

General Terms and Conditions of Carogusto AG, Last updated: March 2025

1. General information

These General Terms and Conditions (hereinafter referred to as "GTC") apply to all deliveries of products and all provision of services (hereinafter referred to as "provision of services") by Carogusto AG (hereinafter referred to as "CG"). Unless otherwise agreed in writing, these GTC shall form an integral constituent of all contracts for the provision of services by CG, even if CG does not expressly refer to these GTC in an offer, an order confirmation or documentation accompanying the delivery. The customer's general terms and conditions of purchase or business shall not apply, even if the customer refers to its terms and conditions of purchase or business in connection with an enquiry or an order or encloses them and CG does not expressly object to them. Deviating or additional terms and conditions, including the customer's general terms and conditions of purchase or business, as well as collateral agreements, supplements and amendments shall only apply if CG expressly recognises them in writing. Any waiver of this form requirement shall also be in writing.

2. Offers and contract conclusion

- 2.1 Customer orders shall be placed in writing, whereby e-mail fulfils the written form requirement. Orders placed by the customer without a prior written offer from CG shall constitute a binding offer by the customer. The customer is bound by an order for a period of thirty (30) days. The contract shall be concluded by the express written acceptance of the order by CG or by the provision of services.
- 2.2 If CG decides to send the customer an order confirmation in writing (including e-mail) and this differs from the customer's order, the contract shall be deemed to have been concluded under the conditions communicated by CG, unless the customer objects (i) in relation to ordered Sisi® menus within 24 hours and (ii) in relation to ordered Qeamer® within five (5) days, in cases (i) and (ii) in each case after CG has sent the order confirmation. The deadline shall be deemed to have been met if the client's objection is received by CG in writing (including e-mail) by the deadline stipulated in this provision.
- 2.3 Offers from CG shall only be binding if they are made in writing and contain a deadline for written acceptance by the customer. Offers made by CG shall lapse if they are not accepted in writing by the customer within the period specified therein. If the customer's acceptance deviates from CG's offer, the acceptance shall not be binding for CG and shall only be deemed accepted by CG if CG expressly confirms the terms and conditions communicated by the buyer in writing.

- 2.4 Offers and orders always refer to the products and services listed in CG's current sales documentation (print and Internet).

3. Specification and range

- 3.1 Technical data, documentation, descriptions, illustrations, information on dimensions and properties as well as information on standards (hereinafter referred to as "Specifications") are for information purposes only and shall not be deemed to be warranted characteristics unless CG expressly warrants such in writing. CG reserves the right to make changes to the specifications, products, packaging and services at any time and to withdraw products and services from the range.
- 3.2 If CG has to make changes to specifications, in particular as a result of a legal or official order or because a raw material or auxiliary or operating materials are not available or only available or permitted to a limited extent, and the customer does not agree to this change, CG shall be entitled to cancel confirmed orders. If the customer refuses consent without good reason, the customer shall compensate CG for all costs and damage.
- 3.3 The declaration and product handling of the Sisisi® menus can be found on the respective product labelling or packaging.

4. Data protection

- 4.1 The customer guarantees and warrants that the data transmitted by it to CG (hereinafter referred to as "customer data") is correct and complete. CG uses and handles the customer data transmitted to it in accordance with the applicable data protection regulations. Personal customer data is processed carefully, in compliance with the law and exclusively for the stated purposes.
- 4.2 The customer agrees that personal customer data may be disclosed to third parties if the fulfilment of the contract concerning the delivery of a product or the provision of a service requires such disclosure. In addition, the privacy policy available at [Dataprivacy \(sisisi.com\)](https://www.sisisi.com) applies.

5. Prices and terms of payment

- 5.1 All prices are quoted in Swiss francs FCA place of dispatch stated in the offer (FCA Incoterms® 2020) excluding VAT. The prices and any additional costs or fees according to the CG order form in the version valid at the time of conclusion of the contract are binding.

- 5.2 In the event of cost increases (including, but not limited to, changes in exchange rate parities, changes in raw material prices, packaging, transport, assembly, insurance, fees or costs for additional services, etc.) between the date of CG's offer and the agreed delivery date to the customer, CG shall be entitled to adjust the prices accordingly. In this case, CG shall inform the customer in advance.
- 5.3 Unless expressly agreed otherwise, each invoice from CG shall be due and payable by the customer within thirty (30) days of the invoice date without any deductions. The customer expressly waives the right to offset CG's invoices against its claims without CG's prior written consent.
- 5.4 In the event of default by the customer, CG shall be entitled to suspend the provision of services and to charge default interest of eight per cent (8%) per annum and to demand immediate payment of all outstanding amounts, plus default interest in each case. If the customer does not pay the amounts owed within fourteen (14) days despite CG's request, CG shall be entitled, at its own discretion, (i) to demand fulfilment of the contract or; (ii) to withdraw from individual or all contracts with the customer or; (iii) to make further deliveries or partial deliveries only against security, advance payment or cash payment upon delivery. In addition, the customer shall be liable to pay compensation to CG in cases (i) to (iii). Any further reminders sent by CG as a gesture of goodwill shall be charged to the customer at a maximum of CHF 15 per reminder.
- 5.5 In the event of cancellation of the contract by CG, the customer shall, at CG's first request, return all products received and not paid for under the contract in question immediately and intact at the customer's expense to the location designated by CG and in accordance with CG's instructions and compensate CG for the damage.

6. Terms of delivery

- 6.1 Unless expressly stated in writing by CG in the contract, an offer from CG, an order confirmation or elsewhere, all deliveries shall be made in accordance with FCA place of departure specified in the offer (Incoterms® 2020). Unless otherwise agreed in writing between CG and the customer, the following dispatch locations shall be deemed agreed: (i) for Sisisi®-Menus: Memmingen or Kempten i. Allgäu, Germany; (ii) for new Qeamer® and consumables (including but not limited to replacement filters, limescale cleaners, napkins): Amriswil and (iii) for reconditioned Qeamer®: Sindelfingen, Germany.
- 6.2 If the customer requests additional logistics services (e.g. customs or tax clearance, etc.), these shall be provided by CG in accordance with the contract, CG's offer, the order confirmation or

a special written agreement between CG and the customer and shall be paid for by the customer.

- 6.3 Delivery dates are non-binding unless a delivery date is expressly guaranteed in writing by CG in individual cases. This also applies in particular to the approximate delivery times and delivery days listed in CG's order form. The delivery date is the date on which the products are handed over to the customer in accordance with the agreed Incoterms®. CG shall endeavour to adhere to a calendar week requested by the customer as the delivery period.
- 6.4 The delivery periods shall be extended appropriately if (i) the customer subsequently extends or changes the scope of the order; (ii) the customer does not fulfil its obligations (including, but not limited to, the acceptance of the goods) or does so late or inadequately; or (iii) in the event of non-delivery, late delivery or poor delivery by third-party suppliers.
- 6.5 CG shall inform the customer of the delivery date in writing by e-mail or telephone with a reasonable lead time. The customer shall ensure that the delivery is accepted on this date. If the products are not accepted by the customer on the delivery date, CG shall be entitled to store the products at the customer's expense and risk. Further costs in this connection (e.g. renewed delivery) shall be borne by the customer.
- 6.6 Partial deliveries are permitted. CG shall be entitled to invoice such partial deliveries separately. CG shall be permitted to make short deliveries of up to ten per cent (10%), unless the customer cannot reasonably be expected to accept the quantity deviation, taking into account the overall circumstances. The customer always pays for the quantity actually delivered. CG shall be entitled to stipulate certain order quantities for the order. Any minimum order quantities in accordance with the CG order form in the version valid at the time of conclusion of the contract shall be binding.
- 6.7 The customer acknowledges that the products may be excluded from export to certain countries. If the products are resold, the customer is solely and exclusively responsible for complying with the applicable regulations. The customer agrees to indemnify and hold CG and its affiliates and their respective shareholders, directors, officers, employees and agents harmless from and against all liabilities, damage, losses, penalties, fines, costs and expenses, including reasonable attorneys' fees and court costs (hereinafter "costs"), incurred by them in connection with any action, claim or proceedings initiated by a third party in connection with the resale of the products.

7. Forecasting

The customer acknowledges that for operational reasons it is necessary to stockpile the raw materials, auxiliary materials, operating supplies and packaging required for the manufacture of the products in order to ensure CG's ability to deliver. CG may oblige customers to submit forecasts. The parties shall conclude a separate agreement on the details.

8. Force majeure

CG shall be released from its obligation to provide services in the event of force majeure, i.e. circumstances beyond CG's control, such as natural disasters, sabotage, fire, labour disputes, pandemics, epidemics, destruction/damage to production facilities or sites, border closures, restrictions on the movement of goods, sanctions lists, export or import restrictions, non-delivery, late delivery or poor delivery by upstream suppliers, riots, war or government measures, as well as unforeseeable difficulties in procuring raw or auxiliary materials and operating resources or materials, irrespective of whether the event in question affects CG or one of its suppliers.

9. Warranty and liability

- 9.1 When purchasing products: CG warrants that the delivered products are free of defects at the time of delivery to the customer. The customer shall inspect the delivered products without delay and to notify CG in writing of any defects recognised without delay (hereinafter "notice of defects"). If the customer fails to do so, the product shall be deemed approved. Approval shall in any case be deemed to have been granted if the customer has not lodged a written notice of defects within five (5) working days (two (2) working days in the case of Sisisi® menus) of delivery.
- 9.2 Defects that were not recognisable during proper inspection in accordance with the above paragraph (hereinafter "hidden defects") shall be reported to CG immediately after discovery, but at the latest within five (5) working days (for Sisisi® menus within two (2) working days), otherwise the products shall also be deemed approved with regard to these defects. CG shall not assume any warranty for hidden defects in Sisisi® menus which are not reported to CG in writing by the customer within the best-before date printed on the packaging of the allegedly defective Sisisi® menu. CG does not assume any warranty for hidden defects in Qeamers®, insofar as this can be excluded by law.

- 9.3 Notices of defects shall state the date, type of delivery, contents and invoice number and be accompanied by pictures of the rejected products or their packaging. At CG's request, the defective product shall be sent to a location specified by CG, together with a copy of the invoice and a detailed description of the defect, in accordance with CG's instructions. The transport costs incurred shall be borne by CG.
- 9.4 Defective Sisisi® menus: For defective deliveries (wrong delivery, under-delivery or defective delivery) of Sisisi® menus, CG shall (i) credit the customer with an amount equivalent to the defective products, which shall be deducted from the invoice amount of the affected delivery or (ii) subsequently deliver Sisisi® menus to the customer, whereby GC shall decide on the measures to be taken in accordance with (i) and (ii) at its own discretion. In the event of a credit note, CG shall issue a new invoice to the customer. Insofar as defects do not cancel or significantly reduce the value or suitability for use of the Sisisi® menus, the customer shall pay the full invoice amount and any other warranty is also excluded, insofar as legally permissible. The customer is not entitled to reduce an invoiced amount at its own discretion.
- 9.5 Defective Qeamer®: In the event of defective deliveries (wrong delivery, under-delivery or defective delivery) by Qeamers®, CG shall remedy the defect at its own discretion either by rectifying a defect (rectification) or by delivering a defect-free item (replacement delivery). Insofar as defects do not cancel or significantly reduce the value or suitability for use of the Qeamer®, the customer has no claim to subsequent improvement or replacement delivery and any other warranty is also excluded, insofar as legally permissible. Any damage or defect that occurs due to improper use of the Qeamer® is the responsibility of the customer and the customer will be charged for its repair. After two unsuccessful attempts at rectification by CG, the customer shall be entitled to withdraw from the contract. The customer has no right to a reduction. Unless otherwise agreed in writing, CG shall not provide maintenance or service work on the Qeamer® either directly or through a partner company commissioned by CG.
- 9.6 In the provision of services: CG provides services carefully and in the agreed quality. If the customer is of the opinion that CG has provided a service defectively, it shall notify CG immediately, in detail and in writing. CG shall be entitled to rectify the defect within a reasonable period of time. After two unsuccessful attempts at rectification by CG, the customer shall be entitled to withdraw from the contract.
- 9.7 Liability: Claims of the customer further to those listed in this section of the GTC are excluded, insofar as legally permissible. In particular, CG shall not be liable for slight and medium negligence (Art. 100 OR), for its auxiliary persons (Art. 101 OR) or for other (indirect) damage, such as loss of profit. This limitation of liability applies not only to contractual claims, but to all

claims, irrespective of their legal basis, including but not limited to liability in tort (Art. 41 et seq. OR).

- 9.8 Refrigerated products shall always be stored at the temperature specified on the respective product packaging and may only be used for the intended purpose approved by CG. Improper use includes in particular (but is not limited to) incorrectly operating the Qeamer®, failing to properly maintain it and/or having it improperly repaired, using the Qeamer® to heat food that has not been explicitly approved by CG for this purpose, or making changes to the Sisisi® menus intended for use with the Qeamer®, e.g. freezing the menus or sticking other labels over the best-before date etc. CG accepts no liability for any damage caused by non-compliance with these specifications and/or improper use, and the customer undertakes to indemnify CG against all costs incurred in connection with a claim asserted by a third party. Irrespective of this, the customer undertakes to comply with the applicable statutory provisions concerning the sale of foodstuffs, in particular, but not limited to, refrigeration.
- 9.9 Product recall: If the customer unjustifiably complains about a defect or makes false or misleading statements about the product, its behaviour or incidents in connection with the product (hereinafter "statements") and CG therefore takes measures to avert alleged product hazards or to fulfil regulatory obligations that CG at its own discretion deems necessary or would exist if the customer's statements were correct (e.g. notification of the authorities, warnings, recalls, etc.), the customer shall compensate CG for any damage incurred by CG as a result of the measures taken (e.g. recall costs, loss of profit, costs for legal advice). This does not apply if the customer has not recognised or should not have recognised that its statements are incorrect.

10. Brand utilisation

- 10.1 CH shall be entitled to all property rights in and in connection with CG's products, including copyrights, trademark rights (in particular Qeamer® and Sisisi®), design rights, company rights or other protected marks and know-how, if any.
- 10.2 The customer undertakes neither to challenge CG's property rights itself nor to have them challenged by third parties or to support third parties in challenging them in any way.
- 10.3 The customer may not register or have registered, nor use or have used, any trademarks, designs, trade names or other distinguishing marks which are identical or similar to those of CG. If the customer breaches this obligation, it shall be obliged to transfer the property right registered in its favour to CG free of charge upon first request. The customer is also not authorised to use the above-mentioned trademarks as a constituent of its company, trade name or business name or a domain name and/or to have them entered and/or protected in the commercial register,

another register or with another registration or certification body. In particular, the customer is prohibited from using industrial property rights within the meaning of this Section 10 or the associated symbols, advertising slogans or other labelling as well as the use of trade or business secrets and know-how for products not supplied by CG or for other distribution systems.

- 10.4 The customer may not change or add anything to CG's trademarks, designs, trade names or other distinguishing marks or misuse them in any other way.
- 10.5 The customer undertakes to sell CG products exclusively under the Sisisi® brand in accordance with the "Sisisi® Brand Guidelines" and under any other brands defined in the "Sisisi® Brand Guidelines". The "Sisisi® Brand Guidelines" are binding and can be requested at marketing@carogusto.com. If the "Sisisi® Brand Guidelines" are amended, CG shall grant the customer a reasonable period of time to replace existing advertising material.
- 10.6 Any advertising material provided by CG may only be published or used by the customer in the form provided and only at the time or for the period specified by CG. Advertising material and material developed by the customer itself or by third parties for the customer to present the Sisisi® brand and "Sisisi® products" may only be used by the customer with the prior written consent of CG.
- 10.7 If the customer breaches any of the aforementioned provisions in Sections 10.2 to 10.6, including the "Sisisi® Brand Guidelines", this breach shall be remedied in full within five (5) working days after GC has issued a warning to the customer. The parties agree that a breach of the "Sisisi® Brand Guidelines" and the rules set out in this Chapter 10 "Brand Usage" has great potential to damage the property rights of CG. For this reason, CG shall be entitled to demand a contractual penalty of CHF 10,000 per breach if the 5-day deadline for remedying a breach has not been utilised. The contractual penalty shall be offset against any claims for damages due to the underlying offence. This shall not affect the customer's obligation to remedy the breach immediately. This also does not affect the customer's obligation to comply with the provisions in Sections 10.2 to 10.6, including the "Sisisi® Brand Guidelines" in the future.
- 10.8 The customer undertakes to impose all of these obligations under Section 10, including the "Sisisi® Brand Guidelines", on its customers.

11. Retention of title

- 11.1 All products delivered shall remain the property of CG until all claims of CG have been paid in full.

- 11.2 As long as the products are the property of CG, the buyer shall take all reasonable measures to protect CG's property. The customer shall store the products at its own expense and insure them in favour of CG against theft, breakdown, fire, water and other risks. Furthermore, it shall store the unpaid products separately from its own products and those of third parties and labelled "Property of CG" and take all measures to ensure that CG's property is not jeopardised in any way.
- 11.3 In the case of deliveries to countries in which the validity of the retention of title is subject to special conditions or formal requirements, the customer shall immediately do everything at its own expense to provide CG with corresponding security interests. The customer shall co-operate in all measures (e.g. registration, publication, etc.) that are necessary and conducive to the effectiveness and enforceability of such security interests.

12. Applicable law and place of jurisdiction

These GTC shall be governed by Swiss substantive law, excluding the conflict of laws rules of private international law and the United Nations Convention on Contracts for the International Sale of Goods (CISG). Exclusive place of jurisdiction for all disputes arising from this contract shall be the ordinary courts at the registered office of CG.