

# **General Terms and Conditions (GTC) CatalystTechPerformance (CTP GmbH)**

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# General Terms and Conditions (GTC)

## **CatalystTechPerformance (CTP GmbH)**

### 1. Scope of Application and Conclusion of Contract

These General Terms and Conditions (hereinafter referred to as "GTC") apply to all contracts, deliveries, and services provided by CTP GmbH (hereinafter referred to as "Seller" or "CTP") to its customers. By placing an order, the customer expressly acknowledges these conditions. Deviating conditions of the customer shall not be recognized.

Unless expressly stated otherwise in the offer, offers made by CTP are non-binding and subject to change for a period of 30 days. A contract is only concluded upon written order confirmation by CTP or through the execution of the delivery.

### 2. Contractual Relationship & Development Partner

CTP distributes products based on the technology of its development partner and manufacturer, OILCOM.NET.

- The currently valid technical commitments, product specifications, and performance descriptions of OILCOM.NET apply additionally.
- The customer acknowledges that CTP relies on the information provided by the manufacturer regarding technical specifications and the physical mode of operation.

### 3. Terms of Payment, Prices & Default

Unless otherwise agreed, prices are stated in Swiss Francs (CHF) and are exclusive of statutory value-added tax (VAT), packaging, and shipping costs.

Invoices are due for payment within 14 days from the invoice date without any deduction. After the expiry of this period, the customer shall be in default without further notice. CTP is entitled to charge statutory default interest as well as all reminder and collection costs, and to withhold further deliveries until full settlement of all outstanding amounts.

### 4. Warranty and Guarantee

The customer is obliged to inspect the delivered products immediately upon receipt. Obvious defects or incomplete deliveries must be reported to CTP in writing and in detail within 5 business days after delivery. Hidden defects must be reported immediately after discovery, but at the latest within the warranty

period. If no timely notification is made, the delivery shall be deemed approved and any warranty claims shall expire.

- **Guarantee:** CTP grants a guarantee of 2 years from the date of delivery for the delivered products. This guarantee relates to the material quality and proper function of the device under proper use in accordance with the installation manual.
- **Exclusion:** The guarantee expires in the event of improper installation, mechanical damage, unauthorized interventions, or use outside the specified parameters.
- **Performance Promise:** Since the actual fuel savings depend on external factors (driving style, vehicle condition, route profile), a failure to achieve a specific percentage does not constitute a defect, provided that the physical function of the device is given.

In the case of justified and timely defect notifications, CTP has the right, at its own discretion, to repair the defective product or to deliver a free replacement. Only if a repair or replacement delivery repeatedly fails, the customer shall be entitled to the statutory rights of reduction or withdrawal from the contract.

## 5. Disclaimer (Limitation of Liability)

- **Transport Damage:** Delivery is made at the risk of the customer. CTP assumes no liability for transport damage. The customer is obliged to inspect the goods immediately upon receipt for damage and to assert such claims against the carrier.
- **Consequential Damage:** CTP shall not be liable for indirect damages, consequential damages (e.g., loss of profit, business interruption), or damage to the vehicle/motor caused by improper installation or disregard of the installation instructions.
- **Liability Cap:** In any case, the liability of CTP is limited to the purchase price of the respective goods, to the extent permitted by law (except for intent or gross negligence).

## 6. Installation and Test Run

The customer is responsible for professional installation. CTP provides installation manuals for this purpose.

- Comparative measurements to determine savings must strictly be carried out prior to the initial installation (baseline measurement).

- Due to the system-inherent remanence effect (residual effect of the structuring), measurements taken immediately after removal are not suitable for a before-and-after comparison.

## 7. Right of Withdrawal & Returns

In B2B transactions (business customers, fleet operators, dealers), there is no statutory or contractual right of withdrawal or return.

The statutory 14-day right of withdrawal applies exclusively to contracts with consumers (private customers / B2C). In this case, the costs for the return shipment shall be borne by the buyer. A prerequisite for a refund is that the goods are returned unopened, undamaged, in their original condition, and in their original packaging.

## 8. Retention of Title

The delivered goods remain the property of CTP GmbH until full payment of all claims has been made.

## 9. Data Protection

The data required for business transactions will be stored and processed in compliance with the applicable data protection regulations (FADP/GDPR).

## 10. Place of Jurisdiction and Applicable Law

- **Place of Jurisdiction for CTP GmbH:** For all disputes arising out of or in connection with the contractual relationship between the customer and CTP, the exclusive place of jurisdiction shall be Zug, Switzerland.
- **Legal Relationship with OILCOM.NET:** For all matters directly concerning the manufacturer and development partner OILCOM.NET, the exclusive place of jurisdiction shall be Business Centre, SPC Free Zone, Sharjah, United Arab Emirates.
- **Applicable Law:** Swiss law shall apply, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

## 11. Severability Clause and Contract Language

Should individual provisions of this contract be invalid or unenforceable, or become invalid or unenforceable after the conclusion of the contract, the validity of the remaining provisions of the contract shall remain unaffected.

If these GTC are translated into other languages, this is done solely for the customer's understanding. In the event of deviations, ambiguities, or

contradictions between the translated version and the German version, **the German version shall be solely authoritative and legally binding.**