

Schedule B

Terms and Conditions of Sale

These Terms and Conditions of Sale (**Terms of Sale**) form a legal agreement between KOMP-ACT SA (CHE-257.238.741), Chemin de la Raye 13, CH-1024 Ecublens (VD), Switzerland (the **Supplier**) and any individual or legal entity ordering any of Supplier's product (the **Customer**, collectively with the Supplier, the **Parties**).

1. General

- 1.1. Any offer made by the Supplier is non-binding. To request products from the Supplier, the Customer must fill in an order form, which the Supplier is under no obligation to accept. An order form shall only be binding on both Parties – and a contract shall be formed between the Parties subject to these Terms of sale – upon Supplier's written acknowledgement delivered to Customer stating its acceptance of the order (the **Purchase Confirmation**).
- 1.2. Unless otherwise expressly provided in writing, any terms or conditions, stipulated by the Customer or otherwise, which derogate from or are not included in these Terms of Sale shall not be binding to the Parties.
- 1.3. All agreements and legally relevant declarations of the Parties must be in writing in order to be valid. Declarations in text form which are transmitted by or recorded on electronic media will be equated with written declarations when specifically so agreed by the Parties.
- 1.4. The Supplier reserves the right to change these Terms of Sale from time to time. Changes to these Terms of Sales will be published from time to time on the Supplier's website and shall become immediately effective for any new order placed by the Customer.
- 1.5. The Customer shall provide any information and documents required for export, transport and import purposes.

2. Products; Technical documents

- 2.1. Unless otherwise agreed upon, brochures and catalogues (including any online brochures and catalogues) are not binding. Data provided for in technical documents are only binding in so far as having been expressly stipulated as such.
- 2.2. Each Party retains all rights to technical documents provided to the other. Particularly, and without limitation, the Supplier herewith reserves any industrial property rights and/or copyrights and rights of use pertaining to its cost estimates, drawings and any other technical documents provided to the Customer. The Party receiving such documents recognises these rights and shall — without previous written consent of the other Party — not make these documents available to any third party, either in whole or in part, nor use them for purposes other than those for which they were handed over.

2.3. The Supplier may make changes to the specifications of its products, provided the changes do not adversely affect their quality. The Supplier shall give notice of any changes to product specifications to the Customer as soon as reasonably practicable.

2.4. The Customer has the non-exclusive right to use standard software and firmware, provided that it remains unchanged, is used within the technical performance parameters described by applicable documents.

3. Prices

- 3.1. Unless otherwise agreed upon, all prices shall be deemed to be net ex works excluding Swiss or foreign VAT (or similar consumption taxes), any applicable regional or local taxes, or any applicable foreign taxes, which will be the sole responsibility of the Customer. Unless the Customer is exempt therefrom and the Supplier has received proper documentation therefor, such taxes may be added to the price of the product or billed separately to the Customer, especially where the Supplier has the legal obligation to collect the taxes. Prices also exclude packing.
- 3.2. An appropriate price adjustment shall apply in case the delivery time has been subsequently extended due to any reason stated in Clause 10, or any documents furnished by the customer were not in conformity with the actual circumstances, or were incomplete.

4. Terms of payment

- 4.1. Unless otherwise agreed upon, the price shall be paid within one month after Supplier's advice that the products are ready for dispatch. The Supplier shall remain free, at its sole discretion, to request advance payments for a first purchase order made by a new Customer and/or in case of past late payments by any given Customer.
- 4.2. Where any amount payable by the Customer to the Supplier hereunder remains unpaid after the date on which it became due, then, without prejudice to any other rights or remedies which the Supplier may have, the Customer shall automatically pay to the Supplier interest (which shall accrue daily) at the rate of 0,5 % per month but in no case more than 5% calculated from the date on which that amount became due until payment in full thereof.
- 4.3. The Customer may not withhold payment of any amount due to the Supplier. The Customer expressly waives in advance its right of set-off.

5. Reservation of title

- 5.1. Supplier shall remain the owner of all products until having received the full payments in accordance with the contract.
- 5.2. Upon entering into the contract the Customer authorises the Supplier to enter or notify the reservation of title in the required form in public registers, books or similar records, all in accordance with relevant national laws, and to fulfil all corresponding formalities, at customer's cost.
- 5.3. During the period of the reservation of title, the Customer shall, at its own cost, maintain the products and insure them for the benefit of the Supplier against theft, breakdown, fire, water and other risks. It shall further take all measures to ensure that Supplier's title is in no way prejudiced.
- 5.4. For the duration of the retention of title, the Customer may not pledge the retained products or use them as security, and resale shall be possible only in the ordinary course of business and only on condition that the Customer received payment from its end-user customer dependent upon the Customer fulfilling its obligations to effect payment.
- 5.5. Should the Customer resell the retained products, it assigns to the Supplier, already today, all claims it will have against its end-user customers out of the resale, including any collateral rights and all balance claims, as security, without any subsequent declaration to this effect being necessary. If the retained products are sold on together with other items and no individual price has been agreed with respect to the retained products, Customer shall assign to the Supplier such fraction of the total price claim as is attributable to the price of the retained products invoiced by Supplier.
- 5.6. Already today, Supplier and Customer agree that if retained products are combined or amalgamated with other items that are not the property of Supplier, Supplier will acquire co-ownership in view of the new item in proportion of the value of the retained products combined or amalgamated to the other items at the time of combination or amalgamation. In this respect, the new items are considered as retained products.
- 5.7. Where the Customer fails to fulfil its duties, fails to make payment due, or otherwise violates its obligations the Supplier shall be entitled to rescind the contract and take back the retained products in case of continued failure following expiry of a reasonable remedy period set by Supplier; the statutory period provisions providing that a remedy period is not needed shall be unaffected. The Customer shall be obliged to return the retained products. If the Supplier takes back the retained goods and/or exercises the retention of title, or has the retained products seized, shall not be construed to constitute a rescission of the

contract, unless the Supplier so expressly declares.

6. Delivery time

- 6.1. The delivery time shall start as soon as the contract is entered into, all official formalities have been completed, advance payments (if any) due with the order have been made, any agreed securities given and the main technical points settled. The delivery time shall be deemed to be observed if by that time the Supplier has sent a notice to the Customer informing that the products are ready for dispatch.
- 6.2. Partial deliveries are allowed, unless they are unreasonable to accept for the Customer.
- 6.3. The delivery time is reasonably extended:
 - a) if the information required by the Supplier for performance of the contract is not received in time, or if the Customer subsequently changes it thereby causing a delay in the delivery of the products or services;
 - b) if an event of force majeure pursuant to Clause 10 occurs.
 - c) if the Customer or a third party is behind schedule with work it has to execute, or with the performance of its contractual obligations, in particular if the Customer fails to observe the terms of payment.
- 6.4. The Customer shall be entitled to claim liquidated damages for delayed delivery in so far as it can be proved that the delay has been caused through the fault of the Supplier and that the Customer has suffered a loss as a result of such delay. If substitute material can be supplied to accommodate the Customer, the latter is not entitled to any damages for delay.
- 6.5. Damages for delayed delivery shall not exceed ½ per cent for every full week's delay and shall in no case whatsoever altogether exceed 5 per cent of the contract price of the part of the products in delay. No damages at all shall be due for the first two weeks of delay.
- 6.6. After reaching the maximum liquidated damages for delayed delivery, the Customer shall grant Supplier a reasonable extension of time in writing. If such extension is not observed for reasons within Supplier's control, the Customer shall have the right to reject the delayed part of the products or services. If a partial acceptance is economically not justified on the part of the Customer, the latter shall be entitled to terminate the contract and to claim refund of the money already paid against return of the deliveries supplied.
- 6.7. Any delay of the products or services does not entitle the Customer to any rights and claims other than those expressly stipulated in this Clause 6. This limitation does, however, not apply to unlawful intent or gross negligence on the part of Supplier, but does apply to unlawful intent or gross

negligence of persons employed or appointed by Supplier to perform any of its obligations.

- 6.8. If dispatch or delivery due to Customer's request, is delayed by more than one month after notification of the readiness for dispatch was given, the Customer may be charged, for every additional month commenced, storage costs of 0,5% of the price of the products, but in no case more than a total of 5%. The parties to the contract may prove that higher or, as the case may be, lower storage costs have been incurred.

7. Deliveries; Passing of benefit and risk

- 7.1. Deliveries of the ordered products are made "EXW" (Incoterms 2000) works of the Supplier in Switzerland unless otherwise expressly agreed upon in writing by the Parties. All packaging and shipping expenses, in particular charges for postage, carriage, customs duties and similar or related taxes, insurance, transit, as well as all expenses resulting from the import of products, and settlement costs, shall be borne by the Customer. The Supplier shall charge the Customer for all expenses relevant to each delivery. The delivery is effected upon instructions and at the Customer's risk. Risk of loss with respect to products shall pass from Supplier to Distributor upon leaving the works.
- 7.2. Notwithstanding Clause 7.1, if dispatch is delayed at the request of the Customer or due to reasons beyond the Supplier's control, the risk of the products shall pass to the Customer at the time originally foreseen for their leaving the works. From this moment on, the products shall be stored and insured on the account and at the risk of the Customer.
- 7.3. The Customer shall provide any information and documents required for export, transport and import purposes.
- 7.4.
- 7.5. Even where delivery has been agreed freight free, the risk shall pass to the Customer as specified above

8. Inspection and taking-over of the products and services

- 8.1. The Customer shall not refuse to receive products due to minor defects (example not limited to slightly different colour of the parts, minor cuts, scrapes and abrasions due to handling and storage)
- 8.2. The Customer shall immediately inspect the products upon receipt and shall notify Supplier in writing of any deficiencies within 10 days of receipt of the shipment. In the event of hidden defects, the period to notify the Supplier of the defect is of 14 days starting from the discovery of the defect. In any event, the Customer shall notify the Supplier of the defect (hidden or not) within 12 months of receipt of the shipment and provide evidence satisfactory to the Supplier of such defect. If the

Customer fails in doing so, the products shall be deemed to have been accepted as such.

- 8.3. Notification of defect by the Customer shall be given in written form.
- 8.4. Unjustified notifications of defect shall entitle the Supplier to demand reimbursement of its expenses by the Customer.
- 8.5. Having been notified of the deficiencies according to Clause 8.2, the Supplier shall as soon as reasonably possible remedy them, and the Customer shall give the Supplier the possibility of doing so.
- 8.6. The carrying out of, taking over as well as laying down the conditions of any such remedy needs a special agreement.
- 8.7. Deficiencies of any kind in products or services shall not entitle the Customer to any rights and claims other than those expressly stipulated in Clauses 8 and 9 (guarantee, liability for defects).

9. Guarantee, liability for defects

Warranty for defects. The Supplier warrants to the Customer that the products manufactured by the Supplier that are sold to the Customer will be free from defects in material and workmanship as may be required for normal use for a warranty period of 12 months.

- 9.1. The warranty period starts when the products leave the works or at the time originally foreseen for their leaving the works if dispatch is delayed due to reasons beyond the Supplier's control. Any oral or written statement concerning the products inconsistent with the limited warranty set forth herein will be of no force or effect. The Supplier's sole liability under the warranty will be, at the Supplier's option, to either (i) replace the defective product(s), repair or (ii) refund or credit the purchase price to the Customer. This will be the Customer's exclusive remedy for a covered defect. Replaced products or parts shall become the Supplier's property if he does not renounce explicitly.
- 9.2. The Supplier may choose, at its sole discretion, to credit or reimburse the defective products, instead of repairing or replacing the same.
- 9.3. The Customer shall have no claim with the respect to expenses incurred in the course of supplementary performance, to the extent that expenses are increased because the replacement products (if any) are upon request of the Customer to be delivered to another location than the initial place of delivery.
- 9.4. The Customer shall have no claims for damages based on defects. This shall not apply to the extent that a defect has been fraudulently concealed and/or intentionally or grossly breach on the part of the Supplier. The above provisions do not comply a change in the burden of proof to the detriment of the Customer. Any other additional

claims of the Customer exceeding the claims provided for in this Article, based on defects are excluded.

- 9.5. **Limited warranty.** The warranty, provided under Clause 0 above, does not cover and the Supplier will have no warranty obligation whatsoever with respect to any damage to a product caused by or associated with: (i) usage not in accordance with product instructions, for a purpose not indicated on the instructions for use or labelling; (ii) abuse, misuse, neglect, improper installation, maintenance or storage, accident, vandalism, or the negligence of any party other than the Supplier; (iii) external causes, including natural disasters, acts of God, power failure, cosmetic damage or melting; (iv) use of unauthorised third party consumables and accessories with the product; or (v) modifications or alterations to a product not expressly authorised in writing by the Supplier. The Supplier's obligations under its limited warranty are also contingent on the Customer's payment in full of the Product purchase price. THE SUPPLIER EXPRESSLY
- 9.6. There shall be no claims based on defects in cases insignificant deviations from the agreed quality of only minor impairment of usability, of natural wear and tear or damage arising after the passing of risk from faulty or negligent handling, excessive strain, unsuitable equipment or claims based on particular external influence not assumed under the contract or from non-reproducible software error. Claims based on defects attributable to improper modifications, installation, removal, or repair work carried out by the Customer or third parties and the consequence thereof are likewise excluded
- 9.7. DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS WARRANTIES ARISING FROM COURSE OF DEALING AND USAGE OF TRADE, AND THE SUPPLIER DOES NOT REPRESENT OR WARRANT THAT ANY PRODUCT WILL MEET THE CUSTOMER'S REQUIREMENTS.

10. Industrial property rights and copyrights; defects in title

Unless otherwise agreed, the Supplier shall provide the Customer in the place of delivery only, without infringing any third-party industrial property rights and copyrights (IPR). If a third party asserts a justified claim against the Supplier based on an infringement of IPR by the products made by the Supplier and used in conformity with these Terms of Sale, the Supplier shall be liable to the Customer within the time period stipulated in Section 9, first paragraph, as follows:

- a. The Supplier shall choose whether to acquire, at its own expenses, the right to

use the IPR with respect to the products concerned or whether to modify the products such that they no longer infringe the IPR or replace them. If this would be impossible for the Supplier under reasonable conditions, the Customer may rescind the contract or reduce the remuneration.

- b. The above obligations of Supplier shall apply only if the Customer (i) immediately notifies the Supplier of any such claim asserted by the third party in written form, (ii) does not concede the existence of an infringement and (iii) leaves any protective measures and settlement negotiations to the Supplier's discretion.
- c. Claims of the Customer shall be excluded if it is responsible for the infringement of an IPR. Claims of the Customer shall also be excluded if the infringement of the IPR is caused by specifications made by the Customer, by a type of use not foreseeable by the Supplier or by the products being modified by the Customer or being used together with products not provided by the Supplier.
- d. **The Customer shall not be entitled to any other remedy or claims whatsoever against the Supplier in such case of defect of title.**

11. Force Majeure

- 11.1. Neither party assumes liability or will be liable to the other party for any failure or any delay in fulfilling its obligations hereunder (except for payment obligations) if it is caused, in whole or in part, directly or indirectly, fires, natural disasters, strikes, pandemics, shortages of raw materials, products or components, retooling, upgrading of technology, delays of carriers, embargoes, government orders or directives, terrorist activities, attack on Supplier's IT system, or any other circumstances beyond the reasonable control of such party. The Supplier may at its option suspend deliveries while such event or circumstance continues and/or terminate the contract with immediate effect by written notice to Customer.

12. Jurisdiction and applicable law

- 12.1. **Governing Law.** These Terms of Sale shall be governed by and construed in accordance with Swiss substantive law, without reference to its conflict of laws provisions, and to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
- 12.2. **Arbitration.** Any dispute, controversy or claim arising out of, or in relation to, the Agreement, including the validity, invalidity, breach, or termination thereof, shall be resolved by arbitration

in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers' Arbitration Institution in force on the date on which the Notice of Arbitration is submitted in accordance with these Rules. The number of arbitrators shall be one. The seat of the arbitration shall be Geneva. The arbitral proceedings shall be conducted in English

- 12.3. Notwithstanding Clause 12.2 hereinabove, The Supplier shall have the right at its sole discretion to bring action (including for interim relief) against the Customer before the courts at the Customer's registered address.

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Unless otherwise provided in this document the Customer has no claim for damages based on whatever legal reason, including infringement of duties arising in connection with the contract or tort

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