

General Terms of Sale and Delivery (GTSD)

1 Applicability

- 1.1 All our offers, deliveries and services are based on these GTSD.
- 1.2 Any deviating terms and conditions of purchase of the purchaser which we do not acknowledge in writing in the order confirmation shall not be binding on us, even if we do not expressly object to them. Even in the event of written acknowledgement of the purchaser's purchasing conditions, clauses which extend our warranty and liability beyond the provisions of the Swiss Code of Obligations and/or provide for liability for consequential damage caused by defects shall not be applicable.

2 Offer and conclusion of contract

- 2.1 After making initial contact, epmodex submits an offer to the client for the provision of the specific services. If the client accepts the offer within the period of validity of the offer over our online portal, by letter or e-mail, the contract is concluded.
- 2.2 In the following, services are understood to mean any type of services provided by epmodex that it provides in the course of its business activities towards to the client (e.g. consulting, product development, documentation, certification, support in the context of business modeling, product management, marketing, etc.). For the purpose of an orderly and risk-minimized provision of services, the parties shall regulate the joint tasks, competencies and responsibilities in the contract or in a separate project organization. The same applies to the schedule.
- 2.3 Our offers are always subject to change. We expressly reserve the right to adjust prices following unforeseeable changes in the exchange rate between Swiss francs and foreign currencies. The contract is only binding upon receipt of our written order confirmation by the purchaser.

3 Instructions and the customer's duty to cooperate

- 3.1 epmodex shall not be responsible for the late or incorrect performance of the contract if the delay or incorrect performance is due to the fact that the client did not fulfill his obligations to cooperate (in particular not in due time). All scheduling and financial consequences of non-fulfillment or poor fulfillment of the duty to cooperate shall be borne by the customer
- 3.2 The client supports epmodex in the provision of its services effectively through timely and clear instructions, providing the necessary required information in the agreed format, ensuring permanent access to all components required to fulfil the contractual obligations and providing a sufficient number of suitable employees. Further obligations to cooperate are regulated in the specific contract. All costs arising from the fulfillment of the customer's obligation to cooperate obligations shall be borne by the customer. If the client's instructions contain inappropriate directives or if instructions are missing that make the fulfillment of the project impossible or considerably more difficult, epmodex shall inform the client immediately.
- 3.3 In the event of late or incorrect fulfillment of the obligations to cooperate, epmodex may set the client a reasonable grace period. After the unused expiry of this period epmodex shall be entitled to withdraw from the contract without consequences of damages. All services already provided by epmodex shall be remunerated by the client. epmodex reserves the right to claim further damages, see also clause 7.

4 Dates

- 4.1 All dates specified in the contract are approximate, unless they are expressly designated as fixed dates. The parties shall do their utmost to meet them (best effort). If the customer does not fulfill its obligations to cooperate in accordance with clause 3 the specified dates shall be postponed by the corresponding time. In case of fixed deadlines and if epmodex is in default with its services, the client shall set epmodex a reasonable grace period.

5 Remuneration

- 5.1 If the remuneration owed by the customer is not specified in the contract or the service description, the work shall be invoiced based on efforts and material basis and not as a lump sum. epmodex is entitled to demand an advance payment, thereafter periodic invoicing according to expenditure until the planned completion of the service.
- 5.2 Payments must be made within the payment deadline stated on the invoice.

6 Terms of payment and offsetting

- 6.1 If the customer does not meet the agreed payment deadline, we are entitled to charge interest on arrears of 5% with the first reminder. We reserve the right to assert further damages caused by default.
- 6.2 If the customer is in default with his payment obligation, we are also entitled to waive subsequent performance and to claim damages for non-performance or to withdraw from the contract and to claim damages for loss of the contract.
- 6.3 The offsetting of claims against our claims for payment is excluded unless the claims of the customer are recognised in writing or have been legally established.
- 6.4 If an hourly quota (hourly pool) is agreed upon with the customer, the following shall apply: epmodex shall submit an invoice for the agreed upon hourly quota in advance for the defined hourly quota period. The customer is entitled to call for services from epmodex during this period as long as the volume of the framework agreement has not been used up. If the volume is used up before the end of the agreed time period, the customer may increase the hourly quota under the same conditions. The additional hours agreed upon will be billed immediately and will be valid until the end of the hourly quota period. Unused hours expire at the end of the hourly quota period. There will be no refund of hours already paid. epmodex agrees to maintain resources for the customer during the hourly quota period accordingly.

7 Cancellation of order

- 7.1 If customer's order is cancelled for any reason customer will pay epmodex for reasonable costs and expenses (including engineering expenses and all commitments to epmodex's suppliers and subcontractors) incurred prior to epmodex receiving notice of cancellation, plus epmodex's usual rate of profit for similar work. The minimum cancellation charge is 20% of the price. For good cause (breach of key contractual obligations), the contract may be terminated by the other party with immediate effect.

8 Risk assumption

- 8.1 The shipment of products and services by epmodex from Dübendorf is at the expense and risk of the client.
- 8.2 In the event of delays in dispatch for which we are not responsible, the risk shall in any case pass to the customer when the goods are ready for dispatch.

9 Tools and molds

- 9.1 Tools and molds, including accessories not made available to us by the customer, shall remain our property unless expressly agreed otherwise, even if the customer has paid for their manufacture in whole or in part. In this case, however, we undertake not to use tools and molds for third parties without the consent of the customer.

10 Warranty and liability

- 10.1 In general, the services provided by epmodex are subject to contract law. After completion of the collaboration, the service is handed over to the client (e.g. by means of written confirmation by e-mail).
- 10.2 epmodex performs all services by qualified personnel with due care and to the best of their knowledge and conscience. epmodex is liable within its scope of services only for intent- and gross negligence. For all direct and indirect damage (personal injury, property damage and financial losses) suffered by the client in connection with the contractual relationship with epmodex and its fulfillment contractual and non-contractual claims shall be excluded unless the damage was caused by gross negligence or willful misconduct. This exclusion of liability also includes the principal's liability pursuant to Art. 55 CO and the liability of auxiliary persons pursuant to Art. 101 CO.

- 10.3 Defects in the delivered goods must be reported in writing without delay, in any case within 5 (five) working days of delivery or - in the case of hidden defects which cannot be detected even by thorough inspection - immediately after their discovery. For the time being the right to demand that epmodex rectify the defect, provided that the latter does not cause excessive costs. If epmodex is not able to fulfill its obligations within a period of 90 (ninety) days (unless otherwise agreed) after receipt of the notice of defects, the client shall be entitled to a reduction in the amount to the extent of the reduced value proven by him.
- 10.4 We exclusively guarantee the ordered material quality and the processing in accordance with the drawing. Further properties are only considered warranted if we have expressly designated them as warranted. We do not guarantee the suitability of the delivered parts for the purposes intended by the customer. The approval of reference samples by the customer excludes a later notification of defects, provided that the delivered parts correspond to the approved sample.
- 10.5 If the notice of defects proves to be justified, we shall, at our discretion, either replace the defective parts free of charge, repair them in our factory or refund the reduced value to the customer. Further claims of the purchaser do not exist, i.e. particular our liability for damages not inherent in the delivered part (consequential damages) is excluded.
- 10.6 All warranty claims of the purchaser shall become statute-barred after one year from delivery. The warranty expires prematurely if the purchaser or third parties carry out unauthorized modifications or repairs. For parts replaced or repaired by us, the warranty period shall start new from delivery.

11 Further liability

- 11.1 If a customer requests services or developments that go beyond the application of the recognized rules of technology, the customer declares that epmodex is not liable for damages caused by these effects and that he indemnifies epmodex. If the client has made changes to the work results without epmodex's consent or if the client uses the work results for purposes other than those agreed, any liability is excluded. The client undertakes to indemnify and hold epmodex harmless in the event of claims for damages which are attributable to such modifications/repairs or to the client's use of the work results for purposes other than those agreed. In addition, the client undertakes to indemnify epmodex for damages arising from product liability if the damages are not based exclusively on gross negligence or intent on the part of epmodex. For products purchased by epmodex that subsequently prove to be defective epmodex assumes no liability.
- 11.2 All rights and claims of the customer not expressly recognized in these GTSD are excluded to the extent permitted by law.

12 Industrial property rights

- 12.1 If we have to deliver according to drawings, samples or models provided by the customer, the customer shall guarantee that no industrial property rights of third parties are infringed by the manufacture and delivery of the goods. The customer shall indemnify us and hold us harmless in the event that such claims are asserted against us.

13 Involvement of third parties

- 13.1 epmodex may involve third parties in the performance of the contract. The liability for auxiliary persons in this respect is governed by clause 10.

14 References for advertising purposes

- 14.1 epmodex is, in the absence of any provision to the contrary in the individual case entitled to indicate for advertising purposes in any medium that it has provided services for the customer. Obligations of confidentiality remain reserved. We are not obliged to name the customer.

15 Advertising rights and fairness

- 15.1 The customer shall bear sole responsibility for compliance with the statutory provisions and principles of fairness in advertising in terms of content (Internet presence, advertisements and advertising of the customer). In particular, the customer guarantees the legality (copyrights, licenses, penal provisions) of the data and content supplied by him for the performance of the order.
- 15.2 epmodex is also entitled at any time to stop the use of any material and/or data that may have been obtained unlawfully as well as material and data with potentially unlawful content without compensation.

16 Intellectual property rights

- 16.1 epmodex reserves the right of ownership for all services (including ballpark offers, strategies, concepts, calculations, etc.) its property rights and copyrights (including related property rights). A transfer of intellectual property rights shall not be transferred in the absence of an agreement to the contrary in individual cases.
- 16.2 Upon full payment of the fees and costs, the customer acquires the non-exclusive, non-assignable and non-sublicensable right to use the contractual documents in accordance with the contract. All original documents provided by the customer remain the property of the customer.
- 16.3 The rights to use templates, development environments and other tools by the parties for the provision of services shall remain with the respective party that developed them. The other party shall have a right of use as far as this is necessary for the fulfillment of the contract. Furthermore, clause 10 shall apply.

17 Confidentiality

- 17.1 A separate non-disclosure agreement (NDA), which stipulates the confidentiality obligation and regulates the handling of confidential information is an integral part of the contract. The confidentiality obligation applies beyond the termination of the termination of this contract.

18 Enticement

- 18.1 The enticement or utilization of services in any form from persons of the other party involved in the provision of services requires mutual written consent. This restriction shall apply during the term of the contract and for one year after termination of the contract.

19 Severability clause

- 19.1 Should individual provisions of these GTSD be or become void, the remaining provisions shall remain effective.

20 Applicable law and place of jurisdiction

- 20.1 Swiss substantive law shall apply. The application of the Vienna Convention on Contracts for the International Sale of Goods is excluded.
- 20.2 Exclusive place of jurisdiction is the headquarter of epmodex AG in Duebendorf/ Switzerland.