General Terms and Conditions of Habegger AG

Version November 2026

I General Provisions

1. Contractual Object

1.1. These General Terms and Conditons (GTC) regulate the contractual relationships between Habegger Group with legal seat in Regensdorf and its clients or business partners.

1.2. These GTC shall become applicable to all services and deliveries of Habegger AG, in particular in the areas Studios, Productions, Constructions, Event Technology, System Integration and Security.

1.3. The chapters of these GTC with particular provisions for the purchase and the delivery of audiovisual technology and audiovisual devices (hereinafter AV-Technology) as well as licenses, the rent of AV Technology, the performance of services under work contract as well as the performance of maintenance and service performances shall only become applicable, however, always then, if relevant services are ordered and agreed in individual contracts. Without those particular agreements the specified chapters shall not justify an independent obligation of Habegger AG for the performance of the relevant services.

2. Contractual Documents and Rank Order

2.1. These GTC are applicable to be an integrated part of the individual contract between Habegger AG and the client.

2.2. In the event of inconsistencies between the GTC and the individual contracts, the individual contracts shall take precedence over the provisions of these GTC.

2.3. By signature of the individual contract the client accepts the GTC in its current valid version as legally binding.

2.4. General terms and conditions of the client are herewith excluded.

2.5. Unless something different has been agreed in the individual contract, the SIA Norms shall not become applicable.

3. Offer and Acceptance

3.1. Unless otherwise agreed in the offer, the offer of Habegger AG is binding as from the date of the offer for 30 days. Habegger AG reserves the right to minor technically caused deviations of the offer also after its acceptance by the client. Habegger AG shall notify the client on such deviations.

3.2. Until signing of a contractual deed the parties can withdraw from the respective contractual negotiations without any financial consequences.

4. Scope of the Service

4.1. Habegger AG provides to the client the services specified in the individual contracts.

4.2. The individual contract describes the service package and includes among others the detailed service description and the measurable parameters for the service performance, the stock, the quantity structure, the payment, etc. If no written contract is issued, the scope of the service of Habegger AG shall comply with the order confirmation of Habegger AG.

5. Execution

5.1. It is the duty of Habegger AG to provide the agreed services with professional expert care. The performance due shall not be subject to a work result defined in advance.

5.2. Habegger AG notifies the customer on any recognizable circumstances, which jeopardize the contractually agreed performance. Habegger AG furthermore informs the client on all releases, which indicate that a change of the services due to technical or economic reasons might be advisable.

5.3. Habegger AG and its employees undertake to comply with the operational requirements of the client, particularly regarding the safety regulations and the house regulations.

6. General Cooperation Obligations of the Client

6.1. The client timely informs Habegger AG on all requirements necessary for the compliance of the contract. The client ensures that all required cooperation obligations are timely provided in the required scope and at no charge for Habegger AG. The cooperation obligations are essential obligations of the client.

6.2. These cooperation obligations include among others, that the client:

a) provides a qualified employee to be supportively present at the place of performance;

b) grants to Habegger AG the required access to the infrastructures required for the performance of the service;

c) provides according to agreement the electricity supply and further connections, and, if required, provides adequate and appropriate workspaces including work equipment as well as a room for the storage of material and tools;

d) informs the persons commissioned by Habegger AG on the situation of the supply lines and facilities (examples: gas, electricity, water) and on other risk factors during connection works in his premises;

e) treats the technical equipment in the ownership of Habegger AG or its suppliers, which is in his possession, with the due care and to adequately protect the space, in which the technical equipment is to be installed, particularly against fire, theft, and vandalism;

f) provides a timely availability of project information and requirements to be submitted to Habegger AG;

g) informs Habegger AG immediately in writing on any disorders and together with a detailed and comprehensive description of the facts as well as of the problems resulting therefrom;

h) provides a useful End-User-Training and to carefully read and execute the operating instructions provided by Habegger AG;

i) provides an adequate insurance cover.

6.3. Any further cooperation obligations of the client are described more in detail in the individual contracts or other contractual documents.

6.4. In case the customer fails to provide a requested cooperation or fails to timely provide it or in the agreed manner, the consequences resulting therefrom (for example delays, additional costs) are to be paid by the client.

7. Default

7.1. Delivery dates and delivery deadlines defined in individual contracts shall only be binding, if they were described by the parties as binding, otherwise all dates/deadlines are non-binding.

7.2. If the non-compliance of a deadline is due to obstacles, that Habegger AG is not responsible for, the deadline will be extended by an adequate period of time.

7.3. If Habegger AG is in default of more than two days with the compliance of a binding delivery date, the client may demand for the default period of each completed working day 1 % of the amount of the delivery, with which Habegger AG is in default, however, at most by 10 % of this amount, as flat-rate compensation damages. Hence, all claims for damages resulting from default are therefore compensated, unless Habegger AG has caused the default intentionally or with gross negligence.

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8. Involvement of Subcontractors and Subsuppliers

8.1. Habegger AG shall be entitled to involve at any time subcontractors and subsuppliers (third parties) for the compliance of its contractual obligations. Habegger AG remains responsible for the provision of the services towards the service procurer.

8.2. In the event that the client commits Habegger AG to involve a specified subcontractor, the client alone has to bear the risk of a non-compliance or bad compliance by the subcontractor concerned.

8.3. Habegger AG is entitled to order the services for the project purchased by third parties in the name and on account of the client. Should third parties get in default with the delivery of goods and/or services, Habegger AG cannot be made liable.

9. Remuneration and Payment Terms

9.1. Habegger AG provides the services in accordance with the fixed prices agreed in the individual contracts or, if agreed according to expenses with upper limit of the remuneration (ceiling limit of expenses).

9.2. All prices are in Swiss Francs net and exclusive VAT without contrary written agreement.

9.3. In the event that Habegger AG performs the services according to expenses, it delivers together with the invoices a report. It states per day the services and the expenses of each assigned person.

9.4. Habegger AG shall be entitled to request advance payments for the provision of its services. The amount and due dates of such advance payments shall be specified in the individual contract. Unless otherwise agreed in the individual contract, the following shall apply:

a) 50% of the quoted fee upon signing of the contract (order confirmation)

b) 30% of the quoted fee prior to project implementation

c) 20% of the quoted fee as the final payment following completion or acceptance of the services

9.5. Any objection relating to the invoices must be received by Habegger AG in writing within maximum 5 days after invoice date. The complaint includes the scope, the type and the reasons of the objection. If no complaint is raised during the indicated deadline, or is a complaint not sufficiently justified, the invoice is deemed to have been accepted. A complaint does not release the client from the obligation to settle the invoice amount within the anticipated deadline.

9.6. Invoices are due for payment within 10 days net after invoice date. Due deadlines deviating therefrom are determined in the individual contract.

9.7. By way of unused lapse of the payment deadline the client automatically gets in default, without a reminder on the side of Habegger AG to be sent and all his obligations are immediately due for payment. A delayed payment is subject to interest of eight (8%) percent per year. A largely claim for damages remains unaffected thereby.

9.8. As long as the client is in default, Habegger AG is not obliged to render any further service to the client.

10. Offsetting

10.1. The parties explicitly waive the offsetting of their reciprocal claims.

11. Changes in Performance

11.1. The parties may apply at any time written changes of the agreed performances. If impacts as to costs or deadlines are to be expected, the changes in performance are to be offered to the client. The offer includes all relevant consequences relating to the total project.

11.2. Prior to the execution changes in performance are stipulated in writing in a supplement to the relevant contractual deed. The adjustment of the remuneration is based according to the approaches at the time of the agreement of the changes.

12. Cancellation of services

12.1. In the event of cancellation of services, the client shall owe Habegger AG the following contractual penalties:

a) Cancellation up to 8 weeks before the start of production: 10% of the total amount offered

b) Cancellation up to 4 weeks before the start of production: 20% of the total amount offered

c) Cancellation up to 14 days before the start of production: 50% of the total amount offered

d) Cancellation up to 5 days before the start of production: 75% of the total amount offered

e) Later cancelation:100% of the total amount offered

The start of production is regarded as the time from which production materials are provided for production or delivery and / or personnel are en route to the place of work.

12.2. Furthermore, the client shall owe Habegger AG the full costs of services and outlays provided up to the point of cancellation, especially for:

a) Planning/creative and conceptual work

b) Creation of content

As well as reimbursement upon proof of evidence for third-party costs that cannot be cancelled:

c) Artists' fees

d) Production of stage imagery and set design

e) Production of printed materials and graphics

f) Purchase of technical equipment, installation material and accessories

g) Procurement of production-specific consumables

h) Hotel reservations, flights and general expenses

i) Transport costs

j) Insurance and fees

k) Deposits

l) Any other evidenced outlay arising in direct connection with the order.

13. Warranties and Defects

13.1. Habegger AG guarantees that its services will have the expressly warranted features when used as contractually intended and that they are free from defects that negate or substantially limit their suitability.

13.2. If there is a defect the client may, at the discretion of Habegger AG, demand repair, replacement, defect-free goods or a deduction corresponding to the lower value from the remuneration.

13.3. If a repair attempt or a replacement part fails, the client reserves the right to demand reduction, or, at his option, cancellation of the individual contract in question. The reduced value is limited to 10% of the value of the services affected by the defect, in case of several defects to at most 10% of the total contractual remuneration payable in terms with the individual contract.

13.4. If there is a defect in the faultiness of a supplier's delivery, the warranty is initially limited to the assignment of the warranty claims that Habegger AG has against the supplier. If the supplier denies the warranty or unduly delays it for the client, the warranty claims of the client are based on the provisions of items 13.1 and 13.3 against Habegger AG.

13.5. Habegger AG can refuse the repair until the client has paid to Habegger AG the agreed remuneration, less a part which corresponds to the economic importance of the defect.

13.6. The warranty shall not include the removal of defects, which occur by way of normal wear-and-tear, external influences or operating er-

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rors. The warranty shall become null and void, if the client is culpable for the defect, particularly if the client himself changes AV-Technology or software, prototypes or exhibits or has them changed by third parties or if the client is unable to evidence, that these defects were neither wholly nor partially caused by such changes and the removal of the defects is not impaired by the changes. Furthermore, the warranty is null and void, if the client does not duly comply with his cooperation obligations according to item 5.3.

13.7. Complaints about defects must be made in writing and, as far as possible, by handover written records or other documents illustrating the deficiencies, with a comprehensive description of the error symptoms.

13.8. The defects are forfeited at the latest with expiry of two weeks since acceptance of the installation or acceptance by the client.

14. Liability

14.1. Habegger AG shall be liable for direct personal injury and material damage, which have occurred to the client in connection with the contractually agreed performance compliance, if he is able to prove that Habegger AG is at fault. Any further liability, particularly for indirect damages or subsequent damages like lost profit, additional expenses, additional personnel costs, unrealised savings, claims of third parties or data loss as well as for support staff and for damages from delayed service, etc. is explicitly excluded, insofar as this is permitted by law.

14.2. Habegger AG shall not be liable for damages, which are based on software errors or computer viruses.

14.3. Habegger AG shall not be liable for damages, which are based on improper handling or unauthorized use of the contractual object, a breach of this contract by the client, particularly a breach of the cooperation obligations according to item 5.3 of these GTC.

14.4. The liability shall be limited to the damage which actually occurred, however, per contract to maximum 10% of the agreed sum. This liability limitation is not valid for intent or gross negligence.

14.5. If a conventional penalty has been agreed by Habegger AG in the event of non-performance or poor performance of a contractual obligation, all claims for compensation of the client due to non-performance or poor performance are settled with their payment. This limitation is not valid for intent or gross negligence.

15. Property Rights

15.1. All property rights resulting from the contract fulfilment (namely copyrights, patent, design or trademark rights), particularly the rights in individual software produced by Habegger AG including source code and programme descriptions and the rights in ideas, designs, layouts, graphics, methods, concepts, prototypes and exhibits developed by Habegger AG as well as the ownership of all relevant documents, records or data carriers belong exclusively to Habegger AG, unless otherwise agreed.

15.2. Habegger AG guarantees, that it does not breach any property rights of third parties with its offer and its services.

15.3. The client himself is responsible for the compliance of the license provisions of all software, software tools and operating systems directly implemented by him.

16. Place of Performance

16.1. Place of performance for deliveries of Habegger AG is the place of delivery agreed in the individual contract. If no agreement was made in the individual contract, the domicile of the client in Switzerland is deemed to be the place of performance, or, failing this, the legal seat of Habegger AG.

16.2. Use and risks are transferred to the client upon delivery to the place of performance.

17. Secrecy and Data Protection

17.1. The parties are bound to secrecy of facts and data, including the records and data carriers affiliated thereto, which get to their knowledge in conjunction with this contract and which are neither disclosed nor made generally available. This duty also needs to be imposed on to commissioned third parties. Confidential data are also analysis, summaries and excerpts, which were prepared on the basis of confidential data. In case of doubt, facts and data need to be treated confidential. The obligations to secrecy already exist prior to contract conclusion (during offer period) and also after termination of the contractual relationship or after fulfilment of the agreed performance. Statutory disclosure requirements remain reserved.

17.2. Habegger AG can disclose the fact and the main content of the offer enquiry to possible subsuppliers and subcontractors.

17.3. Advertising and publications of a party, which concern the business relationships, require written consent of the other party. These include in particular the publication of project and client data for reference purposes, namely on the homepage of a party as well as on print media.

17.4. During the effectiveness of an individual contract as well as within three months after its termination the client undertakes neither to employ directly nor indirectly and/or commission subcontractors involved by Habegger AG in this individual contract.

17.5. If a party violates a third party's obligation to secrecy, it will owe the other party a conventional fine, unless it proves that neither itself nor the third party commissioned is guilty of any negligence. This is per case 10% of the total contractual remuneration, at most, however, CHF 100,000 per case. The payment of the conventional fine shall not exempt from the obligations to secrecy and claims for damages are reserved, the conventional fine, however, is charged on the damages to be paid.

18. Retention of Title

18.1. All material and services produced by Habegger AG or purchased by third parties for the purpose of providing the services agreed, remain the property of Habegger AG until full payment has been made by the client. Habegger AG is authorized to register the retention of title in the public registry. If a written declaration of the client is required for the registration, he is obliged to provide it.

II Special Provisions for the Purchase and the Delivery of AV-Technology and Licenses

19. Inspection

19.1. The client inspects the AV-Technology upon delivery, respectively after effected installation by Habegger AG and immediately informs Habegger AG in writing on identified defects (see item I 12.7).

19.2. The defect rights are forfeited since the date of effected installation at the latest with expiry of 5 days from the date of installation or acceptance by the client, or in case of defects which were not detectable during the inspection.

20. Despatch and Passing of Risk upon Delivery

20.1. Unless otherwise agreed between the parties, delivery takes place ex works. The costs for the transportation including transportation containers, pallets and other package material are invoiced separately.

20.2. Use and risks are transferred to the client upon the departure of the delivery ex works. In the event of a default of acceptance by the client, the goods are stored at the expense and risk of the client, whereby the delivery obligation of Habegger AG is deemed to be fulfilled.

21. Scope of License Rights

21.1. The client obtains the non-exclusive right to usage and to use the software provided by Habegger AG without the granting of copyrights in the scope described in the individual contracts on the AV-Technology specified in the individual contracts. No right exists in respect of delivery, use, processing or utilization of the source code of the software, even if – due to whatever reasons – it is at the premises of the client.

21.2. If the client recognizes licenses of third parties being part of the services of Habegger AG, the client additionally recognizes the usage

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and license conditions of these third parties belonging to these licenses. Habegger AG provides the client with the usage and license conditions for information.

III Special Provisions for the Rent of AV-Technology

22. Inspection

22.1. Upon its handover the client immediately must inspect the AV-Technology and to immediately notify Habegger AG in writing on identified defects. The client is aware of the fact, that the rented items are in use several times and that at the time of handover they are normally neither in new working order nor free from any usage impairment. Ordinary wear-and-tear and deviations in colour or in measurements are not considered as defects, which impair the suitability of the rented item.

22.2. At the latest with the expiry of 5 days after the handover of the AV-Technology to the client the defect rights are forfeited.

23. Ownership of the AV-Technology

23.1. If AV-Technology is rented to the client during the term of the contract, it remains together with accessories in the ownership of Habegger AG.

23.2. The client is obligated to treat the provided AV-Technology with due care, in particular he shall be liable in any case for coincidence (see also item 6.2.i).

23.3. The client ensures, that the AV-Technology is not transferred to third parties. The sub-rent of the AV-Technology is prohibited.

23.4. The client is prohibited to make changes at the AV-Technology. In particular he is prohibited to cover, change or remove advertising or company labelling affixed by Habegger AG to the rented item.

23.5. After termination of the contractual relationship the client has to return the rented AV-Technology to Habegger AG at the contractually agreed time and at the contractually agreed place at his own expense.

23.6. In the event that the rented AV-Technology is not received undamaged by Habegger AG within this deadline, Habegger AG can send the client a written reminder and set a 7-day grace period. After unused expiry of this deadline, Habegger AG is entitled to invoice to the client the current market price of a new AV-Technology together with charging of activities.

23.7. When granting permission of use of AV-Technology against payment, the client shall be liable in case of delayed return for each new day in accordance with the daily rates agreed in the individual contract without Habegger AG having to evidence any damage.

24. Liability

24.1. The client shall be liable for any damage and any defect in AV-Technology, which has not been notified during acceptance according to item 22.1. He shall also be liable for the loss or destruction of the £AV-Technology. In such cases the client owes to Habegger AG, apart from the total replacement value or restoration value, also any additional damages, which occur to Habegger AG.

IV Special Provisions for the Performance of Contractual Work Services

25. Inspection and Acceptance

25.1. In case of contractual work services of Habegger AG a joint inspection takes place prior to acceptance.

25.2. Habegger AG invites the client for inspection. A protocol is issued on the inspection and its results, signed by both parties. Within the contractual scope partial acceptances are also possible. If the acceptance is delayed by the client and if no defects are reprimanded in writing during the period, the acceptance is considered to have taken place. At the same time acceptance is considered to have taken place, if the client starts the operating business or makes changes at delivered products.

25.3. If insignificant defects show during inspection, the acceptance will nevertheless take place upon completion of the inspection. Habegger AG removes the identified defects and announces their removal to the client.

25.4. If significant defects show during inspection, the acceptance shall be postponed. Habegger AG removes the identified defects and invites the client to a new inspection. If the acceptance cannot take place a second time due to the same defect, the client can claim his defect rights according to item I12.3 to I12.8.

25.5. Significant defects exist, if the products fail to show the expressly promised features when contractually used or if they are so defective, that they are unusable for the client.

V Special Provisions for the Performance of Maintenance and Services

26. Scope of Maintenance and Care

26.1. The maintenance of AV-Technology includes the servicing (preventive maintenance to maintain operational efficiency) and servicing (elimination of faults and errors for the restoration of the operational efficiency) by repair and replacement of damaged parts as well as the installation of technical improvements. Services in connection with the exchange of wear-and-tear and expendable parts are not covered by maintenance services.

26.2. The maintenance of software includes the advice in conjunction with the use of the software, the correction of programme errors, the updates and the releases of the programmes. Functional extensions may additionally be subject to expenses.

26.3. All devices included in the maintenance and service contract must be registered into an inventory list.

26.4. Habegger AG is responsible for the determination of errors of the software and the removal of these errors, so that the software provides the agreed services in any license contract between Habegger AG and the client. If Habegger AG is not licensor of the software, Habegger AG and the client determine the state of the software upon conclusion of the individual contract by way of a status report, which will be the basis for the later determination of an error.

26.5. If the interaction of several systems or components resulted in the fact, that the failure was not caused by the AV-Technology or the software maintained by Habegger AG, the services are separately invoiced.

27. Execution

27.1. Habegger AG explains to the client to the best of its knowledge about facts and circumstances, that make maintenance and care considerably easier, cheaper, more difficult or even impossible.

27.2. Prior to setting up work, the client must inform Habegger AG as to whether a suitable data backup has been made. The responsibility for the proper data backup is solely with the client.

27.3. Habegger AG shall not be liable, except for intent and gross negligence, for damages due to operational interruptions of the AV-Technology or software during maintenance and care works.

28. Updates and Releases

28.1. Within the contractual scope Habegger AG provides the client with updates and the releases of the programmes (new releases, versions, master releases, modifications and patches). The rights of use comply with the provisions of item 21.1.

28.2. The client undertakes to install the updates and releases edited by Habegger AG. If the updates and releases are not installed during a reasonable period of time, Habegger AG shall exclude any liability in respect of the supplied software and AV-Technology. In addition, Habegger AG may suspend the maintenance of the software up to effected installation of the updates and releases. Any expenses resulting therefrom are to be paid by the client.

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VI Final Provisions

29. Contractual Term and Termination

29.1. The contractual term is subject to the provisions of the individual contract, which becomes effective by signing of both parties.

29.2. An individual contract may be terminated by each party to the end of a calendar month subject to the contractually agreed notice period.

29.3. Habegger AG may suspend its services or terminate the contract as a whole or in parts with immediate effect, if important reasons are given, namely if

a) the client uses services of Habegger AG for illegal actions;

b) the client is in breach of his contractual obligations, even though he was reminded to comply with them by Habegger AG with registered letter with a notice of at least 5 days;

c) the client is insolvent, or insolvency proceedings or composition proceedings were initiated against him.

29.4. In the absence of another agreement, termination of an individual contract does not also result in the termination of other individual contracts, even if these are dependent on the terminated individual contract.

29.5. In the event of an unscheduled termination, Habegger AG is entitled to all services rendered up to this point in time.

30. Termination of the Contractual Relationship

30.1. In the event of a termination of individual contracts Habegger AG may take back all AV-Technology and software and other operating materials which it had provided within the scope of these individual contracts.

31. Force Majeure

31.1. The contractual parties shall not be liable for delays in the service performance or for the lack of services, if the delay or the lack is caused by circumstances beyond their control.

31.2. If a party determines a case of force majeure, it will notify the other party as soon as possible and inform on the exact circumstances of the case of force majeure.

31.3. If the case of force majeure lasts longer than three months, each party may dissolve the individual contract concerned. In such a case the agreed remuneration is payable pro rata until the date on which the individual contract ends.

32. Assignment, Transfer and Pledge

32.1. Without prior written consent of the other party a party may not assign, transfer or pledge its rights and obligations from the contractual relationship to third parties. This consent shall not be refused without cause.

33. Independent Contractual Partners

33.1. This contract does not establish a joint venture connection or simple partnership between the parties and does not make a party a representative or agent of the other party.

34. Severability Clause

34.1. If a provision or parts of these GTC is or becomes ineffective, the effectiveness and enforceability of all other provisions shall remain unaffected thereby. For such case the parties agree to an effective and enforceable provision, which reflects the commercial purpose pursued by the parties to the extent, that no significant change of the version is caused thereby.

35. Written Form

35.1. Agreements between the parties (offers, acceptances, orders, individual contracts, etc.) as well as amendments and supplements of the same are only effective in written form.

35.2. The use of email is equated to the written form. The personal signature is equivalent to the qualified electronic signature (see Federal Law on Electronic Signature, SR 943.03).

36. Applicable Law and Place of Jurisdiction

36.1. The contract shall be governed by Swiss substantive law.

36.2. The provisions of the Vienna Sales Law (United Nations Conventions on Contracts for the International Sale of Goods, concluded in Vienna on 11 April 1980) are waived.

36.3. Exclusive place of jurisdiction is the legal seat of Habegger AG in Regensdorf.

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