be responsible for ensuring the suitability of the means of transportation, compliance with the permissible total vehicle weight, proper securing of loads and collection.
- 5.4 Unless otherwise stated in the offer, prices including delivery to the place of use shall refer to whole packaging units and whole transport units (full truck loads, full containers, etc.).
- 5.5 When placing the order, the customer shall specify the exact delivery address, the access description and the contact person on site. The vehicular entrance to the unloading station and the unloading station itself must be freely accessible for 40-tonne trucks and suitable for the weight and for unloading.
- 5.6 Unless otherwise agreed in writing, transport units shall be unloaded by the customer using suitable equipment.
- 5.7 Any truck crane unloading and/or positioning work must have been agreed upon in advance; the amount billed will usually be a surcharge or

computed on a time and materials basis. For truck crane unloading, the goods shall be placed alongside the truck and only on solid ground.

- 5.8 If the delivery details provided by the customer are inaccurate or incorrect, if there is no contact person for reception of goods on site, if the access or unloading area is not freely accessible by vehicle or suitable, or if the unloading equipment is unsuitable, any waiting times, onward or return transport and handling and storage costs will be charged to the customer and will be invoiced in addition.
- 5.9 The total amount of any claims for damages of the customer due purely to delayed delivery shall be limited to the value of the transport costs. If delivery is delayed due to reasons beyond the control of Interstein, the customer shall only be entitled to withdraw from the contract upon expiry of a reasonable grace period set in writing (at least 4 weeks). Interstein shall be entitled to make partial deliveries and to provide partial services. No liability shall be incurred under any circumstances for consequential losses and/or indirect damages.

6.0 Packaging

- 6.1 Unless specified otherwise, all load carriers/packages shall constitute disposable packaging and shall become the property of the customer.
- 6.2 The customer shall be responsible for the proper disposal of packaging material.
- 6.3 Packaging material and the packaging service, especially for order picking, are not included within unit material prices and will be invoiced in addition.
- 6.4 Single-use big bags constitute transport packaging and are not suitable as storage packaging. In order to ensure proper protection during transportation, big bags must be placed on pallets for loading and delivery. If this is not desired by the customer, the customer shall bear the related liability.
- 6.5 For exchangeable packaging such as EPAL and factory pallets, a charge shall be calculated upon usage, which shall be refunded, less the exchange fee, upon the undamaged return of the empty packaging to our warehouse within the return period. A maximum corresponding to the

number of packaging units previously used for each pallet type shall be reimbursed.

7.0 Transfer of benefit and risk, reservation of title

- 7.1 In the event of self-collection by the customer, benefit and risk in relation to the goods shall transfer to the customer upon collection.
- 7.2 In the event of delivery and dispatch by Interstein, benefit and risk shall transfer to the customer as soon as the goods have been handed over for dispatch or delivery.
- 7.3 Ownership of the goods shall pass to the customer only upon payment in full for the goods. According to Articles 715 et seq of the Swiss Civil Code, a reservation of title for goods that have already been delivered but not yet paid for may be registered with the competent authority at the domicile of the customer in Switzerland. The registered reservation of title will be deleted after the purchase price and all ancillary costs have been paid in full.
- 7.4 The customer shall be entitled to process and sell the goods subject to retention of title during the proper course of business, as long as they have not defaulted on payment. Pledges and transfers of ownership for collateral purposes are not permitted. The customer assigns to Interstein, by way of collateral, all claims arising from resale or due to any other legal reason (insurance, tort) in respect of the goods subject to reservation of title in full upon conclusion of the contract, or commits to making such an assignment. The customer is authorised to collect payment under the assigned claim in their own name. At the request of Interstein, the customer shall disclose the assignment and provide the necessary information and documents. The customer is obliged to handle the goods with care. If the goods delivered by Interstein are mixed or combined with other items, the customer assigns to Interstein their ownership or co-ownership rights over the mixed item or the new item.

8.0 Warranty and liability

8.1 Limitation period for warranty claims

- 8.1.1 Any warranty claims shall expire one (1) year after acceptance of the goods. This shall also apply if any defects in an item that has been incorpo-

rated into immovable works as intended have caused such works to be defective.

8.2 Exclusion of liability

- 8.2.1 Interstein declines any contractual and non-contractual liability for any direct or indirect damage (including consequential loss, loss of profit and data loss) except insofar as resulting from wilful wrongdoing or gross negligence, and without prejudice to liability under mandatory statutory provisions, in particular the Swiss Product Liability Act. Furthermore, unless required otherwise by law, Interstein declines any contractual and non-contractual liability for auxiliary agents.
- 8.2.2 Unless required otherwise under mandatory statutory provisions, Interstein declines all liability for goods from third-party manufacturers for manufacturing or material defects.
- 8.2.3 In the event of careless transportation or unloading, improper use or handling, defective processing or assembly by the customer or third parties, natural wear and tear, excessive strain, non-compliance with regulations or instructions for use, defective construction work, unsuitable foundations, incorrect or improper maintenance, improper storage or alterations to or interventions on the goods, use of third-party spare parts, as well as in similar cases, any claims by the customer due to defects shall be excluded and Interstein shall not incur any contractual and non-contractual liability for direct or indirect losses.
- 8.2.4 Natural stones, raw materials and building materials made from natural materials are unique products shaped by geological processes over millions of years. This inevitably results in colour variations, pores, cloudiness, inclusions, hairline cracks, pits, veins, and similar features. These natural characteristics do not constitute defects.

8.3 Examination of goods and notification of defects

- 8.3.1 The customer undertakes to immediately examine the goods received upon collection or through delivery to ensure their correctness, completeness and integrity. Any damage to the goods must be recorded in writing on the collection or delivery documents and reported in writing to Interstein no later than one (1) week after handover; in cases of defects unequivocally

caused by transport, it must also be reported to the carrier. Latent defects must be reported in writing to Interstein no later than one (1) week after their discovery and, for defects unequivocally caused by transport, also to the carrier. In order for Interstein to attend to the process quickly, the goods and defects must be identifiable, and the notification of defects must be documented by visual material whenever possible. If a defect is not objected to within the specified deadlines, the rights relating to defects shall be deemed to have lapsed, and collection or delivery shall be deemed to have occurred in the proper manner.

- 8.3.2 In the event of any complaint, all parts of the original packaging must be retained. Goods objected to must not be used and must not be installed under any circumstances. The customer shall bear all costs in the event of non-compliance, including consequential losses.
- 8.3.3 Any claims of the customer objecting that the goods delivered are defective or incomplete shall be excluded if they do not comply with the obligations set forth in sections 8.3.1 and 8.3.2. Any claims of the customer objecting that the goods delivered are defective or incomplete shall also be excluded if the customer does not immediately take all suitable measures to reduce the damage and gives Interstein the opportunity to rectify the defect.
- 8.3.4 Complaints relating to the goods received shall not release the customer from the obligation to make payment on time.
- 8.3.5 If Interstein is liable for any defects according to the provisions set forth above, it shall rectify the defects or replace the goods objected to free of charge, and the decision concerning rectification or replacement shall be made at the absolute discretion of Interstein. Further liability claims are excluded, unless required otherwise by law.
- 8.3.6 The customer may only assert their rights to cancel the contract, reduce the price or demand delivery of a replacement due to non-conformity of the goods following expiry of a reasonable grace period for Interstein, where rectification has not taken place or has been refused.
- 8.3.7 The total amount of any claims for damages of the customer shall be limited to the value of the delivery.

9.0 Force majeure

- 9.1 In the event of a force majeure occurrence or any unforeseen event such as fire, earthquake, inclement weather, acts of war, strikes, lock-outs, unforeseen governmental restrictions, or internet disruptions, as well as any other circumstances beyond the control of Interstein that make it difficult or impossible for Interstein, despite having exercised the utmost care, to comply with the contract and to effect the related performance, including the delivery of goods and the provision of services, Interstein shall be released from its contractual obligations for the duration of the restriction or cessation.
- 9.2 If Interstein is affected by such an event, it shall promptly inform the customer and, if possible, provide a forecast of approximately how long the event will last. Claims for damages may not be asserted in relation to such events. If the performance of the contract is made impossible by such an event, Interstein may terminate or cancel the contract with the customer.

10.0 Payment terms

- 10.1 The payment terms specified in the invoice shall apply. An advance payment or a net cash payment will be required for new customers and private customers. For business customers with a customer account, invoices shall be paid within 30 days of the date of issue, unless otherwise agreed in writing. The deduction of discounts is not permitted. Small quantities collected ex works shall be paid for in cash upon collection.
- 10.2 After the expiration of the payment deadline specified on the invoice, the customer shall be deemed to have defaulted on payment. In the event of payment default, the contractually agreed default interest, which shall be at least 5% p.a., shall be calculated from the expiry date. An additional reminder fee shall be due for reminders. Interstein shall also be entitled to withhold its benefits until the payment has been secured.
- 10.3 For the purpose of a credit check, Interstein may transmit information relating to the order and payment processing (name, address, invoice number, date and amount and due date,

as well as payment history, sales and arrears) to a credit reference agency or third party with a legitimate interest. Customers who have exceeded their credit limit or who have defaulted on payment may be prevented from making further purchases with immediate effect and without any specific notice, and may be registered with the collection or credit protection agency of Interstein.

11.0 Data protection

- 11.1 Customer data shall be processed in accordance with the applicable statutory provisions on data protection as well as the Privacy Policy of Interstein (available at www.interstein.com/datenschutz).
- 11.2 By using the website and the webshop of Interstein, the customer shall be deemed to have consented to the processing of data stored during the ordinary course of operations and/or business.

12.0 Place of performance

- 12.1 The general place of performance shall be at the registered office of the respective Interstein Company:
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| Interstein AG | CH 4333 | Münchwilen |
| Stabilizer 2000 GmbH | CH 4333 | Münchwilen |
| NBK GmbH | DE 79341 | Kenzingen. |

13.0 Applicable law and jurisdiction

- 13.1 Swiss substantive law shall apply to contracts concluded with Interstein AG and Stabilizer 2000 GmbH, excluding the provisions on the conflict of laws and the UN Convention on Contracts for the International Sale of Goods. German substantive law shall apply to contracts concluded with NBK Natursteine + Baustoffhandel Kenzingen GmbH, excluding the provisions on the conflict of laws and the UN Convention on Contracts for the International Sale of Goods.
- 13.2 Any disputes arising out of or in connection with these GTC shall be adjudicated by the ordinary courts at the registered office of the Interstein company with which the contractual relationship was established.

Interstein AG	CH 4333	Münchwilen
Stabilizer 2000 GmbH	CH 4333	Münchwilen
NBK GmbH	DE 79341	Kenzingen

However, Interstein reserves the right to assert its claims before the courts at the place of residence/registered office of the customer or any other competent court.