

General Terms and Conditions for Supply and Services Contracts

Preamble:

This English translation is provided for convenience only. In the event of any discrepancy or contradiction between the German and the English versions, the German version shall prevail.

1 Purpose and Scope

- 1.1 These General Terms and Conditions (hereinafter referred to as "**GTC**") govern the contractual relationship between Comexis GmbH and its customers (hereinafter referred to as "**Customer**") for the supply of apparatus, devices, the associated spare parts (collectively referred to as "**Equipment**") and services such as engineering, project management, assembly, commissioning, customer training, maintenance, and repairs of systems (collectively referred to as "**Services**") by Comexis GmbH.
- 1.2 These GTC shall form an integral part of any offer made by Comexis GmbH to the customer or any contract between the customer and Comexis GmbH.

2 Offers

- 2.1 Verbal or telephone information as well as indicative offers by e-mail are non-binding, as is all information on the website of Comexis GmbH.
- 2.2 Written offers are only binding if they are explicitly marked as "binding". Unless stated otherwise in the offer, binding offers have a validity of 30 days from the earlier of the date of issue noted in the offer itself or from the sending date of the e-mail.

3 Contract effectiveness, scope of supply and services

- 3.1 The contract between the customer and Comexis GmbH shall be deemed to have been entered into and become binding upon the Parties upon:
 - the signing of the contract document by both parties; or
 - the return of the binding offer with a declaration of acceptance of the offer and these GTC signed by the Customer; or
 - by the customer issuing a written order to Comexis GmbH (e.g. by e-mail) including an explicit acknowledgement of these GTC and a Comexis GmbH confirming such order to the customer unchanged.
- 3.2 If a down payment has been agreed, the contract shall be effective from the date on which the down payment is received by Comexis GmbH, otherwise from the contract date set out in clause 3.1. All agreed dates shall run from this effective date.
- 3.3 The Equipment and Services listed in the contract represent the total contract scope. Peripheral devices or connecting elements (e.g. cables, hose lines) required to connect the Equipment to the customer's infrastructure are not included, unless explicitly stated in the contract. The same applies to miscellaneous services such as training, instruction, upgrades, and support after final acceptance.
- 3.4 No variation of the contract (or of any of the documents referred to in it) shall be valid and effective and binding upon all Parties unless it is in writing and it is signed by both Parties.
- 3.5 Services for which fixed prices have not been expressly agreed in advance shall be charged at the hourly rates stated in the contract. If no hourly rates are agreed in the contract, Comexis GmbH's standard rate of CHF. 185 shall apply. For work requested by the customer outside normal working hours (Monday to Friday 06:00 to 20:00 except public holidays), the following surcharges shall apply:
 - 25% surcharge for night and Saturday work
 - 50% surcharge for work on Sundays and Swiss public holidays.

4 Contract execution

- 4.1 The place of performance shall be the office of Comexis GmbH in 5400 Baden/AG, unless agreed otherwise or is apparent from the nature of the contract,
- 4.2 Services provided by Comexis GmbH that are not expressly provided within the scope of a delivery or a contract for work and services shall be deemed to be a mandate (“Einfacher Auftrag”) pursuant to the Swiss Code of Obligations Article 394 et seq.
- 4.3 The contract fulfilment usually requires a number of interactions (meetings, approval processes, acceptances, etc.) between the parties. Subject to clause 4.4 both parties declare to be bound by the due dates and deadlines agreed in writing.
- 4.4 Changes to the scope and/or deadlines requested by the Customer or resulting from events outside of Comexis GmbH or for which Comexis GmbH is not significantly responsible after the order has been placed (including delayed interactions on the part of the customer) shall entitle Comexis GmbH to make an appropriate adjustment to the contract price and the agreed deadlines. This shall also apply in particular in the event that components or materials included in the scope of delivery and procured by Comexis from third-party companies are not available or are only available with delay.

5 Delivery, transfer of title and risk, acceptance

- 5.1 Risk of loss or damage to the Equipment shall pass to Purchaser upon delivery in accordance with the delivery terms stated in the contract. If no specific terms (e.g. Incoterms) have been agreed, delivery term shall be FCA Comexis GmbH in Baden or - in the case of deliveries directly from subcontractors of Comexis GmbH - the FCA place of delivery of the subcontractor (Incoterms 2022)..
- 5.2 The customer is obliged to check deliveries for differences in quantity, obvious defects and transport damage within 2 working days of receipt. A detailed inspection shall be carried out within the contractually agreed period.
- 5.3 Services are to be checked for defects immediately after receipt, but at the latest by the expiry of contractually agreed deadlines.
- 5.4 Services provided within the framework of a mandate pursuant to Article 4.2 shall be deemed to have been accepted unless the Client raises a complaint immediately after the service has been provided.
- 5.5 Comexis GmbH shall be notified immediately in writing of any defects found, including a detailed description of the defects found.
- 5.6 Deliveries and services shall be deemed to have been accepted, and interim or final acceptance of deliveries and services agreed in the schedule shall be deemed to have taken place if, after expiry of the relevant deadlines in accordance with clauses. **Error! Reference source not found.** to 5.4 Comexis GmbH has not received any notification of defects. If no specific dates or deadlines have been agreed, the said deadline shall be 5 working days. This is subject to the granting of an extension of the deadline for good cause, which has been mutually agreed within the contractual deadline.

6 Retention of Title and Intellectual Property

- 6.1 The title and rights of use of equipment and services shall not pass to the customer until the order value has been paid in full.
- 6.2 Unless explicitly stated otherwise in the contract, software developed by Comexis GmbH or third parties as part of the services shall be provided to the customer as a perpetual, worldwide, non-exclusive licence to the extent necessary to achieve the purpose of the contract. The customer may neither copy this nor use it for non-contractual purposes or make it available to others for use. In the case of third-party software, the provisions of the manufacturer's licence agreement shall also apply.

7 Payment Conditions

- 7.1 The following payment terms will apply, unless otherwise agreed::
- For pure deliveries: 25% down payment when placing the order, 75% after delivery.
 - For deliveries with associated services: 25% down payment when the order is placed, 65% after delivery has been made, the remainder after acceptance and delivery of contractually agreed final documentation.
 - In the case of pure services at flat rates: 10% when the order is placed, 80% after the service has been provided, the remainder after acceptance and the delivery of contractually agreed final documentation.
 - For services and orders on an hourly basis: Monthly invoicing for hours worked. For small orders with a duration of less than 3 months: 100% after completion of the order.
- 7.2 Payments shall be due 30 days after invoicing, without any deduction or retention such as expenses, taxes, levies, WHT, unless otherwise agreed. In the event of late payment, interest on arrears of 5% p.a. shall apply.
- 7.3 Payments must not be offset against counterclaims.

8 Suspension and termination

- 8.1 If Comexis GmbH is in default with the performance of the contract in relation to contractually agreed deadlines through its own fault, the parties shall jointly agree on an appropriate period of grace. If Comexis GmbH does not comply with this period of grace either, the customer shall be entitled to terminate the contract 30 days after the end of such period.
- 8.2 In the event of termination of the contract pursuant to Article 8.1 the Client shall be entitled to a refund of all payments made up to the date of termination, up to a maximum of 100% of the Order Value.
- 8.3 Delays in interactions or payment shall entitle Comexis GmbH to suspend the contract after a with a 14 days' notice. If the customer fails to remedy the breach of contract within 14 days of such notice, Comexis GmbH shall be entitled to terminate the contract.
- 8.4 In the event of termination of the contract pursuant to clause 8.3 or in the event of the customer terminating for convenience, Comexis GmbH shall be entitled to a lump sum of 30% of the order value plus all costs demonstrably incurred for the performance of the contract up to the time of withdrawal from the contract, however not exceeding the total contract value.
- 8.5 In the event of termination pursuant to clause 8.3 or in the event of the customer terminating for convenience, Comexis GmbH may, at its sole discretion, take back part or all of the equipment delivered. In this case, the amount pursuant to clause 8.4 shall be reduced by the purchase price of said equipment less any costs incurred by Comexis GmbH for resetting, shipping, and supplier re-stocking fees.
- 8.6 Both parties shall be entitled to terminate the contract if contract fulfilment becomes impossible or is likely delayed by 3 months or more due to conditions beyond control of Comexis GmbH or due to force majeure,.
- 8.7 In the event of termination pursuant to clause 8.6, Comexis GmbH shall be entitled to all liabilities to third parties resulting from the termination of the contract as well as to the contractually agreed value of goods already delivered pursuant to clauses 5.1 and 5.6 parts of the equipment and services already handed over. Any expenses in excess thereof shall be borne by Comexis GmbH.
- 8.8 Termination notice must in any case be given in writing and shall only be valid after written confirmation by the other party. If the other party does not confirm the withdrawal within 5 working days, the expiry date of this period shall be deemed to be the date of withdrawal.

9 Defects liability

- 9.1 The statutory warranty of Comexis GmbH pursuant to Art. 206 of the Swiss Code of Obligations for deliveries and services is expressly excluded.

- 9.2 Instead of said warranty, Comexis GmbH, at its sole discretion, will repair or replace the defective equipment manufactured by Comexis GmbH during a period of 12 months after the delivery date.
- 9.3 For third-party products, the warranty offered by the manufacturer or supplier shall apply. The warranty period of equipment programmed or configured by Comexis GmbH prior to delivery to the customer, shall commence with the delivery of the said products to Comexis GmbH.
- 9.4 Upon customer request, Comexis GmbH will handle warranty claims for third-party equipment pursuant to Clause 9.3 on behalf of the customer. All related expenses, including any shipping or transport costs, shall be borne by the customer.
- 9.5 For services provided within the framework of a mandate pursuant to Clause 4.2 the obligations of Comexis GmbH shall be limited those stated in the Swiss Code of Obligations Article 398.
- 9.6 For services rendered under a contract for work and services, Comexis GmbH shall grant the customer the right to the production or restoration of the contractual condition, namely the correction of programming, configuration or installation errors not identifiable at the time of final acceptance within a mutually agreed, reasonable period of time. This right shall apply for 3 months from the date of final acceptance or from receipt of the last payment from the customer, whichever occurs earlier. Excluded from this right are functional restrictions of any kind due to changes to the service by the customer or by third parties, as a result of the influence of third parties or as a result of force majeure.
- 9.7 The customer accepts the right according to Clause 9.6 as full satisfaction of its claims and waives all further claims. If the restoration of the contractual condition requires an assignment abroad Switzerland, the customer shall bear all associated travel and accommodation costs.
- 9.8 Comexis GmbH shall not assume any warranty for the functionality and the functional scope of hardware or software procured by the customer on the recommendation of Comexis GmbH or procured by Comexis GmbH.

10 Liability

- 10.1 Comexis GmbH shall be liable to the customer for direct and proven damage caused by demonstrably wilful misconduct or gross negligence on the part of Comexis GmbH.
- 10.2 Comexis GmbH's liability for average or normal negligence as well as for professional breaches of duty of care shall be limited to the contract value. Comexis GmbH shall not be liable, whether in contract, tort, strict liability or otherwise, for loss of production, loss of use, loss of goodwill or reputation, loss of savings or profit, loss of revenue, loss of contract, loss of production, loss of data, costs of capital, or any economic loss or for any special, indirect loss or damage suffered by the Customer.
- 10.3 Liability for slight negligence is expressly excluded.
- 10.4 Also excluded is any non-contractual liability, liability for damage caused by auxiliary persons, as well as liability for direct damage caused by the customer or third parties through modification of the delivery or service or through criminal acts of third parties (e.g. through sabotage or malware).
- 10.5 The above exclusions and limitations of Comexis GmbH's liability shall not apply in the event of personal injury (including death).
- 10.6 For services provided within the framework of a Simple Contract pursuant to. Clause 4.2 the provisions of OR 398. para. 1 shall apply additionally.

11 Privacy protection and confidentiality

- 11.1 Comexis GmbH undertakes to treat personal and company information provided for the execution of the contract as confidential and to process it exclusively in accordance with the Federal Data Protection Act (DSG). Physical data carriers provided by the customer shall be returned to the customer after the performance of the service or destroyed by Comexis GmbH without delay.

11.2 The customer agrees to this use of his data. Moreover, he has the possibility to view the data stored about him.

12 Applicable law and place of jurisdiction

12.1 These GTC and the contracts concluded based on these GTC are subject exclusively to Swiss law. The place of jurisdiction shall be the registered office of Comexis GmbH.

13 Final provisions

13.1 The contract is binding on the signatory parties and may not be transferred to third parties without the written consent of the other party, except in the case of a transfer of all business activities of a party to a legal successor. The transfer to a subsidiary of a party is also permitted after written notification to the other party.

13.2 Comexis GmbH shall be entitled to assign parts of the performance of the contract to third parties. Comexis GmbH shall remain responsible to the customer for the entire performance of the contract.

13.3 Only the version of the GTC valid at the time of the offer or conclusion of the contract shall apply to offers and contracts. Comexis GmbH reserves the right to change the GTC at any time.

13.4 The contract with any appendices and these GTC constitute the entire agreement between the parties. There are no oral or written ancillary agreements outside the contract.

13.5 If individual provisions of the contract or these GTC are or become invalid or unenforceable, this shall not affect the validity of the remaining provisions. The invalid or unenforceable provision shall be replaced by a valid provision which comes as close as possible to the economic purpose of the invalid provision. Changes in the law affecting the performance of the contract shall entitle both parties to an appropriate adjustment of the scope of the contract, the contract price and the agreed dates.

13.6 Changes in the law and additional official requirements such as quarantines or changed visa and travel regulations which affect the performance of the contract entitle both parties to an adjustment of the scope of the contract, the contract price and the agreed dates appropriate to the changed requirements.