

Variosystems AG 's General Conditions of Sale, Delivery and Payment (GSC)

valid from 01 January 2020

1. General

- 1.1. The below terms and conditions (GSC) shall apply to sales and deliveries executed by Variosystems AG. Any and all contrary thereto shall be excluded.
- 1.2. Variosystems AG's failure to object our partners' terms and conditions shall not cause our consent thereto and/or acceptance thereof.
- 1.3. Any and all amendments and side agreements shall be confirmed by Variosystems AG in writing in order to take legal force and effect.

2. Quotations and Orders

- 2.1. Any and all quotations and offers made by Variosystems AG shall be non-binding. Likewise, related documents, such as illustrations, drawings, weights and measurements, shall be approximate only, unless being defined binding expressly.
- 2.2. Any and all orders placed with Variosystems AG shall not be legally binding until being explicitly confirmed by us in writing or until Variosystems AG starts to perform respective works. The same shall apply to any and all order modifications or amendments.
- 2.3. We explicitly reserve the right to changes and/or improvements in our goods' design or realization.
- 2.4. Any and all offers and quotations as well as drawings or other offer documents shall remain property of Variosystems AG. Any and all copyrights and proprietary exploitation rights therein shall exclusively be with Variosystems AG. Any reproduction and disclosure thereof shall be subject to our consent. Said documents shall, upon our first request, be returned to Variosystems AG.
- 2.5. Variosystems AG shall be entitled to use third parties to fulfill part or all of its obligations hereunder. However, in the event Variosystems AG decides to have all or most of our obligations hereunder fulfilled by third parties, we shall inform Customer thereof in advance.
- 2.6. Variosystems AG shall only disclose Customer's business and trade secrets, which it has come to know of, if and to the extent said third parties need to know them in order to fulfill the present Agreement.

3. Delivery and Transfer of Risk

- 3.1. Any and all delivery dates and deadlines shall merely be approximate, unless being explicitly confirmed as fixed in writing. Variosystems AG shall be entitled to partial deliveries and partial services. Furthermore, Variosystems AG shall be entitled to rescind from the present Agreement in the event we are not correctly and/or duly supplied by our own suppliers. However, we shall promptly inform Customer thereof.
- 3.2. Customer shall be obliged to accept any and all confirmed orders and blanket orders within the set deadline or 3 months upon expiry of the present Agreement at the latest.
- 3.3. Packaging units or components and materials shall be obligations, which Customer is required to accept from respective suppliers.
- 3.4. Any and all deliveries and dispatch shall be invoiced and on Customer's risk. The respective risk shall transfer to Customer as soon as the goods leave Variosystems AG's warehouse.
- 3.5. Unless explicitly agreed otherwise, the goods shall be deemed delivered by being made available at Variosystems AG's place of business.

4. Prices

- 4.1. Any and all prices shall be ex-warehouse Variosystems AG, in Swiss francs CHF (or any other agreed currency), excl. of VAT, customs clearance, and any other fees and charges. Any and all costs arising from packaging, insurance, transportation, installation, and commissioning shall be borne by Customer.

- 4.2. Customer shall be obliged to also accept and pay the packaging units for materials purchased as well as the finished and semi-finished products resulting therefrom, even if not explicitly mentioned in the order.

- 4.3. Any and all prices stated by Variosystems AG (including those in our order confirmations) shall be subject to alteration. Prices remain valid for 6 months as from order date.

5. Currency Parity

- 5.1. Variosystems AG reserves the right to charge Customer with any and all documented extra costs resulting from Customer's decision for another currency than the one stated in our offer or order confirmation.

6. Payment Terms

- 6.1. Any and all invoices shall be paid strictly net within 30 days as from the invoice date. In the event Customer is in default with payments to be made to Variosystems AG or one of its affiliates or if Variosystems AG has reasonable doubt (within Variosystems AG's sole discretion) regarding Customer's willingness or ability to pay, Variosystems AG shall be entitled to withhold further service performance or deliveries covered by the present or other Agreements in the event Customer is in default. The aforesaid shall in no form whatsoever affect other statutory rights Variosystems AG might be entitled to.
- 6.2. Any payment retention and off-setting of counterclaims that have not been explicitly accepted shall be excluded.
- 6.3. In the event it is in payment default, Customer shall have to pay the applicable default interest amounting to 5%. Additionally, we shall be entitled to charge Customer with processing fees arising from the respectively required correspondence and collection measures at cost.

7. Warranty

- 7.1. Customer shall be obliged to immediately inspect goods received for possible defects in quality and deficiencies and to promptly notify us of possible deviations in writing. Any and all claims Customer might have shall be excluded if respective complaints are not received by Variosystems AG in writing within 10 workdays as from delivery of the goods. If Customer fails to file such complaints, respective deliveries made and/or services performed shall be approved. Entitlements possibly arising for Customer therefrom shall then be forfeited.
- 7.2. However, the legal provisions applicable to latent defects shall remain unaffected.
- 7.3. Goods affected by justified complaints shall - at Variosystems AG's discretion - be either repaired or replaced by flawless products. If Variosystems AG ultimately fails to rectify suchlike goods, Customer shall be to redhibition or reduction.
- 7.4. However, Variosystems AG shall generally not be liable for products modified by Customer or any third party.
- 7.5. Variosystems AG assumes no liability whatsoever for goods that or directly or indirectly damaged by the products intended for Customer. Consequently, liability claims of whatsoever kind shall be excluded.

8. Reservation of Title

- 8.1. Until all disputed and undisputed claims arising from the business relationship hereunder - irrespective of their legal ground (and including default interest and legal costs) - have been settled, all products delivered shall remain the property of Variosystems AG. The aforesaid also applies if Customer illegitimately alienates its rights in respective products to third parties.
- 8.2. Customer hereby explicitly consents to the products delivered being registered with the

competent debt enforcement office's title retention register.

9. Liability

- 9.1. Under no circumstances whatsoever shall Variosystems AG be liable for damage suffered by Customer or third parties resulting from the negligent use of goods delivered by us.
- 9.2. Variosystems AG's liability shall - irrespective of the legal grounds it is based upon - exclusively apply to events of intent and gross negligence and be limited to the amount covered by insurance.
- 9.3. Claims arising from product liability shall remain unaffected.
- 9.4. Any liability for consequential damage of whatsoever kind (like e.g. lost turnover, profits, data, production downtimes, etc.) shall generally be excluded.
- 9.5. In the event Customer complains about software produced by Variosystems AG, it shall be obliged to precisely document program errors that are reproducible in segregated inspections of said software. With respect to the use of software produced e.g. in electronic modules, devices, test systems, adapters, component programming, etc., Variosystems AG assumes no liability whatsoever for the respective application functionality.
- 9.6. Any modifications made by Customer or third parties to software and/or hardware delivered shall cause any warranty claims to be forfeited.
- 9.7. In the event Customer requests development services that exceed the application of recognized rules of engineering and technology, it shall keep Variosystems AG free from and indemnified against any and all damage and loss resulting from the use of techniques and technologies not approved at the time of the Agreement's performance.
- 9.8. For any services provided by third parties (e.g. third party hard- or software), Variosystems AG shall only be responsible to the extent required for third party-supplier warranty and liability and within the scope defined in this Paragraph 9.

10. Non-Solicitation Agreement

- 10.1. Customer undertakes to refrain from poaching or hiring Variosystems AG 's staff during the term of the present Agreement and for a period of two years upon its termination. The above non-solicitation agreement shall be factually enforceable.

11. Transfer and Place of Performance

- 11.1. Until all payments have been made in full, Customer's transfer of its rights and claims hereunder against us to any third party shall be subject to Variosystems AG's prior written consent.
- 11.2. Place of performance for both, Customer and Variosystems AG shall be CH-9323 Steinach/SG.

12. Force Majeure

- 12.1. If one of the parties cannot properly fulfil its contractual obligations due to events of force majeure such as labor disputes, strikes, lockouts, war, armed conflicts or any other events such as national or international epidemics, the other party cannot derive any rights from such events, regardless of the legal basis.

13. Choice of Law and Place of Jurisdiction

- 13.1. The Parties explicitly agree to subject their legal relationship to Swiss law. They explicitly agree Variosystems AG's registered office in CH-9323 Steinach/SG to be the place of jurisdiction.