

## General Sales and Delivery Terms and Conditions

These General Sales and Delivery Terms and Conditions (hereinafter also referred to as “General Terms and Conditions” form the exclusive basis for all business transactions with the **WEY Technology AG** (hereinafter also referred to as the “Supplier”). In the case of conflict between these General Conditions and other contractual documents (such as purchase and maintenance contracts or an order form), the other contract documents take precedence over the General Conditions.

Any other general terms and conditions of the contractual partner (hereinafter also referred to as the “Customer”) are not part of the agreements between the Customer and the Supplier unless they have been exceptionally and expressly recognized by the Supplier in writing.

### 1 Offers

The offers of the Supplier are limited in time in accordance with the stipulations contained within them.

The offers are of a confidential nature and may only be made known to such persons who are entrusted with the handling of the offers. The Supplier shall retain all copyright and property rights for all drawings, drafts, circuit diagrams and cost estimates as well as all other legally protected and non-protected content. Upon request by the Supplier, the Customer is obliged to immediately return all documents provided within the framework of the offer to the Customer in the absence of the placement of corresponding orders.

### 2 Pricing, invoicing, payment conditions

2.1 Invoicing is based on the list prices valid at the time of delivery plus value added tax. Value-added tax shall only be omitted in those cases in which the conditions for tax exemption of export deliveries are met.

2.2 Unless otherwise agreed, prices subject to INCOTERMS (2020) FCA Unterenstringen excluding packaging.

2.3 In case of significant changes to the calculation basis relevant for price formation, in particular (but not only) in the case of currency fluctuations of more than 3% since the submission of the offer, the Supplier explicitly reserves the right to adjust the prices correspondingly for services not yet rendered, whereby the Customer shall be informed as quickly as possible.

2.4 The Supplier shall invoice the Customer for services rendered. Any complaints with respect to the invoice shall be directed in writing to the Supplier within 10 days of the date of invoice. From this date, the Customer recognizes that he owes the Supplier the amount stated in the invoice (debt recognition pursuant to Art. 82 Sub-section 1 SchKG.).

Invoice sums shall be due for payment within 30 days of the invoice date without deduction (in particular without the deduction of discounts, etc.). The payments shall be made to the account stated by the Supplier.

2.5 If the order placed with the Supplier exceeds the equivalent amount of CHF 100'000 (excluding VAT, packaging, shipping, transport, insurance and customs), the following payment terms apply: 50 % of the amount is due upon confirmation of receipt of the order, 40 % upon delivery and 10 % after acceptance or at Go-live, whichever occurs first. Invoices are due for payment within 30 days of the invoice date without deductions (in particular without early payment discounts, etc.).

If the proposal or contract stipulate any agreed payment milestones tied to projects milestones and these are postponed at Customer's request, the payment milestones shall remain as originally agreed.

2.6 If the Customer falls into arrears with payments according to the due dates, the Supplier is entitled, from the first day and without further reminders, to demand 5% interest on late payments. The supplier is also entitled to retain all services, goods and deliverables under this as well as any other contract with the customer in question. Further claims of the Supplier are expressly reserved. In particular, all court and out-of-court costs which arise from this agreement for the Supplier to assert its claims towards the Customer shall be charged to the Customer.

2.7 With regard to monetary claims of the Supplier vis-à-vis the Customer, the Customer can only charge the Supplier insofar as the charges are legally determined or expressly acknowledged in writing by the Supplier.



### **3 Insurance**

The Customer shall conclude the necessary insurance at its own expense.

### **4 Delivery**

The Supplier shall make every effort to adhere to the agreed period of time for the provision of the deliverables, even in the event of non-foreseeable difficulties, although the Supplier shall explicitly not take any legal responsibility for this. This applies in particular for all cases of force majeure, delays due to sub-suppliers of the Supplier, official prohibitions of imports or exports, strikes, etc.

### **5 Transfer of risk, examination of the delivery goods and warranty**

5.1 Delivery shall be Incoterms (2020) FCA Unterengstringen, unless expressly agreed otherwise.

5.2 The delivery goods shall be examined by the Customer for any possible defects immediately after arrival at the Customer site. Dispatches with any transport damage are to be accepted with reservation and both the involved haulage company and the Supplier are to be notified immediately in writing.

5.3 Any further defects with regard to delivery item (i.e. deviations from the expected target status) shall be reported in writing with a detailed description of the defect to the Supplier immediately, at the latest, however, within five (5) calendar days after receipt by the Customer. The transmission risk is borne by the Customer. Defects which could have been identified by meticulous examination and have not been reported to the Supplier within the 5-day complaint period shall be regarded as having been approved.

5.4 Defects which could not be identified, even by meticulous examination, within the 5-day complaint period (so-called concealed defects), shall be reported to the Supplier after identification, in writing and with a detailed description of the defect.

5.5 The following warranty of the Supplier shall apply in the case of defects identified and reported in good time:

The Supplier undertakes to repair those elements of the delivery which are verifiably damaged or unusable as a result of erroneous design, use of poor materials or defective production. Instead of repair, the Supplier is also entitled to choose to provide equivalent replacements for damaged elements or take back the delivery and refund the payments made by the Customer. Insofar as no warranty period has been agreed in individual cases, the warranty period shall be two (2) years. For third party products the warranty period of the manufacturer or the third-party supplier shall be applicable.

The warranty period shall commence upon provision of the delivery goods for shipping ex works. If the provision of the delivery goods is delayed by circumstances which are not the responsibility of the Customer, the warranty period shall commence later as appropriate.

5.6 The warranty shall always lapse prematurely if the Customer or third parties carry out any intervention, modification or repairs on the delivery goods without the previous written approval of the Supplier.

5.7 In general, the Supplier shall assume no liability for deliveries and services of sub-suppliers that are engaged by the Customer.

The Customer is entitled, however, to demand that the Supplier assigns the Customer all legal rights accruing from defects and guarantee claims towards such sub-suppliers from the Supplier's agreement with sub-suppliers. If such an assignment is not possible (e.g. due to prohibition of assignment) or should such legal rights accruing from defects and guarantee claims not be executable for whatever reason, no claims shall result for the Customer against the Supplier, and in particular there is no liability on the part of the Supplier.

### **6 Warranty and disclaimer**

6.1 With the exception of the warranties stated and explicitly defined in Paragraph. 5.5, the Supplier expressly rules out any further warranties with regard to delivery goods supplied to the Customer. Furthermore, any further liability of the Supplier, regardless of legal grounds, to the extent permitted by the law is explicitly and entirely ruled out.



- 6.2 In no case shall there be claims for the compensation of goods due to damages which have not occurred to the delivery goods themselves (consequential damages, indirect damages, etc.). In particular, the Customer has no claim to compensation for indirect damages, such as, for example, loss of production, loss of use, loss of orders, non-realized savings, loss of profit, etc. There are no further claims for compensation on the part of the Customer.
- 6.3 Any liability of the Supplier for external personnel shall be fully excluded.
- 6.4 A Supplier issued DEV-Certificate is valid for the duration of 1 year following issue date. Any liability of the Supplier for DEV-Certificates shall be fully excluded.

## **7 Reservation of title**

The title for all sold products shall remain with the Supplier until receipt of the full purchase price. The Supplier is entitled to enter the reservation of title in the corresponding register pursuant to Art. 715 ZGB.

- 7.1 Hardware: Title to the hardware purchased by the customer shall pass to the purchaser upon full payment of the purchase price and other applicable fees.
- 7.2 Software and Firmware: Only the right of use at the place of installation can be acquired for software and firmware. The ownership of the software and firmware always remains with WEYTEC.

## **8 Severability Clause**

Should one provision of these general terms and conditions be or become ineffective or non-executable, the validity of the other provisions shall not be affected. A legally valid regulation, which comes closest to the sense and purpose of the non-executable provision and is cost-efficient shall take its place. To fill any loopholes, that regulation shall be regarded as having been agreed upon which the parties would have made in accordance with the sense and purpose of the agreement, taking into consideration the interests of the parties if they had thought of the point.

## **9 Requirement for written form**

Whenever written notices are required, email or facsimile shall be sufficient to fulfil the requirement. If one party uses email or facsimile, it shall bear the risk of receipt by the addressee. The relaxed requirements for written form shall not apply to amendments to these general terms and conditions or the main agreement. All agreements which effect an amendment or supplement to these general terms and conditions or the main agreement shall take place in writing. Verbal collateral agreements do not affect any amendments to these general terms and conditions or the main agreement.

## **10 Data protection, references**

All personal data provided by the Customer to the Supplier will be registered by the Supplier, collected and used for the purpose of the fulfilment of mutual rights and obligations arising from contract(s) executed between the parties and in accordance with the applicable data privacy laws. In the absence of other written agreements, this includes the use of data for marketing purposes of the Supplier, such as the name of the Customer, the company logo and other company-typical characteristics, in various media for the purpose of customer references.

## **11 No Re-export for Importer / Buyer outside the EU**

- 11.1 The [Importer/Buyer] shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any goods supplied under or in connection with this Agreement that fall under the scope of Article 14f of the Ordinance imposing Measures in Connection with the Situation in Ukraine (SR 946.231.176.72).
- 11.2 The [Importer/Buyer] shall undertake its best efforts to ensure that the purpose of section 11.1 is not frustrated by any third parties further down the commercial chain, including by possible resellers.
- 11.3 The [Importer/Buyer] shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of section 11.1.
- 11.4 Any violation of sections 11.1, 11.2 or 11.3 shall constitute a material breach of an essential element of this Agreement, and the [Exporter/Seller] shall be entitled to seek appropriate remedies, including, but not limited to: (i) termination of the Agreement; and (ii) a penalty of 15% of the total value of this Agreement or price of the goods exported, whichever is higher.



- 11.5 The [Importer/Buyer] shall immediately inform the [Exporter/Seller] about any problems in applying sections 11.1, 11.2 or 11.3, including any relevant activities by third parties that could frustrate the purpose of section 10.1. The [Importer/Buyer] shall make available to the [Exporter/Seller] information concerning compliance with the obligations under sections 11.1, 11.2 and 11.3 within two weeks of the simple request of such information.

## **12 Applicable law and place of jurisdiction**

These general terms and conditions and the main agreement are subject exclusively to Swiss law, excluding private international law and the UN Convention of Contracts for the International Sale of Goods, (CISG) of 11 April 1980.

The place of jurisdiction is Zurich, Switzerland