

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

valid from 1 July 2021

1. General

- 1.1. The below terms and conditions (GSC) shall apply to sales and deliveries executed by Variosystems AG. Any and all conditions contrary thereto shall be excluded.
- 1.2. Variosystems AG's failure to object to 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 performing 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, if 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 our obligations hereunder on our behalf.

3. Delivery and Transfer of Risk

- 3.1. Any delivery terms and dates agreed shall be indicative and might change as a result of insufficient materials availability. Only fixed dates expressly confirmed in writing shall be reserved. Variosystems AG shall be entitled to partial deliveries and partial services. Furthermore, Variosystems AG shall be entitled to rescind from the 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 Agreement at the latest.
- 3.3. Packaging units for 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 at Customer's account and 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 and Exchange Rates

- 4.1. Any and all of Variosystems AG's prices, both those in the offer and the order confirmation, are calculated based on the market situation on the order date. Additional costs that can be proven to be due to a new market or procurement situation at the time of delivery can be added to the order or offer price. The same shall apply to verifiable extra costs related to currency changes.

Customer declares its explicit consent with this provision.

4.2. 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.

4.3. 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.

5. Payment Terms

5.1. 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 any 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 generally demand cash on delivery. Moreover, Variosystems AG shall be entitled to withhold further service provision or deliveries covered by the present or other Agreements if Customer is in default.

5.2. Any payment retention and off-setting of counterclaims that have not been explicitly accepted shall be excluded.

5.3. In the event it is in payment default, Customer shall have to pay the legal default interest rate 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.

6. Warranty

6.1. 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 to Customer therefrom shall then be forfeited.

6.2. However, the legal provisions applicable to latent defects shall remain unaffected.

6.3. 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 entitled to redhibition or reduction.

6.4. However, Variosystems AG shall generally not be liable for products modified by Customer or any third party.

6.5. Variosystems AG assumes no liability whatsoever for goods that are damaged by direct or indirect contact to the products intended for Customer. Consequently, liability claims of whatsoever kind shall be excluded.

6.6. If orders of subassemblies, cable assemblies or box-build have been specified excluding electrical testing of the product, repairs have to be paid for separately.

7. Reservation of Title

7.1. Until any and all disputed and undisputed claims arising from the business relationship hereunder - irrespective of their legal base (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.

7.2. Customer hereby declares its express consent to the respective entry of the delivered goods in the retention of title register of the competent debt enforcement office.

8. Liability

8.1. 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.

8.2. 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.

8.3. Claims arising from product liability shall remain unaffected.

8.4. Any liability for consequential damage of whatsoever kind (like e.g. lost turnover, profits, data, production downtimes, etc.) shall generally be excluded.

8.5. 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.

8.6. Any modifications made by Customer or third parties to software and/or hardware delivered shall cause any warranty claims to be forfeited.

8.7. 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.

8.8. 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 8.

9. Non-Solicitation Agreement

9.1. 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.

10. Transfer and Place of Performance

10.1. Until all payments have been made in full, Customer's transferal of its rights and claims hereunder against us to any third party shall be subject to Variosystems AG's prior written consent.

10.2. Place of performance for both, Customer and Variosystems AG, shall be CH-9323 Steinach/SG.

11. Force Majeure

If the delivery or service is delayed as a result of a force majeure event beyond Variosystems AG's reasonable control, such as industrial disputes, strikes, lockouts or other national or international events like pandemic or endemic events, the delivery period shall be appropriately extended by the time of the respective impairment and its aftermaths. The aforesaid shall also apply if any subcontractor experiences the said circumstances.

If the event of force majeure results in permanent impossibility of performance, Variosystems AG shall be entitled to rescind from the Agreement without compensation or reimbursement of further expenses. Variosystems AG shall furthermore not be responsible for underlying causes of force majeure events if they arise through no fault of us within the course of an already existing state of default. In important cases, Variosystems AG will immediately notify Customer of the beginning and end of such impairments.

12. Choice of Law and Place of Jurisdiction

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