



Course overview 2026

Business Area Chocolate and Flavor Creation

Uzwil, Switzerland

Cocoa Course Classic
29.09. – 01.10.2026



Nuts Course Classic
10. – 11.03.2026



Pasteurization Course
10. – 12.11.2026



Trainings in Uzwil

For more information or to register for a course, please contact us by e-mail:
courses.cm@buhlergroup.com

Bühler Tour

Hotel Uzwil

GTC Uzwil

Reichshof, Germany

Chocolate Course Classic
15. – 17.09.2026



Chocolate Course Advanced
23. – 25.06.2026

Coffee Course Classic
20. – 21.10.2026
22.10.2026 deep dive (optional)



Moulding Course
22. – 24.09.2026



Moulding Course
13. – 15.10.2026

Trainings in Reichshof

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

anke.loettgen@buhlergroup.com

GTC Reichshof





01

Course Offers



Chocolate Course *Classic*

📅 15. – 17.09.2026
🌐 English
📍 Uzwil, Switzerland

Comprising

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

Course fee

CHF 3'800 (incl. VAT)

Also included:

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

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



📅 23. – 25.06.2026
🌐 English
📍 Uzwil, Switzerland

Chocolate Course *Advanced*

Comprising

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

Course fee

CHF 4'200 (incl. VAT)

Also included:

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

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



📅 10. – 11.03.2026
🌐 English
📍 Uzwil, Switzerland

Nuts Course Classic

Comprising

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

Course fee

CHF 2'500 (incl. VAT)

Also included:

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

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



📅 10. – 12.11.2026
🌐 English
📍 Uzwil, Switzerland

Pasteurization Course

Comprising

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

Course fee

CHF 3'500 (incl. VAT)

Also included:

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

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

Pasteurization Course Flyer 



📅 29.09. – 01.10.2026
🌐 English
📍 Uzwil, Switzerland

Cocoa Course Classic

Comprising

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

Course fee

CHF 3'800 (incl. VAT)

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 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

- 📅 20. – 21.10.2026
22.10.2026 deep dive
- 🌐 English
- 📍 Uzwil, Switzerland

Coffee Course Classic

Comprising

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

Course fee

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

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 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/>





Moulding Course

📅 22. – 24.09.2026
🌐 English
📍 Reichshof, Germany

Comprising

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

Course fee

EUR 3'120 (incl. VAT)

Also included:

- Accommodation
- Breakfast
- Lunch
- Dinner

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



Moulding Course

📅 13. – 15.10.2026
🌐 English
📍 Reichshof, Germany

Comprising

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

Course fee

EUR 3'120 (incl. VAT)

Also included:

- Accommodation
- Breakfast
- Lunch
- Dinner

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

GTC

General Terms and Conditions for training classes with Bühler AG Uzwil

General Terms and Conditions for training classes with Bühler

- General**

These General Terms and Conditions are applicable for all contracts concluded with Bühler AG („Bühler“) by way of our online shop at www.buhlertraining.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.
- 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.
- Postponing / cancellations of training classes**

In case of an undersubscribed number of participants, Bühler explicitly reserves the right to cancel or postpone planned training classes until 6 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.
- Catalogues, Software and other Training Material**

Recipes 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 documents/products or granting sub-licenses is strictly prohibited.
- Costs and Fees**

Fees 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 invoice. The costs for accommodation (1 night per full training day), of partly 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.
- 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.
- 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.
- 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.
- 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. the 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.
- 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.
- 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 ("Bühler") 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 channel. 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 modification 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**

Machine components, spare parts or other equipment (together "Products") under the Agreement are exclusively 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.

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. The Customer requests supporting services from Bühler at separate agreement shall be concluded.
- 3. Drawings, technical documentation and Software**

Blueprints 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 expressly so provides.

Bühler reserves all rights to the drawings and technical documents 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.

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 contractual agreed purpose, whereby the right to sub-license shall be excluded. In particular, the Customer may not, subject to mandatory applicable law, disseminate, 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, insurance premiums, fees for export, import and value added taxes, 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**

The Customer shall make payments in accordance with the terms agreed in the Order Confirmation without any deduction for cash discount, cash prices, taxes, levies, fees, duties and the like. The payment obligations of the Customer are fulfilled as soon as the total price has been used in full to Bühler's credit 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.

If payment, delivery or taking over is delayed 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.

Without prejudice to any other legal right of Bühler, if the Customer, for any reason whatsoever, is unable to pay, or if Bühler has reasonable grounds 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 return the Products which are ready for dispatch. Bühler is entitled to suspend the further execution of the Agreement until delivery and the Customer has mutually agreed on new payment and delivery terms and Bühler has received satisfactory assurances 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.

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' EIBOR, per annum, for the contractual reference currency valid at the due date, plus the

agreed late payment interest. In case the relevant EIBOR is negative, a floor rate rate of 0.75% shall apply. If the Customer is overpaid by 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**

Bühler is the 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.

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, breakdown, fire, water and/or other risks and take all measures to ensure that Bühler's title is in no way compromised or restricted.
- 7. Delivery time**
 - i The delivery time shall start as soon as the Agreement is validly entered into, all official formalities excluded, 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 fulfilment 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 the receipt of the necessary documents, the agreed payments and/or securities or the performance of work; (3) Customer subsequently wishes to modify the Products. If delivery is delayed for reasons attributable to Bühler, Bühler shall 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. This notice 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 differently 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 grant Customer able opportunity to take remedial steps to pass such performance test.
 - iii Bühler shall not later than at the date of delivery, provide information 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 not exclusively defective by material, 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 to keep an Bühler is willing and able to repair or replace the not conforming parts.
 - iii If Products are self 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 are deemed Bühler's property. If a 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.

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



- 1. Exclusion of liability**

Product which were in use. In no case is the warranty period after replacement or completion longer than double the warranty period stipulated in the preceding paragraph.

Excluded from Bühler's warranty and liability are all occurrences beyond the control of Bühler, especially if resulting from normal wear and tear, false information from the Customer, improper maintenance, failure to observe the operating instructions, excessive loading, use of any unsuitable material, influence of chemical or electrostatic action, contamination with non-original parts, installation, changes and/or repairs by the Customer or third parties, events of Force Majeure, or if Customer does not immediately have all appropriate steps to mitigate the damage and give Bühler the possibility to remedy the defect.

Should Bühler explicitly acknowledge an express warranty in the Order Confirmation with regard to performance, energy consumption, or the like, such express warranty shall be only valid if Bühler has the opportunity to prove the stated conditions are achieved after completed commissioning. The Customer shall at its expense make available the necessary raw materials, energy, etc., as well as qualified personnel for such test. If the express warranties are not or only partially achieved, Customer shall give Bühler the necessary time and possibility to carry out improvements. Bühler is not given the possibility to prove the warranted parameters within two months from first test, then those parameters are deemed to be proven.

Customer's liability for adequate advice or breach of any additional obligations is limited to unlawful intent or gross negligence. Unless explicitly set forth otherwise in the Agreement, Bühler expressly waives any warranty, representations and liability with respect to the country of origin of the Products.
- 11. Returns**
 - i Except for hidden defects, which were not recognizable despite prompt examination, returns are only accepted if declared within the period set forth in clause 9.1. Hidden defects are only accepted if a return notification is immediately sent to Bühler after discovery. 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 a working date 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 exclusively covered by these GTC. Any claim not originating from the scope of the Agreement is expressly excluded.

In respect of this, Bühler shall only be liable for typical and foreseeable damage. Liability for damages out of or in relation to the production or termination of use 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.

Furthermore liability out of or in relation to the Agreement is any case whatsoever limited to the total price paid by the Customer under the Agreement.

Subject to clause 13, liability is also excluded for compensation claims from third parties against the Customer for infringements of intellectual property rights.

This exclusion of Bühler's liability does not apply to unlawful intent, gross negligence, negligent harm to life, body, health, or as far as in otherwise contrary to compulsory law.

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 the Products infringe a valid and enforceable patent or other intellectual property right.

Should a third party initiate a claim against the Customer in relation 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 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 this Agreement; (v) the Customer renders to Bühler whatever information and assistance reasonably necessary to defend the claim; and (vi) infringement took place within three (3) years from the date of delivery. At its own discretion Bühler alternatively has the right to (a) procure for the Customer the right to continue using the Products, (b)

replace the Products with a non-infringing product, (c) modify the Products so as to avoid infringement, or (d) remove the Products and refund to the Customer the original paid price.

- 14. Compliance**

In exercising its rights and performing its obligations under this Agreement, Bühler shall, in addition to any of its respective governmental 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 identifiable 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.buhler.com/privacy-policy in order to order, info and perform any rights and/or obligation under these GTC as well as related purposes, including but not limited to order and payment processing, sales and marketing 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 for third parties or third parties about which ensuring a complete data protection policy is 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 substantially 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 receiving notice 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, earthquakes, hurricanes, landslides, or floods), war (declared or not), acts of terrorism, sabotage, piracy, risk, fire, explosion, epidemics, pestilence, or other events of a general character, or actions of authorities or shortages of labour, fuel, or raw materials qualify as a force majeure event ("Force Majeure").
 - ii A force Majeure event lasts longer than consecutive 10 months after the party shall be entitled to terminate the Agreement at any time by giving notice in 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 this provision shall not affect the other provisions of the Agreement. The parties shall substitute any invalid or unenforceable provision with the intended provision to the greatest extent possible in 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 and the greatest extent possible in the same legal and commercial objectives.
- 20. Jurisdiction and applicable law**

This provision shall not be exclusively CH-6040 Olten. The applicable law shall be exclusively Swiss law, with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

Bühler GmbH



INNOVATIONS FOR A BETTER WORLD