

Course Overview 2026

Business Area Chocolate & Coffee

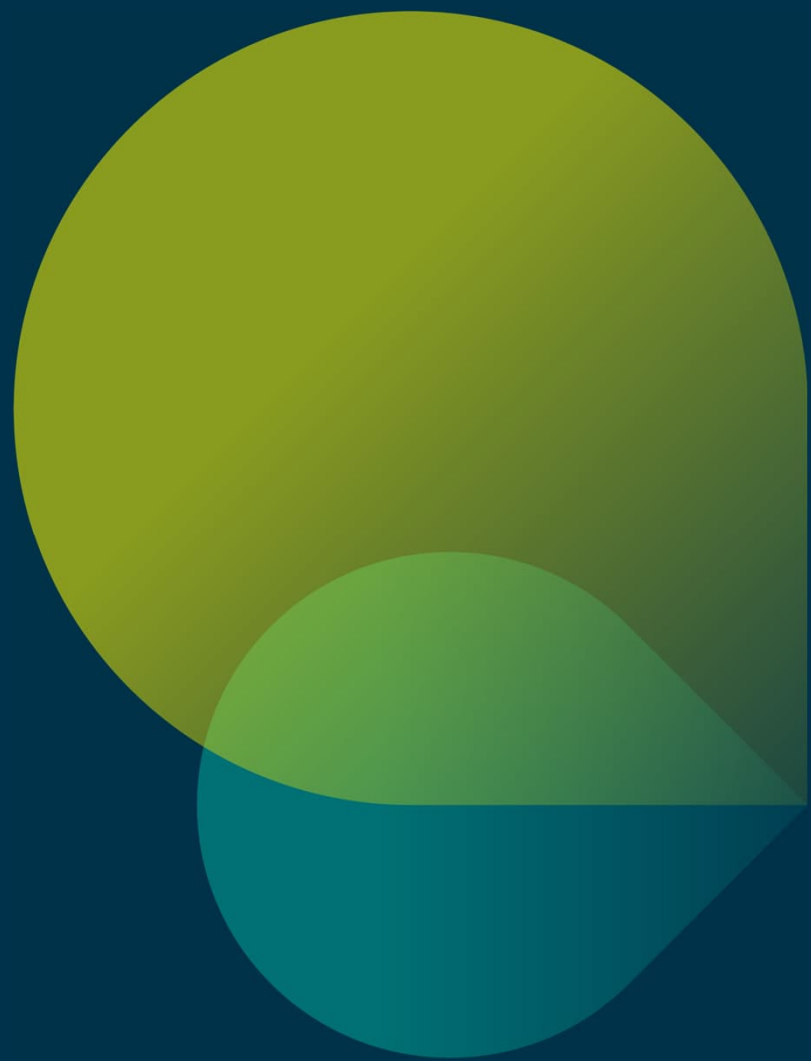


Agenda

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01

Course Offers

Course Offer 2026 | Chocolate Classic

Uzwil, Switzerland

Chocolate Course Classic English

15. – 17.09.2026

Comprising:

- 3 course days at Bühler Headquarters in Uzwil (Switzerland)
- Detailed training documentation
- Practical demonstration using our plant and laboratory
- Participation certificate

Also included:

- Accommodation 14. – 17.09.2026
- Breakfast 15. – 17.09.2026
- Lunch 15. – 17.09.2026
- Dinner 14. – 16.09.2026

Course fee

CHF 3'800 (incl. VAT)

Course Content

- Influence of raw materials on chocolate production
- Main Focus: two-stage refining and conching, both theory and practical
- Detailed parameter settings for roll refining and conching
- Ball mill grinding theory
- Evaluation and analysis of production errors and measures for improvements

Target Group

- Production employees and managers
- Product developers and technologists in chocolate industry

Course Participation Conditions

- One year of experience in chocolate industry
- ChocoGenius online course is to be completed as preparation (access data will be sent one month before the start of the course)

Course Size

- min. 8 | max. 20 participants

Course Offer 2026 | Chocolate Advanced

Uzwil, Switzerland

Chocolate Course Advanced English

23. – 25.06.2026

Comprising:

- 3 course days at Bühler Headquarters in Uzwil (Switzerland)
- Detailed training documentation
- Practical demonstration using our plant and laboratory
- Participation certificate

Also included:

- Accommodation 22. – 25.06.2026
- Breakfast 23. – 25.06.2026
- Lunch 23. – 25.06.2026
- Dinner 22. – 24.06.2026

Course fee

CHF 4'200 (incl. VAT)

Course Content

- Presentation of different chocolate mass production processes, highlighting process related mass structures, flow and sensorial properties
- Effects of new ingredients in chocolate mass processing, practical trials on lab refiner
- Theory and practice on refining and ball mill grinding
- Development of flavor and rheology during conching
- Troubleshooting & best practice on refining & conching
- Evaluation of analytical tools for flavor analysis

Target Group

- Product developers, process engineers and technologists in chocolate industry with broad know how

Course Participation Conditions

- Recommendation: 8 or more years of experience in the chocolate industry
- Precondition: Chocolate Course Classic completed

Course Size

- min. 8 | max. 20 participants

Course Offer 2026 | Nuts Classic

Uzwil, Switzerland

Nuts Course Classic English

10. – 11.03.2026

Comprising:

- 2 course days at Bühler Headquarters in Uzwil (Switzerland)
- Detailed training documentation
- Practical demonstration using our plant and laboratory
- Participation certificate

Also included:

- Accommodation 09. – 11.03.2026
- Breakfast 10. – 11.03.2026
- Lunch 10. – 11.03.2026
- Dinner 09. – 10.03.2026

Course fee

CHF 2'500 (incl. VAT)

Course Content

- Introduction into Nuts Processing
- Nut Cleaning and Conveying
- Optical Sorting
- Nut Grinding
- Nut Roasting Introduction, Belt & Batch Roasting
- Food Safety & Pasteurization

Target Group

- Production employees and managers
- Product developers and technologists in the nuts industry

Course Participation Conditions

- Some experience in nuts processing is beneficial for this training (but not mandatory)

Course Size

- min. 8 | max. 15 participants

Course Offer 2026 | Pasteurization

Uzwil, Switzerland

Pasteurization Course English

10. – 12.11.2026

Comprising:

- 3 course days at Bühler Headquarters in Uzwil (Switzerland)
- Detailed training documentation
- Practical demonstration using our plant and laboratory
- Participation certificate

Also included:

- Accommodation 09. – 12.11.2026
- Breakfast 10. – 12.11.2026
- Lunch 10. – 12.11.2026
- Dinner 09. – 11.11.2026

Course fee

CHF 3'500 (incl. VAT)

Course Content

- The World of Pasteurization
- Food Safety and Log Reduction
- Risk evaluation in the supply chain for low moisture ingredients
- Theory about StatiSafe Technology
- Practical trials with key product groups (e.g. nuts)
- Reference Visit to Patiswiss

Target Group

- Production employees and managers
- Product developers and technologists in the food production industry

Course Participation Conditions

- No prior experience needed

Course Size

- min. 8 | max. 15 participants

Course Offer 2026 | Cocoa Classic

Uzwil, Switzerland

Cocoa Course Classic English

29.09. – 01.10.2026

Comprising:

- 3 course days at Bühler Headquarters in Uzwil (Switzerland)
- Detailed training documentation
- Practical demonstration using our plant and laboratory
- Participation certificate

Also included:

- Accommodation 28.09. – 01.10.2026
- Breakfast 29.09. – 01.10.2026
- Lunch 29.09. – 01.10.2026
- Dinner 28.09. – 30.09.2026

Course fee

CHF 3'800 (incl. VAT)

Course Content

- Cocoa Process Overview
- Cleaning, Pretreatment, Deshelling
- Alkalization
- Roasting
- Food Safety and Cocoa Products
- Cocoa Grinding
- Cocoa Pressing
- Powderization and Stabilization

Target Group

- Production employees and managers
- Product developers and technologists in the cocoa industry

Course Participation Conditions

- Some experience in cocoa processing is beneficial for this training
- Product developers, process engineers, and technologists in the cocoa industry with broad know-how

Course Size

- min. 8 | max. 20 participants

Course Offer 2026 | Coffee Classic

Uzwil, Switzerland

Coffee Course Classic English

20. – 21.10.2026

22.10.2026 Deep Dive (optional)

Comprising:

- 2 + 1 course days at Bühler Headquarters in Uzwil (Switzerland)
- Detailed training documentation
- Practical demonstration using our plant and laboratory
- Participation certificate

Also included:

- Accommodation 19. – 21.10.2026 (22.10.2026)
- Breakfast 20. – 21.10.2026 (22.10.2026)
- Lunch 20. – 21.10.2026 (22.10.2026)
- Dinner 19. – 20.10.2026 (21.10.2026)

Course fee

CHF 2'500 + CHF 1'000 (incl. VAT)

Course Content

Discover the *Holistic Coffee Processing Value Chain* course – from bean to cup, integrating technology and processing to enhance quality, efficiency, and sustainability across the entire value chain.

Deep Dive (optional)

Dig deep into the coffee roasting and focus a whole day on roasting coffee in our Flavor Creation Center with our coffee experts.

Target Group

- Production employees and managers
- Product developers and technologists in the coffee industry

Course Participation Conditions

- Some experience in coffee processing is beneficial for this training (but not mandatory)

Course Size

- min. 6 | max. 15 participants

Bühler Tour

Uzwil, Switzerland

Bühler Headquarters

Take the opportunity to visit our headquarters and gain a detailed insight into our location:

- Factory
- Research and Training Centers, e.g.:
 - Chocolate
 - Flavor Creation
 - Food Creation
- CUBIC Innovation Center
- Bühler Energy Center

Every Monday before the course, from 3 to 5 p.m.
(prior registration required).



Accommodation

Uzwil, Switzerland

Hotel Uzwil

- The course fee includes the accommodation for the night before the course starts until the last day of the course (3 nights)
- Additional nights can be booked during the course registration
- The costs for the additional nights are to be paid directly to the hotel at check-out

Cost per night and person
CHF 145

<https://www.hotel-uzwil.ch/en/>



Course Offer 2026 | Moulding

Reichshof, Germany

Moulding Course English

22. – 24.09.2026

Comprising:

- 2½ course days at Bühler in Reichshof (Germany)
- Detailed training documentation
- Practical demonstration using our plant and laboratory
- Participation certificate

Also included:

- Accommodation
- Breakfast
- Lunch
- Dinner

Course fee
EUR 3'120

Course Content

- Dosing of different masses
- One-shot applications
- Shell forming
- Cold stamping method
- Pre-crystallization of chocolate
- Thermal technology
- Plant concepts
- Service topics: Preventive reconditioning, machine maintenance and operation, solutions to problems
- Troubleshooting

Target Group

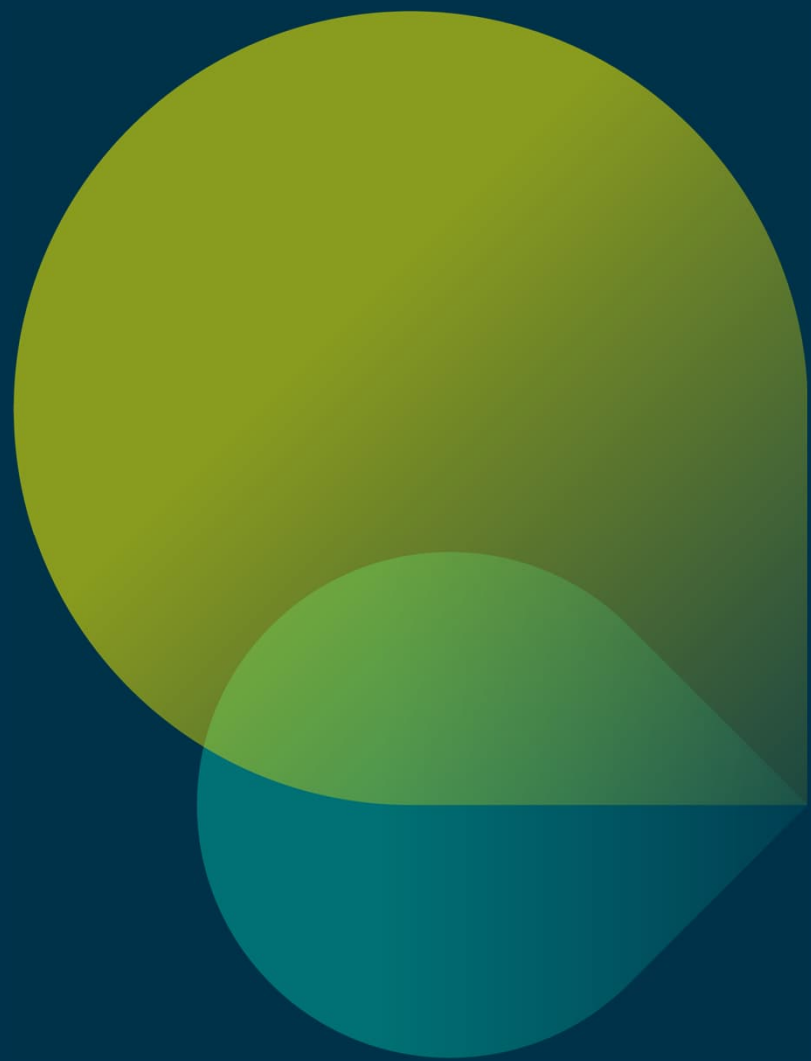
- Production employees
- Product developers and technologists in the chocolate processing industry

Course Participation Conditions

- No experience required

Course Size

- min. 8 | max. 15 participants



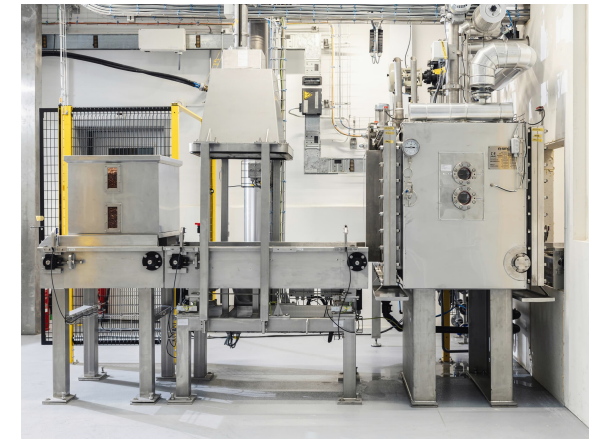
02

Course Locations



Chocolate Application Center & Flavor Creation Center Uzwil, Switzerland

Registration & Contact
Bühler AG | Headquarters
Uzwil, Switzerland
courses.cm@buhlergroup.com





Confectionery Application Center Reichshof, Germany

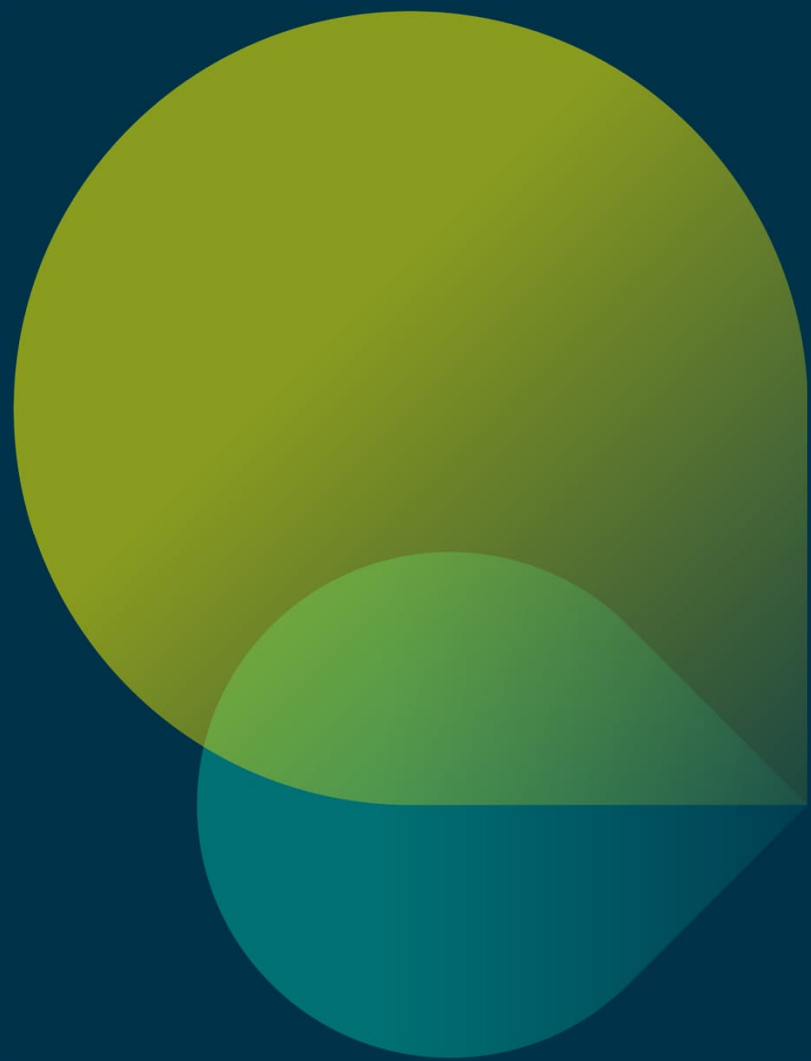
Registration & Contact

Bühler GmbH

Reichshof, Germany

anke.loettgen@buhlergroup.com





03

Course Registration

Course Registration

Bühler Uzwil (Switzerland)

- Chocolate Course Classic
- Chocolate Course Advanced
- Nuts Course Classic
- Pasteurization Course
- Cocoa Course Classic
- Coffee Course Classic

For more information or to register for a course, please contact us by e-mail:

courses.cm@buhlergroup.com

Bühler Reichshof (Germany)

- Moulding Course

To register for a course, please complete the following online form:

[Course Registration Germany](#)

General Terms and Conditions for training classes with Bühler AG Uzwil

General Terms and Conditions for training classes with Bühler

1. General
- These General Terms and Conditions are applicable for all contracts concluded with Bühler AG („Bühler“) by way of our online shop at www.buhlergroup.com (hereafter “Online-Portal“) for training material and services from Bühler. Changes or amendments to this terms are only accepted if agreed between the parties before in writing.
2. Conclusion of Contract
- The binding order of a customer is made electronically through the Online-Portal by submitting the filled-in registration form or order for the respective training material or course. The receipt of a training registration or order will be confirmed to by Bühler shortly after to the e-mail address indicated in placing the order. The contract between Bühler and the customer comes into effect with the confirmation of Bühler.
3. Postponing / cancellations of training classes
- In case of an insufficient number of participants, Bühler explicitly reserves the right to cancel or postpone planned training classes until 4 weeks before the scheduled start of the training. In case of a cancellation by Bühler, paid training fees will be fully refunded. No other payments or compensation are due from Bühler. Cancellations and postponements do not entitle the customer to any claims for any damages from Bühler.
4. Catalogues, Software and other Training Material
- Brochures and catalogues as well as any other training material received from Bühler are for information only and non-binding. Bühler reserves the right to make minor adaptations to training schedules, instructors or places. Bühler reserves all rights in any provided training material, documentation and/or software. Such material is provided to customers only on a non-exclusive right to use that material only for the purpose of the respective paid training. Any other use, be it making unauthorized copies, distribution to third parties, incorporating such material into other documentation/products or granting sub-licenses is strictly prohibited.
5. Costs and Fees
- Prices for training classes and other training material (“Training Fee“) is understood net without any deductions. The applicable VAT is included in the Training Fee and are stated on the respective invoices. The costs for accommodation (1 night per full training day), of jointly taken meals, catering during breaks, training material and transport from/to hotel are included in the Training Fees. The cost of travel, visas, meals and drinks outside of classes as well as any fees for communication are to be borne by the participant. If a course registration is cancelled 30 calendar days or more before the start of the training class, Bühler will refund Training Fees and will not charge any fees. If a course registration is cancelled within 29 to 10 days before the start of the training, Bühler will charge a cancellation fee of 50% of the Training Fee. For any later cancellations or no-shows the full Training Fee is due. Any cancellation must be received by Bühler on the respective date. The customer is entitled to inform Bühler in writing of an alternate participant before the start of a training class. Bühler reserves the right to replace the instructor or speaker in case of sickness or other non-availability.
6. Payment
- Training fees are payable by accepted credit cards at registration for a training class or other training material on the Online-Portal. On cancellation of a contract refunds will be made according to above clause 5 to the same credit card.
7. Place of Fulfillment
- Place of fulfillment for the contractual performance of contracts are indicated Bühler sites, unless otherwise agreed. Course participants are obliged to strictly follow the instructions of Bühler personnel within Bühler premises to avoid injuries or other damages. Equipment, Machinery and rooms may be used and operated only within the context of the training and in presence of the instructor.
8. Permits / Insurance / Travel Information
- It is the sole responsibility of a course participant to apply and receive for necessary permits and visas. It has to be considered that classes may (according to the respective course outline) take place in different countries with different entry requirements. It is also within the responsibility of the course participant to conclude respective insurance policies to cover for possible accidents, sickness or needed medical treatment. Bühler will not conclude any such insurance coverage for course participants. Bühler will inform the customer in good time about training schedules and accommodation. Any special requirements in accommodation or special meals have to be communicated to Bühler in writing well in advance. Otherwise Bühler will offer European meals and drinks.
9. Force Majeure
- Bühler is entitled to suspend or cancel trainings to the extent that such performance is impeded or made unreasonably onerous by Force Majeure, meaning e.g. fire, explosions, natural disasters, terrorist acts, war, insurrection, requisition, embargo or any other circumstance beyond the control of the parties. Bühler will inform the customer in writing within reasonable time of such circumstance. Bühler is entitled to cancel a contract by written notice if a circumstance of Force Majeure is lasting for more than six weeks.
10. Liability and Consequential Damages
- Save as otherwise stated in mandatory regulations of the applicable law, in no case whatsoever shall the customer be entitled to contractual or tort claims for damages resulting from, but not limited to, loss of production, loss of use, loss of orders, loss of profit and other direct or indirect consequential damages. Except other mandatory regulations of the applicable law the entire liability of Bühler is limited to the amount of the paid fee.
11. Place of Jurisdiction / Applicable Law
- All disputes arising out of or in connection with contracts concluded by way of the Online-Portal shall be settled by the responsible courts at the place of incorporation of Bühler. Swiss substantive law is to be applied exclusively.

Bühler AG
CH-9240 Uzwil / Switzerland

General Terms and Conditions of Sale of Bühler GmbH Reichshof

General Terms and Conditions of Sale of Bühler GmbH ("Bühler")



- 1. Entry into force, Application and Modifications**
 - i The present General Terms and Conditions of Sale (GTC) shall apply to the agreement made between the customer ("Customer") and Bühler ("Agreement") as far as the parties have made no other written agreements in individual cases, irrespective of whether an order is placed in one of Bühler's online-shops or by an offline transaction. Any Customer's conditions shall not be binding, except if expressly accepted by Bühler in writing.
 - ii The Agreement shall only be effective upon Bühler's written confirmation of Customer's order ("Order Confirmation") and shall consist of the Order Confirmation, the present GTC as well as any Annexes attached thereto.
 - iii Any addition to or modifications of any provision of the present GTC shall only be binding upon the parties if executed in writing and duly signed by both parties.
- 2. Scope of Supply**
 - i Machines, components, spare parts or other equipment (together "Products") under the Agreement are exhaustively specified in the Order Confirmation, whereby Bühler is entitled to unilaterally make changes to improve the Products provided such changes do not result in a price increase for the Customer.
 - ii For the avoidance of doubt as far as not differently agreed in the Agreement installation and commissioning of the Products is in the sole responsibility of the Customer. If Customer requests supporting services from Bühler a separate agreement shall be concluded.
- 3. Drawings technical documentation and Software**
 - i Brochures and catalogues, including but not limited to presentations in the online shops, are not binding. Any information contained in drawings and technical documents are only binding upon Bühler if the Order Confirmation explicitly so provides.
 - ii Bühler reserves all rights to the drawings and technical documents delivered by Bühler. They shall not be made available to third parties nor used for purposes other than those for which they were provided. If no order is placed, all drawings and technical documents which have already been handed over are to be returned to Bühler immediately.
 - iii As far as software is included in the Products, all rights to that software remain the property of Bühler. Bühler grants to the Customer a non-exclusive right of use of the software together with the Products for the contractually agreed purpose, whereby the right to sublicense shall be excluded. In particular, the Customer may not, subject to mandatory applicable law, disassemble, decompile, decrypt, reverse engineer the software or make the software available to third parties without the prior written consent of Bühler. In case of infringement, Bühler may withdraw the right of use. For third-party software, the conditions of use of the third-party licensor apply, and the third-party licensor, as well as Bühler, may assert a claim in the event of infringement.
- 4. Prices**
 - i All prices shall be deemed to be net without any deduction whatsoever. The Incoterms shall be agreed upon in the Order Confirmation. Unless otherwise agreed in writing and signed by both parties, place of performance for all contractual obligations is the registered office of the contracting Bühler company.
 - ii Any and all additional charges, such as but not limited to, freight charges, transport premiums, fees for export, import, customs and other permits, as well as for certifications, shall be borne by the Customer.
 - iii Likewise, the Customer shall bear all value-added taxes, sales taxes, profit taxes, income taxes, withholding taxes, social contributions, registration fees, as well as all other kinds of taxes, fees, levies, custom duties and the like which are levied against Bühler, its related companies, its factories or its personnel in connection with the Agreement.
- 5. Terms of payment**
 - i The Customer shall make payments in accordance with the terms agreed in the Order Confirmation without any deduction for cash discount, expenses, taxes, levies, fees, duties and the like. The payment obligations of the Customer are fulfilled as soon as the total prices have been credited in full to Bühler's account indicated in the respective invoice. Except with prior approval in writing by Bühler the Customer must not retain payments or set-off any payments against counter-claims.
 - ii If transport, delivery or taking over is delayed or postponed due to reasons beyond the control of Bühler, or if minor parts are missing or if post-delivery work, which does not prevent the Products from being used, is necessary, Customer shall still observe the agreed dates of payment.
 - iii Without prejudice to any other legal right of Bühler, if the Customer, for any reason whatsoever, is overdue with any payment, or if Bühler has valid reasons to expect that the Customer will not make payment on time, Bühler is entitled to suspend the further execution of the Agreement, to stop the fabrication and/or to retain the Products which are ready for dispatch. Bühler is entitled to suspend the further execution of the Agreement until Bühler and the Customer have mutually agreed on new payment and delivery terms and Bühler has received satisfactory securities within a reasonable period of time. If no agreement is found and no securities are provided, Bühler is entitled to terminate the Agreement and to claim damages.
 - iv With effect from the agreed due date until receipt of the outstanding payment, the Customer shall, without additional reminder, pay interest on the outstanding amount at a rate of 5 % over the 12-months-LIBOR, per annum, for the contractual reference currency valid at the due date plus the

agreed late payment interest. In case the relevant LIBOR is negative, a base floor rate of 0.0% shall apply. If the Customer is overdue with a payment or the delivery of an agreed security for more than two weeks, the entire balance of payment shall be due immediately.

- 6. Retention of title**
 - i Bühler or its designated representative remains the owner of the Products until the full receipt of the payments in accordance with the terms set forth in the Agreement.
 - ii Customer shall cooperate in any measures necessary for the protection of Bühler's title. In particular, to enter or notify the reservation of title in the required form in public registers, books or similar records, all in accordance with the relevant national laws, at the Customer's expense. During the reservation of title, the Customer shall, at his own cost, maintain the Products, insure them for Bühler's benefit against theft, break-down, fire, water and/or other risks and take all measures to ensure that Bühler's title is in no way compromised or rescinded.
- 7. Delivery time**
 - i The delivery time shall start as soon as the Agreement is validly entered into, all official formalities such as, but not limited to, import, export, transit and payment permits have been completed, the agreed payments and securities are given, and the main technical points settled. The delivery time shall be deemed to be observed when by that time Bühler has sent a notice to the Customer that the Products are ready for dispatch. Compliance with the delivery time is conditional upon the Customer's due fulfillment of all of his contractual obligations. Bühler shall explicitly be entitled to partial deliveries.
 - ii The delivery time shall be reasonably extended (1) if events of Force Majeure occur; (2) in case of a delay of Customer's contractual obligations, especially if the Customer has delayed if the Order Confirmation documents, the agreed payments and/or securities or the performance of work; (3) Customer subsequently wishes to modify the Product. If delivery is delayed for reasons attributable to Bühler, Bühler will be granted a reasonable grace period to effect delivery.
 - iii Customer shall notify Bühler in good time of any special requirements regarding forwarding, transport and insurance. The benefit and the risk of the Products shall pass to the Customer in accordance with the Incoterms 2010 agreed in the Agreement. If dispatch is delayed for reasons beyond the control of Bühler, the Products are stored and insured at the expense and the risk of the Customer and the risk shall pass to the Customer at the originally foreseen time. As far as not deviating agreed in writing transport shall be executed at the expense and risk of the Customer and Customer is responsible to insure the Products against risks of any kind.
- 8. Packing**

Packing will be charged to the Customer and is not returnable.
- 9. Examination and Acceptance**
 - i After delivery Customer shall examine the Products within reasonable time and immediately notify Bühler in writing of any deficiencies. If Customer submits no substantiated written complaint within two weeks for single machines, or within two months for complete plants, calculated from the date of delivery at the place of performance, the Products are considered as having been flawlessly accepted. Acceptance is further deemed completed if (1) Customer refuses to participate in an agreed acceptance inspection despite being requested by Bühler to do so; (2) Customer refuses to sign an acceptance certificate without being entitled to do so; (3) Customer productively uses the Products or (4) there are only minor deficiencies that do not jeopardize the contractually agreed operation of the Products.
 - ii Subject to a deemed acceptance in accordance with the previous paragraph, the execution of an acceptance is subject to a separate agreement to be concluded between the parties. If the Products fail to pass a performance test due to solely Bühler's fault, Bühler shall be given reasonable opportunity to take remedial steps to pass such performance test.
 - iii Bühler shall not later than at the date of delivery of the Products and drawings which are necessary to permit the Customer to install, commission, operate and maintain the Products. Bühler shall not be obliged to provide manufacturing drawings of the Products or of spare parts.
- 10. Warranty**
 - i The warranty period is 12 months beginning with Bühler's notification of readiness for dispatch. The warranty performances are subject to Customer's due fulfillment of its payment and examination obligations.
 - ii Bühler shall be responsible to repair or replace any parts, which, before the expiry of the warranty period, are proven to be defective due to bad materials, faulty design or poor workmanship or other circumstances having occurred before the transfer of risk in accordance with the agreed Incoterms. The right to cancel the Agreement or reduce the purchase price shall be excluded. Customer's remedy shall not be deemed to have failed if its essential purpose so long as Bühler is willing and able to repair or replace the non-conforming parts.
 - iii If Products are still defective, despite a replacement or repair, Bühler is entitled to take back the defective Products against reimbursement of the received payments. If not explicitly deviating agreed by the parties, replaced parts become Bühler's property. For replaced or repaired parts the warranty period starts anew and lasts 6 months from the replacement or completion of the repair or until the expiry of the original warranty period which ever is later. In no case is the warranty period after replacement or completion longer than double the warranty period stipulated in the preceding paragraph.

General Terms and Conditions of Sale of Bühler GmbH ("Bühler")



- 11. Returns**
 - i Except for hidden defects, which were not recognizable despite prompt examination, returns are solely accepted if declared within the period set forth in clause 8.1. Hidden defects are solely accepted if a return notification is immediately sent to Bühler after recognition. Bühler is under no obligation to accept returns of flawless Products, returns notified after expiry of the warranty period set forth in clause 10.1, or returns of damaged, contaminated or used Products.
 - ii The Customer shall notify returns to Bühler using Bühler's return form. Bühler will then provide the Customer with a return covering note including the return number. After receipt of the return covering note, the Products, including the return covering note, must be sent within 5 working days to Bühler. Any equipment not listed on the return covering note will not be accepted and returned to Customer.
 - iii The Customer is solely responsible for the transfer back to Bühler and for any damages, costs and/or expenses, such as but not limited to shipping costs, customs duties or taxes, incurred on Customer and/or Bühler during the return shipping of the Products. Where such costs are directly incurred on Bühler Customers undertake to indemnify Bühler in full. With the exception of incorrect or defective Products for which Bühler shall bear exclusive responsibility.
- 12. Exclusion and Limitation of Bühler's Liability**

Claims for compensation for damages, irrespective of the underlying legal basis and/or ground, out of or in connection with the Agreement, are exhaustively covered by the GTC. Any claim not originating from the scope of the Agreement is expressly precluded.

 - i Intention of this, Bühler shall only be liable for typical and foreseeable damage. Liability for damages out of or in relation to reduction of price, termination of or withdrawal from the Agreement, loss of production, loss of use, loss of orders, recall costs, loss of profit and other indirect, direct or consequential damage are expressly excluded.
 - ii Furthermore liability out of or in relation to the Agreement is in any case whatsoever limited to the total price paid by the Customer under the Agreement.
 - iii Subject to clause 13, liability is also excluded for compensation claims from third parties against the Customer for infringements of intellectual property rights.
 - iv This exclusion of Bühler's liability does not apply to unlawful intent, gross negligence, negligent harm to life, body, health, or as far as it is otherwise contrary to compulsory law.
 - v The limitation or exclusion of liability extends to Bühler as well as any person employed or appointed by Bühler to perform any contractual obligation under the Agreement.
- 13. Intellectual Property**

Bühler shall defend all its expense any action or proceeding initiated by a third party against the Customer to the extent that such action or proceeding is based on a claim that Products infringe a valid and enforceable patent or other intellectual property right of the third party pursuant to the following conditions: (i) Bühler is promptly notified by the Customer in writing of the intellectual property infringement claim; (ii) the Products claimed to infringe the third party's right was not modified by the Customer; (iii) the Products are used for the purposes(s) intended by Bühler; (iv) the claim is based upon a valid and enforceable intellectual property right that had been issued as of the date of the delivery under the Agreement; (v) the Customer remedies the infringement without further information and assistance reasonably requested by Bühler; (vi) the Customer indemnifies Bühler for all costs and (vii) infringement took place within three (3) years from the Products date of delivery. At its own discretion Bühler alternatively has the right to (i) procure for the Customer the right to continue using the Products, (ii)

replace the Products with a non-infringing product; (iii) modify the Products so as to avoid infringement; or (iv) remove the Products and refund to the Customer the originally paid price.

- 14. Compliance**

In exercising its rights and performing its obligations under this Agreement Customer, its subsidiaries and any of its respective businesses or employees shall comply with all applicable laws, regulations and orders, including but not limited to those related to anti-corruption and export controls understood as and including but not limited to the transfer of controlled products, technologies or services for the development, production, use or stockpiling of nuclear, chemical, or biological weapons or missiles imposed by the United States of America (U.S.), European Union (EU), United Kingdom (UK), Switzerland and/or any other countries.
- 15. Data Protection**

The Customer acknowledges and agrees that Bühler may have access to personal data (i.e. information relating to identified or identifiable natural person for example names, functions or contact details) of the Customer's employees, representatives, consultants, agents, contractors and other personnel. Such personal data may be processed by or on behalf of Bühler in accordance with Bühler's privacy policy, available at www.buhlergroup.com/privacy in order to enter into and perform any rights and/or obligation under these GTC as well as related purposes, including but not limited to order and payment processing, tolls and import/export management, customer relationship management, business accounting and general administrative purposes. The parties agree that they act as independent controllers (as defined under applicable law) in relation to personal data processed in accordance with the clause. The Customer further undertakes to inform its personnel of whom Bühler is entitled to process personal data and obtain valid consent (if applicable) thereby especially pointing out Bühler's right to transfer personal data to third parties or third parties abroad while ensuring a comparable data protection to that described in Bühler's privacy policy, in accordance with applicable law.
- 16. Termination by Bühler**

If unforeseen events considerably change the economic effect or the content of the Products or Bühler's activities, or if the performance subsequently becomes impossible, the Agreement shall be adapted appropriately. If such adaptation is economically not justifiable, Bühler shall be entitled to terminate the Agreement or the parts affected thereby. If Bühler wishes to terminate the Agreement Bühler shall immediately after recognition of the consequences of the event, inform Customer; this applies even if an extension of the delivery time has been agreed beforehand. In case of termination Bühler shall be entitled to payment of those parts of the Products which have already been carried out. Claims for damages from the Customer because of such termination are excluded.
- 17. Force Majeure**
 - i Any event, which was unforeseeable at the time of conclusion of the Agreement, is beyond either party's control and renders the further performance of contractual obligations impossible or unreasonably onerous, as for instance adverse weather conditions or other acts of nature (including, but not limited to, earthquake, hurricane, landslide, or flood), war (declared or not), acts of terrorism, sabotage, piracy, riot, fire, explosion, epidemic, actions or reactions of governmental or administrative authorities or shortages of labour, fuel, or raw materials qualifies as a force majeure event ("Force Majeure").
 - ii If a Force Majeure event lasts longer than consecutive 6 months either party shall be entitled to terminate the Agreement at any time by giving ten business days prior written notice. For the avoidance of doubt, in case of a Force Majeure event the Customer shall not be entitled to claim any damages or any other compensation.
- 18. Severability**

If any provision of the Agreement shall be found to be invalid or unenforceable, the invalidity or unenforceability of that provision shall not affect the other provisions of the Agreement. The parties shall substitute any invalid or unenforceable provision with the most favourable provision to the greatest extent possible the same legal and commercial objectives.
- 19. Assignment**
 - i Neither party may assign or otherwise transfer any right or obligation under the Agreement without prior written consent of the other party.
 - ii Bühler may, however, transfer and/or delegate the exercise of its rights and/or the performance of its obligations under the Agreement to another affiliated company that it deems fit for the intended purpose.
 - iii All terms, provisions and conditions of the Agreement are binding upon and mure to the benefit of the parties and their respective successors.
- 20. Jurisdiction/applicable law**

The place of jurisdiction shall be exclusively CH-9240 Uster. The applicable law shall be exclusively substantive Swiss law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods ("1980).

Bühler GmbH

General Terms and Conditions of Service of Bühler GmbH Reichshof

General Terms and Conditions of Service of Bühler GmbH ("Bühler")



1. **Entry into force, Application and Modifications**
 - i The present General Terms and Conditions of Service ("GTC") shall apply to the agreement made between the customer ("Customer") and Bühler ("Agreement") as far as the parties have made no other written agreements in individual cases, irrespective of whether an order is placed in one of Bühler's online-shops or by an offline transaction. Any Customer's conditions shall not be binding, except if expressly accepted by Bühler in writing.
 - ii The Agreement shall only be effective upon Bühler's written confirmation of Customer's order ("Order Confirmation") and shall consist of the Order Confirmation, the present GTC as well as any Annexes attached thereto.
 - iii Any addition to or modifications of any provision of the present GTC, shall only be binding upon the parties if executed in writing and duly signed by both parties.
2. **Scope**
 - i The scope of any service to be provided by Bühler might it be for advisory, supervisory, maintenance, training, consultation or other services are exhaustively specified in these GTC and the Order Confirmation ("Services"). Bühler may unilaterally make changes to improve the Services provided such changes do not result in an increase of the Fee.
 - ii For the avoidance of doubt the delivery of any machines, components, spare parts or other equipment is exclusively subject to separate agreement to be concluded between the parties.
 - iii Bühler undertakes to provide the Services in the recognized state-of-the-art manner at the time when the Agreement is concluded by qualified personnel or third party subcontractors ("Delegate") and in accordance with all applicable laws and regulations.
 - iv Any further warranty shall be excluded to the extent permitted under applicable law.
 - v Bühler may perform the Services at its choice on the premises of the Customer or in its own workshops.
3. **Provision of Services**
 - i The start of the Services shall be subject to the availability of the necessary planned staff, the travel possibilities, the issuance of the necessary visa and permits as well as Customer's due and timely performance of all of its obligations under these GTC.
 - ii Bühler will provide a service report to the Customer after completion of the Services, or in time intervals as agreed in the Order Confirmation.
 - iii Bühler reserves all rights to the drawings and technical documents delivered in connection with the provision of the Services. The drawings and technical documents shall not be made available to third parties not used for purposes other than those for which they were provided.
 - iv Except if expressly otherwise agreed in writing, the Delegates will solely perform Services assigned by Bühler. If a third party assignment has been approved in writing by Bühler such work shall be at the full responsibility of the Customer and invoiced additionally.
4. **Fee**
 - i Subject to an explicit agreed lump-sum payment the fee for the Services shall be calculated based on time and material spent at the rates set forth in the Order Confirmation ("Fee").
 - ii The Fee shall be deemed to be net without any deduction whatsoever. Any and all additional charges, such as but not limited to, freight charges, transportation premiums, fees for express transport, and other permits, as well as for certifications, shall be borne by the Customer.
 - iii Likewise, the Customer shall bear all value-added taxes, sales taxes, profit taxes, income taxes, withholding taxes, social contributions, registration fees, as well as all other kinds of taxes, fees, levies, custom duties and the like which are levied against Bühler, its related companies, its factories or its personnel in connection with the Services.
 - iv In case of extraordinary conditions (e.g. difficult working conditions, shift work etc.) Bühler is entitled to invoice to the Customer appropriate additional compensation to be determined by Bühler on the basis of fair market price.
5. **Travel, transport and other Service costs**
 - i For the time as well as for the reasonable period for preparation and follow-up time shall also be regarded as working time.
 - ii Travelling time is understood to be the entire time the Delegate spends for the journey to and from the place of performance of the Services, including effective travelling, waiting, hand-overmove-in/tomove-out of accommodation facilities time including additional costs for indirect travel routes or extraordinary means of transportation to reduce travel (and/or waiting risks) and will be invoiced as follows:
 - (a) Rail journeys: a second class railway ticket for delegations within Switzerland, a first class railway ticket for delegations abroad,
 - (b) Car journeys: an appropriate fee on a kilometre basis; and
 - (c) Air travels: an economy class ticket and in exceptional cases (e.g. special circumstances, flying time exceeding eight hours, etc.) a business class ticket.
 - iii Bühler invoices to Customer the costs for the transport of luggage, tools and other materials as well as other transportation costs, if any.
 - iv Subistence expenses for the Delegates, including accommodation, board, both as best as possible in conformity with Swiss standard of living and allowances for daily expenses shall be paid additionally by the Customer.

- v Any other extra costs resulting from the delegation such as issuance of visa, vaccinations, pharmaceuticals, special equipment necessary due to climatic conditions, etc. also need to be borne by the Customer.
6. **Terms of payment**
 - i As far as not deviating agreed in the Order Confirmation, the Customer shall make payments without any deduction for cash discounts, expenses, taxes, levies, fees, duties and the like within 30 (thirty) days after the date of the invoice. Customer's payment obligation are fulfilled as soon as the total Fee has been credited in full to Bühler's bank account indicated in the respective invoice. Except with Bühler's prior written approval the Customer must not retain payments or set-off any payments against counter-claims.
 - ii The Customer shall, upon Bühler's request, make an advance payment or provide a security (e.g. bank guarantee, letter of credit) in the amount of the estimated costs. In case an advance payment or security is agreed, Bühler is under no obligation to start with the Services until the advance payment or security is received.
 - iii Without prejudice to any other legal right of Bühler, if the Customer, for any reason whatsoever, is overdue with any payment, or if Bühler is, due to the circumstances occurring since entering into the Agreement, seriously concerned to not receive payments in total or in due time, Bühler is entitled to suspend the further performance of the Services until new, for Bühler acceptable payment and delivery terms, are agreed and Bühler has received satisfactory securities within a reasonable period of time. If no agreement is found and/or no securities are provided, Bühler is entitled to terminate the Agreement and to claim damages.
 - iv With effect from the agreed due date until receipt of the outstanding payment, the Customer shall, without additional interest, pay interest on the outstanding amount at a rate of 5 % over the 12-months-LIBOR, per annum, for the contractual reference currency valid at the due date plus the agreed late payment interest. In case the relevant LIBOR is negative, a base floor rate of 0.0% shall apply. The foregoing shall be without prejudice to any other right of Bühler described in these GTC. Payment of default interest does not release the Customer from its payment obligation.
 7. **Working Time**
 - i Regular working time of the Delegate amounts to 42 (forty-two) hours per week from Monday to Friday between 6.00 a.m. and 11.00 p.m. but not more than 10 hours per day. Any Services outside regular working time are subject to Bühler's prior written approval.
 - ii Overtime will be charged to the Customer at the rates in accordance with clause 4 and a supplement as defined hereinafter:
 - (a) Supplement of 25% for Services performed within the regular working time but exceeding 42 hours per week or 10 hours per day;
 - (b) Supplement of 50% for Services performed on Saturdays or night work from 11.00 p.m. to 6.00 a.m. and;
 - (c) Supplement of 75% for Services performed on Sundays and public holidays at the place of performance (from midnight to midnight).
 - iii In case the Delegate is to work on two consecutive weekends, he shall be allowed to claim a corresponding amount of days of during the following week, for which the normal subsistence expenses shall be paid.
 - iv If due to reasons not attributable to Bühler the actual daily working time has to be shorter than the agreed regular working time, Bühler is entitled to charge the full agreed regular working time to the Customer.
 - v If, due to any reason not attributable to Bühler, Services cannot be performed or Delegate is released on Customer's site after termination of the Services, all costs resulting therefrom shall be borne by the Customer. If circumstances are hindering or rendering the performance of the Services impossible at the agreed time, Customer shall immediately inform Bühler in writing and take all reasonable measures to avoid or mitigate any possible damages.
 - vi Both parties are entitled to suspend or cause suspension of the Services in case of events beyond the will and control of the parties, which were unforeseeable at the time of conclusion of the Agreement such as, in particular, fire, explosion, natural catastrophes (e.g. earthquake, flood, etc.), epidemics, mobilization, confiscation, war (declared or not), acts of piracy, riots, embargoes, boycott, lack of means of transportation, etc. render the performance of the Services impossible or unreasonably difficult ("Force Majeure"). Bühler is also entitled to suspend the Services in case one of its subcontractors is affected by Force Majeure. Neither party shall be deemed to be in default of its contractual obligations whilst performance thereof is prevented by Force Majeure and the agreed timetable shall be extended accordingly by a period equal to that during which the Force Majeure contingencies and their effects have occurred. Each party shall fulfill its obligations insofar as they have become due before the occurrence of Force Majeure. In case of Force Majeure lasting for more than 6 (six) consecutive months, each party is entitled to terminate the Agreement by written notice to the other party, whereby the parties shall mutually agree on the allocation of the accrued costs. No liquidated damages or any indemnity shall be claimed by either party in case of Force Majeure. However, the Customer shall pay any part of the Services, which, but for such delay, have already been rendered by Bühler.
 8. **Undertakings of the Customer**
 - i As far as the Services are provided on Customer's site the Customer undertakes and is responsible to take all necessary measures to prevent accidents or damages, guarantee safe access to the place where the

General Terms and Conditions of Service of Bühler GmbH ("Bühler")



- Services are rendered, while ensuring at all times Bühler's minimum occupational health and safety requirements, which can be found under www.buhlergroup.com. Consequently Customer is fully responsible for all accidents, damages caused or influenced by inadequate safety conditions.
- ii As far as the Services are not performed on Customer's side the Customer is responsible for the disassembly, transportation and assembly of the products.
 - iii The Customer shall provide, within due time and at its own cost, the necessary assistant staff in the quantity and with the qualifications necessary for the performance of the Services and is responsible to adequately insure them according to the applicable law. The Customer is fully liable for all acts and/or omissions of its assistant staff, or other third persons not engaged by Bühler, even though Bühler might have the overall responsibility for the Services. The Customer's ensures that the assistant staff adheres at all time with Bühler's or Delegate's instructions.
 - iv As far as not deviating agreed in the Order Confirmation the Customer shall provide Bühler in due time and at its costs with the necessary tools and materials necessary for the provision of the Services (e.g. lifting tools, ropes, scaffolding, workbenches, welding equipment, lubrication, plaster, foundations, power, water, other operating resources).
 - v The Customer shall make available to Bühler suitable storage room for the safe and separate storage of equipment, tools and/or materials.
 - vi As far as not explicitly deviating agreed in the Order Confirmation, the Customer is responsible to procure the needed spare parts in due time and at its cost to enable Bühler to provide the Services.
 - vii Any necessary residence, working and/or other governmental permits (in particular for overtime, night and Sunday work) as well as any required technical documentation shall be organized by the Customer within due time and at its own cost.
 - viii The Customer undertakes to immediately inform Bühler of any exceptional circumstances or special requirements which need to be taken into consideration while providing the Services.
 - ix In case in accordance with local applicable law additional insurance for illness and/or accident for the Delegate compared to the requirement under Swiss law is necessary the Customer undertakes to inform Bühler in advance in writing.
9. **Customer's duty**
 - i If the Customer fails to duly perform any of its obligation under these GTC in time Bühler may (a) suspend in whole or in part its performance, (b) choose at its own discretion to carry out or employ a third party to carry out Customer's obligations, or otherwise take such measures as under the circumstances are appropriate to avoid or alleviate the effect of Customer's delay, and/or (c) inform Customer in writing of such failure and ask it to fulfil its obligation within a reasonable period of time but in no case longer than 14 (fourteen) calendar days.
 - ii Customer shall reimburse Bühler for any damages, costs and/or expenses, which are reasonably incurred by Bühler as a result of Customer's failure to duly fulfil its contractual obligations.
 10. **Exclusion and Limitation of Bühler's Liability**
 - i Claims for compensation for damages, irrespective of the underlying legal basis and/or ground, out of or in connection with the Agreement, are exhaustively covered by these GTC. Any claim not originating from the scope of the Agreement is expressly precluded. Bühler shall solely be liable for direct damages to Customer's property intentionally or grossly negligently caused during the preparation or performance of the Services.
 - ii In respect of this, Bühler shall only be liable for typical and foreseeable damage. Liability for damages out of or in relation to reduction of price, termination of or withdrawal from the Agreement, loss of production, loss of use, loss of orders, recall costs, loss of profit and other indirect, direct or consequential damage are expressly excluded.
 - iii Furthermore liability out of or in relation to the Agreement is in any case whatsoever limited to the total Fee paid by the Customer under the Agreement.
 - iv Subject to clause 13, liability is also excluded for compensation claims from third parties against the Customer for infringements of intellectual property rights.
 - v The exclusion of Bühler's liability does not apply to unlawful intent, gross negligence, negligent harm to life, body, health, or as far as it is otherwise contrary to compulsory law.
 - vi The limitation or exclusion of liability extends to Bühler as well as any person employed or appointed by Bühler to perform any contractual obligation under the Agreement.
 11. **Complaints**

Any complaints concerning the Services or Delegate's behaviour shall be immediately notified to Bühler in writing, stating the reason for such complaint.
 12. **Compliance**

In exercising its rights and performing its obligations under this GTC Customer, its subsidiaries and any of its respective businesses or employees shall comply with all applicable laws, regulations and orders, including but not limited those related to anti-corruption and export controls (understood as and including but not limited to the transfer of controlled products, technologies or services for the development, production, use or

stockpiling of nuclear, chemical, or biological weapons or missiles) imposed by the United States of America (U.S.), European Union (EU), United Kingdom (UK), Switzerland and/or any other countries.

13. **Data Protection**

The Customer acknowledges and agrees that Bühler may have access to personal data (i.e. information relating to identified or identifiable natural person for example names, functions or contact details) of the Customer's employees, representatives, consultants, agents, contractors and other personnel. Such personal data may be processed by or on behalf of Bühler in accordance with Bühler's privacy policy, available at www.buhlergroup.com/privacy in order to enter into and perform any rights and/or obligation under these GTC as well as related purposes, including but not limited to order and payment processing, tools and import/export management, Customer relationship management, business accounting and general administrative purposes. The parties agree that they act as independent controllers (as defined under applicable law) in relation to personal data processed in accordance with this clause. The Customer further undertakes to inform its personnel of whom Bühler is entitled to process personal data and obtain valid consent (if applicable) thereby especially pointing out Bühler's right to transfer personal data to third parties or third parties abroad while ensuring a comparable data protection level as described in Bühler's privacy policy, in accordance with applicable law.
14. **Termination by Bühler**

If unforeseen events considerably change the economic effect or the content of the Services, or if the performance subsequently becomes impossible, the Agreement shall be adopted accordingly. If such adaptation is economically not justifiable, Bühler shall be entitled to terminate the Agreement or the parts affected thereby. Bühler shall immediately after recognition of the consequences of the event, inform the Customer. In case of termination Bühler shall be entitled to payment of those parts of the Services which have already been performed. Claims for damages from the Customer because of such termination are excluded.
15. **Severability**

If any provision of the Agreement shall be found to be invalid or unenforceable, the invalidity or unenforceability of that provision shall not affect the other provisions of the Agreement. The parties shall substitute any invalid or unenforceable provision with provision that achieves to the greatest extent possible the same legal and commercial objectives.
16. **Assignment**
 - i Neither party may assign or otherwise transfer any right or obligation under the Agreement without prior written consent of the other party.
 - ii Bühler may, however, transfer and/or delegate the exercise of its rights and/or the performance of its obligations under the Agreement to another affiliated company that it deems fit for the intended purpose.
 - iii All terms, provisions and conditions of the Agreement are binding upon and inure to the benefit of the parties and their respective successors.
17. **Jurisdiction/aplicable law**

The place of jurisdiction shall be exclusively CH-9240 Uster. The applicable law shall be exclusively substantive Swiss law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (1980).

Bühler GmbH



INNOVATIONS FOR A BETTER WORLD