

1. Scope & applicability

These general terms and conditions of sale apply on an exclusive basis to all Systems Assembling SA ("Seller") deliveries and provision of services to a contractual partner ("Buyer"). Seller and Buyer are collectively referred to as "Parties". The Buyer's terms and conditions of purchase shall not constitute an integral part of the contract even if Seller does not explicitly reject them. Any deviations, changes or amendments to these general terms and conditions of sale require Seller's express written consent.

2. Offers

Offers, unless otherwise stated by Seller, are valid for ninety (90) days from the date of offer. Advice of any kind, especially with regard to the fitness of the purchased goods to the Buyer's specific intended use, shall not be the subject of the contract. Any Buyer's information shared with Seller concerning intended use of the goods shall not be a commercial basis of the contract. The examination of the product suitability for the specific intended use shall be the Buyer's responsibility.

3. Ordres

Orders that arrive without prior offer from Seller or that contain changes to the offer from Seller shall require confirmation by Seller in order to give rise to a contract.

4. Prices

Prices are ex works Seller facility (CH - Boudry/NE) and are net of packaging, VAT and insurance. In case of significant changes in raw materials prices, energy prices, foreign exchange rates or other price relevant economic circumstances in the time between the day of contract conclusion and the day of delivery, Seller shall be entitled to a reasonable price adjustment. The price adjustment shall be communicated in writing at least four (4) weeks in advance.

5. Placement of fulfilment

Placement of fulfilment is the Seller facility in Boudry/NE, Switzerland.

6. Terms of payment

Payment is due within thirty (30) days of the billing date, strictly net. Partial deliveries shall be treated as independent transactions. In case of payment delay or default, Seller shall be entitled to suspend further deliveries to the Buyer, even if they are not a part of the same order. Buyer may not withhold payment of any invoice or other amount due to Seller by reason of any right of set-off counterclaim which Buyer may have or allege to have or for any reason whatsoever.

7. Delivery times

Buyer's requested delivery times will be met to the best of Seller's ability. The delivery time is considered as being complied with when the goods are pick-up ready/dispatch ready ex works Seller facility (CH - Boudry/NE) and if a notice of readiness for collection has been sent to the Buyer. Should the goods not be taken in possession by Buyer within seven (7) days of Seller's notice of readiness for collection, the goods shall be deemed accepted and can be stored at the expense of the Buyer. Agreed delivery terms shall be extended when Buyer is in arrears with any agreed payment and if documents due to be provided by Buyer are not available in due time. Delivery period extensions do not entitle Buyer to reject a delivery nor to cancel the contract. If Buyer suffers damage

as a result of delay in delivery, Seller shall only be liable for such damage if the delay is due to its gross negligence.

8. Packaging

Seller shall pack the deliverables at its discretion following instructions and using due care and appropriate materials. Packaging is invoiced separately. Returnable containers which are not returned within thirty (30) days shall be invoiced at the original price. Claims due to differences between the delivery note and the delivered quantity shall be notified by writing to Seller within eight (8) days of delivery.

9. Transport

At Buyer's request and expense, Seller shall arrange suitable transport for goods delivery. At the explicit and timely request of Buyer, and at Buyer's cost, Seller shall contract any transport insurance in Buyer's name. The cost shall be invoiced separately. Seller does not bear any responsibility for the transport. Claims as a result of damage, loss or delay during transport are to be addressed to the transport company by Buyer within the prescribed period. Buyer bears the responsibility for all consequences of any omission.

10. Procurement

Seller organizes component purchase based on the order. Due to automated manufacturing processes, packaging sizes and unfavorable purchase prices for small quantities, Systems Assembling SA is, after consultation with Buyer, authorized to order larger quantities than needed. If Buyer alters the part list or discontinues the order or no longer orders from Seller, Buyer undertakes to take delivery of the surplus production material at the price Seller paid for it and to compensate Seller for all work done. Stocks which show no movement for six (6) months are to be taken back directly by Buyer at the price Seller paid for it.

11. Title & Risk

Title & risk pass to the Buyer at the point of delivery ex works Seller facility in Boudry/NE, Switzerland.

12. Force Majeure

Seller shall not be considered liable for non-performance of any contractual obligation or for any delay in performance caused by any circumstance beyond the reasonable control of Seller, including but not limited to earthquakes, fires, floods, pandemics, epidemics, invasions, insurrections, revolts, orders from the civil or military authorities, mobilization, blockages, wars (even in nations indirectly involved in the supply), strikes, lock-outs, embargos, acts of government, export licenses sovereign denial, interruption of all types of goods transport. The delivery terms are suspended throughout the period of time during which one of the causes indicated hereinabove delays execution of the contract by Seller.

13. Warranty

Claims relating to evident defects must be raised to Seller SA within eight (8) days of receipt of the goods. Other defects must be reported immediately upon discovery but no later than one (1) year after pick-up readiness / dispatch readiness. Defect reporting must be detailed and in writing. Seller's liability for defects in deliveries, including those in which warranted characteristics are lacking, is limited, at its choice, to rectification or replacement ex works of only those parts in

which the defects are demonstrably the result of circumstances prior to transfer of benefits and risks and result despite proper usage. Seller bears only the rectification or replacement costs ex works. Seller does not bear the cost of any resultant assembly or disassembly or suchlike. Buyer may demand a price reduction in the event that Seller culpably fails to fulfill its obligations within a reasonable timeframe. Further claims are excluded. Seller's warranty obligations shall only apply if the defects are demonstrably the result of material or processing faults. Buyer shall allow Seller the necessary time and opportunity to carry out the ostensibly necessary work. Furthermore, Buyer, at Seller's request, shall immediately return the defective parts and shall refrain from undertaking any changes or repairs, nor shall Buyer damage any seals. In the case of rectification work carried out at the final destination, Buyer shall make available any necessary appliances and support personnel. Seller takes no responsibility for defects of any sort which occur as a result of normal wear, faulty maintenance, inadequate storage, improper processing, operation under excessive conditions or other reasons beyond Seller control. Seller's warranty is void in the event that products are repaired by Buyer or a third party without Seller's prior written consent. Seller explicitly disclaims responsibility for repair costs in such cases, except where Seller has authorized the Buyer in writing to conduct repairs.

14. Liability

Seller is liable only for the Buyer's direct bodily injury and property damage insofar as willful misconduct or gross negligence on the part of Seller can be proven. Within the limits of the law, any further other Seller liability, in particular any noncontractual responsibility, is explicitly excluded. In particular, the Buyer is solely responsible for the use of products designed and/or manufactured by Seller as final products or as components of final products, so that Seller does not bear any liability due to any damage in relation with any such use. Furthermore, Seller takes no responsibility and cannot be held liable for defects of any sort which are due to any instruction or inaccurate information received from Buyer. In any case, Seller responsibility is limited to the price of the contract.

15. Plans & Drawings

Seller retains all intellectual property rights and ownership of plans, drawings and other sundry documents created in all

stages of the offer and the contract ("Documentation"). Buyer may not use the Documentation for reasons other than those foreseen under the contract. Buyer shall not make available the Documentation to third parties without the written agreement of Seller. In the event that an offer does not result in an order or an order is placed with a third party, the Documentation and all copies thereof are to be immediately returned to Seller without Seller being required to issue a formal notice therefor.

16. Termination

In the event that the Buyer terminates the contract for its convenience, all substantiated expenditures accrued by Seller (material purchases, internal production orders etc.) in preparation of the fulfillment of the contract shall be fully compensated by the Buyer. Seller's right to claim compensation for any other damages remains reserved.

17. Export Regulations

Exporting the goods under the contract and documents may require that export licenses are obtained, for example due to their intended purpose. Buyer shall comply with any legislation applicable to the export of products and technologies. Seller reserves the right to withdraw from offers and/or terminate any contract if Buyer does not provide the end-use declaration as required under the applicable law.

18. Personal Data

The Parties shall comply with the Swiss Federal Act on Data Protection of 25 September 2020 and its ordinances.

19. Validity

The contract remains in force in the event of invalidity of a provision of these General Terms and Conditions of sale.

20. Jurisdiction

Sole jurisdiction is Neuchatel, Switzerland. Nonetheless, Seller reserves the right to bring suit in any other legal jurisdiction of the Buyer.

21. Applicable Law

Swiss law applies to any contractual relationship of the Parties to the full exclusion of the provisions of the United Nations Convention on Contracts for the International Sale of Goods.