

General Terms and Conditions (GTC) of Delivery and Services of DAIMEX Ltd.

1. General Provisions

- 1.1 These General Terms and Conditions of Delivery and Services ("GTC") shall apply to all business relationships between Daimex Ltd. ("Supplier") and its Customers, unless otherwise stated in the purchase contracts (or other individual agreements, together with the (purchase, works, services) contracts "Contract") concluded between the Supplier and the Customer (Supplier and Customer together the "Parties"). In the event of a contradiction between the GTC and the Purchase Contract, the provisions in the Contract shall take precedence.
- 1.2 Unless otherwise expressly agreed in writing, Supplier's cost estimates shall be non-binding and subject to a charge
- 1.3 Supplier's offers shall be non-binding as long as Supplier does not expressly make a binding offer in writing.
- 1.4 Customer may not return any goods to Supplier, unless Supplier has expressly authorised their return. This provision shall not apply if Customer is entitled to withdraw from the Contract.
- 1.5 These terms and conditions shall also apply to all future deliveries and services to Customers until Supplier's new General Terms and Conditions of Delivery and Services come into force.

2. Prices

- 2.1 Prices should be calculated based on the list prices plus VAT applying at the time of delivery. Only in cases where the conditions for tax exemption of export deliveries are satisfied shall VAT not be calculated.
- 2.2 If no special agreement has been concluded, prices shall be EXW Herzogenbuchsee (Incoterms 2020).
- 2.3 Supplier shall reserve the right to change the prices appropriately if costs fall or rise, especially due to changes in wage costs, e.g. as a result of collective bargaining agreements or material price changes, after the Contract has been concluded.
- 2.4 A quantity surcharge of CHF 25.00 may be levied on orders with a goods value of less than CHF 200.00.
- 2.5 Substitute deliveries shall be made and repaired goods shall be returned if they are not covered by the material warranty upon payment of a reasonable flat-rate shipping and packing charge in addition to the remuneration for Supplier's services.

3. Delivery, Delivery Periods and Default

- 3.1 The start and observance of agreed delivery periods shall depend on the fulfilment of cooperation obligations, especially prompt receipt of all

materials, documents, permits, studies and releases to be provided by the Customer, and on compliance by the Customer with the agreed payment terms. If these preconditions are not duly fulfilled on time, the delivery periods shall be extended to an appropriate extent; this provision shall not apply if Supplier is solely responsible for the delay.

- 3.2 If non-compliance with the delivery periods is due to force majeure and other problems for which Supplier is not responsible, in particular (but not exclusively) pandemic, epidemic, war, terrorist attacks, import and export restrictions, industrial disputes, including those affecting suppliers, the agreed delivery periods shall be extended to an appropriate extent.
- 3.3 If Supplier is responsible for the delay in delivery, Customer must state, at Supplier's request and within a reasonable period of time, whether he insists on the delivery being made or whether he wants to withdraw from the Contract. Customer shall not be entitled to withdraw from the Contract. In cases involving legally binding agreed delivery periods, Clause 9 shall apply to any compensation claims in connection with the delay in delivery.
- 3.4 If goods are delivered on call, Customer shall be obliged to call them off within the agreed period. Unless otherwise agreed in writing, the call-off period shall be three months. After this period has expired, Supplier may demand immediate call-off.
- 3.5 If, at the request of Customer, dispatch or delivery is delayed by more than one month after notification of readiness for dispatch, Supplier shall be entitled to charge the Customer a storage fee for every commenced month amounting to 0.5% of the value of the delivery items, but at most 5% of their value. The Parties shall be free to prove that higher, or as the case may be, lower storage costs were incurred. Any further claims due to acceptance default shall not be affected.

4. Wear and Tear

If no special agreement has been concluded, the delivery shall be made EXW Herzogenbuchsee (Incoterms 2020).

5. Complaints and Defect Claims

- 5.1 Visible defects must be reported by the Customer immediately, but latest 15 days after receipt of goods, in the written way. Hidden defects must be notified to Supplier as soon as they have been discovered. The decisive factor is always the date of the received complaint.
- 5.2 If a defect complaint was sent for a wrong reason, Supplier shall be entitled to reimbursement of the costs by the Customer.
- 5.3 Defect claims shall be excluded if the complaint is not made on time.

6. Acceptance

The Customer may not refuse to accept goods due to minor defects.

7. Material and Legal Defects

7.1 All warranty claims by the Customer in connection with material defects shall become statute-barred after 12 months (art. 210 para. 1 of the Swiss Code of Obligations).

7.2 The limitation period for material defects shall commence when the goods are delivered (passing of wear and tear, see Clause 4).

7.3 In the case of material defects which were notified in time, Supplier shall be obliged to either rectify the defect or supply goods free of defects. All further claims by the Customer, for example cancellation (gradual rescinded transaction), reduction (price reduction) and compensation for damage to the goods and any subsequent damage shall be excluded.

7.4 No defect claims may be asserted in the event of a customary and/or minor deviation from the agreed condition of the goods or a minor impairment of the usability of the goods. Unless Supplier has given an express written assurance, the properties of any supplied samples shall not be regarded as guaranteed if the supplied goods are suitable for their intended use.

7.5 Replaced goods and replaced parts shall become property of Supplier.

7.6 Claims for damages due to the following reasons shall be excluded:

7.6.1 Natural abrasion;

7.6.2 Defects which occur after the passing of risk due to incorrect handling, storage or assembly, non-compliance with installation and operating instructions, or excessive loading or use;

7.6.3 Defects which occur due to force majeure, especially outside influences not covered by the Contract, or due to use of the goods outside their intended normal purpose according to the Contract; or

7.6.4 Non-reproducible software defects

7.7 Liability for defects shall not include defects which are attributable to design specifications of the Customer or specifications of the Customer relating to use of a certain material. Defect claims may also not be asserted if the goods are changed by a third party or through the installation of foreign parts, unless the defect has no causal connection with the change or use.

7.8 Supplier shall not accept any liability for defect rectifications carried out by Supplier or an authorised affiliated company or an authorised third party.

7.9 The provisions of this Cause 7 shall apply mutatis mutandis to legal defects which are not based on the infringement of industrial property rights (see Clause 8).

8. Intellectual Property

8.1 Supplier shall not be liable for claims arising from the infringement of industrial property rights or copyright of third parties (hereinafter referred to as property rights) if the property right is or was owned by the Customer or a company in which the Customer directly or indirectly holds the majority of capital or voting rights.

8.2 Supplier shall not be liable for claims arising from the infringement of property rights, unless Supplier caused such infringement in gross negligence or wilful misconduct.

8.3 Customer must inform Supplier immediately about (alleged) property rights infringements or related risks which come to his attention. At Supplier's request, Customer must also allow Supplier - if possible - to deal with legal disputes (also on a non-judicial basis).

8.4 Supplier shall be entitled to either obtain a utilisation right for the product infringing a property right or to change the product in such a way that it no longer infringes a property right or replace it by a similar product which no longer infringes a property right. This provision shall also apply if the property right infringement has not yet been legally ascertained or has not been accepted by Supplier.

8.5 Claims by the Customer shall be excluded if he is responsible for infringing the property right or he does not provide Supplier with adequate support in defending third-party claims.

8.6 Claims by the Customer shall also be excluded if the products are manufactured according to the Customer's specifications or instructions, or the (alleged) infringement of the property right grounds in use in connection with another product not originating from Supplier, or the products are used in a way which Supplier could not have reasonably foreseen.

8.7 Any further claims or claims other than those covered in this Clause 8 by the Customer due to the infringement of property rights shall be excluded to the extent permitted by law.

9. Claims for Damages

9.1 Supplier shall only be liable for compensation due to the infringement of contractual and non-contractual obligations in the following cases:

9.1.1 Intent, wilful misconduct or gross negligence;

9.1.2 Negligent or intentional physical injury;

9.1.3 Default of an agreed delivery period (in which case damages shall be limited to effective and proven damages due to and caused by the delay in delivery);

9.1.4 If provision is made for compensation through special manufacturer guarantees;

9.1.5 Compelling legal liability (e.g. product liability obligations)

9.2 Compensation according to Clause 9.1 shall be limited to direct damage; all liability for any kind of indirect and subsequent damage shall be excluded to the extent permitted by law.

10. Reservation of Title and Property

- 10.1 Goods delivered by Supplier shall remain in Supplier's sole and exclusive title and property until full compensation and payment.
- 10.2 The Customer shall be entitled to process or combine the goods which Supplier owns in the course of his normal business operations. In order to safeguard Supplier's reservation of title, Supplier shall acquire joint ownership to the items produced through processing or combining. The Customer shall hereby transfer this joint ownership to Supplier. The Customer shall be obliged to store the goods jointly owned by Supplier free of charge. The joint ownership share shall be based on art. 726 and 727 of the Swiss Civil Code.
- 10.3 At Supplier's request, the Customer must inform Supplier immediately in writing to whom he sold the goods in Supplier's ownership or joint ownership and what claims accrue to him from the resale. The Customer must also issue to Supplier at his expense officially certified documents relating to the assignment of the claims.
- 10.4 The Customer shall have no entitlement to other disposals of the goods which are under reservation of title or jointly owned by Supplier, or to disposals of the claims assigned to Supplier. The Customer must inform Supplier immediately about any pledges or other legal impairments of the goods or claims belonging fully or partially to Supplier. Unless they are paid by third parties, the Customer shall bear all costs incurred in removing third-party access to goods which are under reservation of title or jointly owned by Supplier.
- 10.5 In the event of a delay in payment or any other culpable infringement of material contractual obligations by the Customer, Supplier shall be entitled to demand the return of the goods which are under reservation of title or jointly owned by Supplier. If Supplier makes use of this right, withdrawal from the Contract shall only then occur if Supplier expressly declares so.
- 10.6 An application to open insolvency proceedings shall entitle Supplier to withdraw from the Contract and demand the immediate return of the goods.

11. Export Control Clause

- 11.1 Deliveries and services (contractual performance) shall be subject to the proviso that there are no obstacles to performance due to national or international export control regulations, in particular embargos or other sanctions. The Customer undertakes to provide all information and documentation which is required for export and shipment. Delays due to export examinations or approval procedures render deadlines and delivery dates inapplicable. If necessary approvals are not granted or if the delivery and service are not capable of being approved, the Contract shall be considered not concluded with respect to the parts affected.
- 11.2 Supplier has the right to terminate the Contract immediately and without respecting any termination delay if such termination is necessary for Supplier

in order to comply with national or international legal provisions.

- 11.3 In the event of termination pursuant to Clause 11.2, the Customer is excluded from raising a claim for any damage or other rights on account of the termination.
- 11.4 When passing on the products delivered by Supplier (Goods, hardware and/or software and/or technology and the respective documentations, irrespective of the manner in which they are made available) and work and services performed by Supplier (including technical support of all kinds) to third parties in Switzerland and abroad, the Customer must comply with the respectively applicable provisions of national and international (re-)export control law.

12. Confidentiality

- 12.1 All business or technical information originating from Supplier (including characteristics which can be taken from handed-over goods or software, and other know-how or experience) must not be disclosed to third parties as long as and if it is not proved to be public knowledge or was not approved by Supplier for resale by the Customer. This information may only be made available at the Customer's own company to persons who have to be involved in its use and who shall also be obliged to maintain secrecy; this information shall remain Supplier's exclusive property.
- 12.2 Supplier shall reserve all rights to the information described in Clause 12.1 (including copyright and the right to apply for industrial property rights, e.g. patents, registered designs, semiconductor protection, etc.).

13. Payment Terms

- 13.1 Unless otherwise agreed in writing, payment must be made in Swiss Francs (CHF) within 30 days from the date of the invoice without any deductions. However, Supplier may also make its services dependent on gradual payment (e.g. through cash on delivery or direct bank debit) or an advance payment.
- 13.2 The Customer's payment obligation shall only be fulfilled when the amount is credited to Supplier's post office giro account or bank account (value date). Acceptance of bills of exchange or cheques as a means of payment shall be at Supplier's discretion. In the case of bills of exchange or cheques, the payment obligation shall be deemed to have been fulfilled when the amounts are credited to Supplier after encashment.
- 13.3 Supplier shall be entitled to offset payments against the oldest claim due.
- 13.4 When the payment period expires without being used, the Customer shall be in default without a warning. If the Customer fails to pay by the due date, all Supplier's claims from Supplier's business relations with the Customer shall become due for payment immediately. This right shall not be excluded through extension of the period for

- payment or acceptance of bills of exchange or cheques.
- 13.5 Late payment or other changes in the Customer's circumstances, which endanger payment of Supplier's claims, shall entitle Supplier
- 13.5.1 to withdraw from the Contract at any time and stop Supplier's contractual duties and services or demand their return by the Customer;
- 13.5.2 to immediately enforce all existing claims against the Customer, irrespective of their due date, or demand collateral for the claims;
- 13.5.3 to only furnish outstanding services in return for an advance payment, irrespective of the agreements concluded for these services;
- 13.5.4 to demand compensation from the Customer.
- 13.6 If the Customer exceeds the time limit for payment, Supplier shall be entitled to charge default interest amounting to the blank credit interest rate of Credit Suisse Bank. Supplier shall reserve the express right to enforce a claim for any other damage.
- 13.7 The Customer shall only be entitled to retain payments or offset counterclaims if his counterclaims are undisputed or are final and absolute.
- 13.8 The place of performance for all payments to be made by the Customer shall be at the Supplier's registered office.

14. Venue and Applicable Law

- 14.1 If one of the clauses of these GTC and the other concluded agreements is or becomes invalid, the validity of the other clauses shall not be affected. The Parties shall be obliged to replace the invalid clause by a clause which comes as close as possible to the invalid clause in economic terms.
- 14.2 Subject to different compelling legal regulations, the courts at Supplier's registered offices (Herzogenbuchsee, Switzerland) shall be exclusively responsible for any kind of legal claims against Supplier. Legal actions by Supplier against the Customer shall be taken either at Supplier's registered office (Herzogenbuchsee, Switzerland) or at the head office or domicile of the Customer or another competent authority under statutory procedural law.
- 14.3 All legal relationships between Supplier and the Customer shall be subject solely to Swiss law to the exclusion of conflict of law provisions and the United Nations Convention on the International Sale of Goods (CISG).

These GTC shall replace all previous versions of said GTC in full.

(Version dated: 1 July 2020)