

Terms & Conditions

Scope of Validity

The following Standard Terms and Conditions of Contract and Supply are binding for all contracts and supplies between Polytronic International AG and the Purchaser and form an integral part of this legal relationship.

Any variation to these Standard Terms and Conditions of purchase and supply shall be inapplicable unless expressly agreed in writing by Polytronic International AG. Even where such variations are stated in the Purchaser's Purchase Order, unless they are explicitly agreed to by Polytronic International AG, they are not binding to Polytronic International AG and do not become part of the Contract.

By accepting the Offer, the Purchaser acknowledges that it has entered into and shall be bound by the Contract. On acceptance the Contract constitutes and embodies the entire understanding and agreement between the Parties and shall be varied only in writing executed by both Parties.

Contractual variations from the General Standard Terms and Conditions must be in writing and bear the legally binding countersignature of one director of Polytronic International AG's Board of Directors in order to become valid.

If there is any ambiguity or inconsistency between this document and the Contract, the terms in the Contract take precedence.

A Contract only becomes valid after the Purchaser is in receipt of Polytronic International AG's written Order Confirmation. Offers without a validity date are not binding. Expired offers are not binding.

Scope of Supplies and Services

The Scope of Supplies and Services are as specified in the Offer, Order Confirmation and/or Contract and in the appendices thereto. Polytronic International AG is entitled to make any changes which lead to improvements provided such changes do not result in a price increase.

If not otherwise stipulated in the Contract, the packing material is the Purchaser's property. The Purchaser is responsible for its correct disposal in accordance with any local laws regarding the disposal of waste materials.

Prices

All Prices are according to the Offer, Order Confirmation and/or Contract.

An appropriate price adjustment shall apply in case:

- the delivery time has been subsequently extended for any reason stated as beyond the control of Polytronic International AG; or
- unforeseen price increase by Polytronic International AG's supplier; or
- the nature or the scope of the agreed supply or services has changed; or
- the materials or the services to be supplied have undergone changes due to documents

furnished by the Purchaser being incomplete or not in conformity with the actual circumstances.

Terms of Payment

The Purchaser shall pay Polytronic International AG the price stated in the Offer, Order Confirmation and/or Contract without any deductions.

If the Purchaser fails to comply with the Terms and Conditions contained in the Contract, Offer and/or Order Confirmation in part or as a whole, Polytronic International AG reserves the right to delay or stop manufacturing and/or delivery, or to terminate the contract. Any costs reasonably incurred to Polytronic International AG by the deferment of manufacture or delivery will be charged to the Purchaser.

In the event of late payment, Polytronic International AG shall be entitled to charge interest without sending a reminder. For overdue invoices from the date payment becomes due until the date of payment at a monthly rate of 5% p.a. on the overdue amount according to the Federal Act of the Swiss Civil Code, Part Five; The Code of Obligations, Article 104. The right to claim further damages is reserved.

Title in Goods, Risk of Goods, and Delivery

Title in the Goods shall not pass to the Purchaser until Polytronic International AG has been paid in full for the Goods in accordance with the Terms and Conditions of Payment agreed in the Order Confirmation and/or Contract between the parties.

Risk of the Goods passes to the Purchaser according to the Incoterms 2020 as agreed by both parties and stated in the Offer, Order Confirmation and/or Contract.

The Purchaser shall not be entitled to reject any delivery or any partial delivery of any Goods unless Polytronic International AG has failed substantially to meet all of its obligations in respect of the relevant delivery or relevant partial delivery of the Goods.

Inspection and Acceptance of Goods and Services

Polytronic International AG shall inspect the Goods and examine the performance of the Services before dispatch according to standard practice as agreed in the Offer, Order Confirmation and/or Contract. If the Purchaser requires additional testing to be carried out, this has to be agreed upon in writing and paid for by the Purchaser.

The Purchaser shall inspect the Goods and examine the performance of the Services latest within 30 days of receipt thereof and notify Polytronic International AG immediately in writing of any defects or deficiencies. If the Purchaser fails in notifying Polytronic International AG in writing within this time period, the Goods and Services shall be deemed to have been accepted and taken over.

In the case of minor defects or deficiencies which do not substantially hinder an efficient function of the

equipment, the Purchaser shall not be entitled to refuse the acceptance of the Goods or Services. Polytronic International AG will remedy the defect or deficiency without delay.

In the case of a major deviation from the Contract or a serious deficiency the Purchaser shall give Polytronic International AG the opportunity to remedy the defect within a reasonable period of time. After remedy of any such deviations or deficiencies, and only upon request by the Purchaser, an acceptance test shall be performed. The acceptance test shall be restricted to the item and/or service not previously accepted.

If, however, any deviations and deficiencies appearing during such test are of such an extent that they cannot be remedied within a reasonable timeframe, and provided the Goods and Services cannot be used for their intended purpose, or such use is considerably impaired, then the Purchaser shall be entitled to refuse acceptance of the defective part only and withhold payment for the respective part only.

The Goods and Services shall also be accepted and regarded as completed.

- if the Acceptance Test cannot be carried out on the date provided due to reasons beyond Polytronic International AG's control;
- if the Purchaser refuses acceptance without being entitled to do so;
- as soon as the Purchaser uses the Goods or Services.
- Goods or Services are delivered as contractually agreed but due to reasons beyond Polytronic International AG's control, Polytronic International AG is unable to install the Equipment.

Warranty and Liability

The warranty period is 24 months from date of Acceptance or 26 months from date of shipment, whichever period expires earlier.

The Warranty expires prematurely if the Purchaser or a Third Party undertakes inappropriate modifications or repairs to the Goods or Services supplied under the Terms of the Contract, or if the Purchaser in the case of a defect or deficiency does not immediately take all appropriate steps to mitigate the damage and give the Polytronic International AG the opportunity of remedying the defect or deficiency.

The Warranty does not cover damage to the Goods caused by improper handling, maintenance and/or storage, wear and tear, or due to the use other than for the purpose intended. Consumable Items are not covered by the Warranty.

Polytronic International AG, shall, at its own discretion, rectify or replace all defects of the Goods provided that all defects are reported by the Purchaser to Polytronic International AG as stated in clause 6.2 and/or within the warranty period.

The cost of returning Goods to Polytronic International AG shall be borne by the Purchaser. Polytronic International AG will return the repaired Goods free of

charge using the most cost-effective method of shipment.

If the Goods returned to Polytronic International AG are found to be in working order the Purchaser may be liable to an administration fee, upon receipt of which the Goods will be released. In this case, costs of shipment to and from Polytronic International AG are to be paid for by the Purchaser.

Out of warranty Goods will be repaired against invoice. In this case the costs of shipment to and from Polytronic International AG will be paid for by the Purchaser.

If Polytronic International AG establishes on inspection that the defect is the result of incorrect use of the Equipment by the Purchaser or due to a modification or repair carried out by the Purchaser, the Warranty will not apply to any remedial work required. The cost of remedial work will be borne by the Purchaser.

Exclusion of further Liability of Polytronic International AG

All cases of breach of Contract and the relevant consequences as well as all Rights and Claims on the part of the Purchaser, irrespective on what grounds they are based, are covered by these Standard Terms and Conditions. In particular any claims not expressly mentioned for damages, reduction in price, termination of, or withdrawal from, the Contract are excluded. In no case shall the Purchaser be entitled to claim damages other than compensation for costs of repair. This in particular refers, but shall not be limited, to loss of production, loss of use, loss of order, loss of profit and any other direct or indirect or consequential damages. This Exclusion of Liability, however, does not apply to unlawful intent or gross negligence on the part of Polytronic International AG, but does apply to unlawful intent or gross negligence of persons employed or appointed by Polytronic International AG to perform any of its obligations.

Guarantees and Liability for the supply of Goods and/or Services provided by any subcontractor of Polytronic International AG are only accepted to the extent of the subcontractors guarantee and liability obligations.

Limitation of Liability

Polytronic International AG is not responsible for any health or safety issues resulting from the improper use of Polytronic International AG's Equipment once it has been received by the Purchaser. Polytronic International AG is not liable for any harm incurred.

No liability of any kind will be accepted or incurred by Polytronic International AG if the Goods or Services supplied are modified, improperly operated, modified for another purpose, incorrectly repaired or maintained by the Purchaser, or causes injury or damage once the Goods or Services are accepted by the Purchaser.

Reservation Clause

Polytronic International AG's obligations, as stipulated under the Terms and Conditions of the Contract or as stated in the Offer and/or Confirmation Order between

the Parties, are subject to the provision that the fulfilment of those Terms and Conditions, do not contravene any national or international laws and regulations, embargos or sanctions in respect of foreign trade and customs.

The Purchaser shall not be entitled to hold Polytronic International AG liable for any Loss or Damage arising out of Polytronic International AG being prevented from fulfilling its obligations under the Contract as per Clause 10.1. above.

Technical Documents

Specifications, diagrams, drawings and, in particular, technical data shown in brochures and catalogues, are of indicative nature only. Only those Polytronic International AG specifications set out in the Offer, Order Confirmation and/or in the Contract are binding.

Each Party to the Contract retains all rights to technical documents provided to the other. 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 provided.

Intellectual Property Rights

Intellectual Property Rights (IP) means all patents, copyright, and all rights in relation to inventions, registered and unregistered trademarks (including service marks), registered and unregistered designs, circuit layouts, designs, drawings, know-how, other proprietary information and data, any other rights resulting from intellectual activity in industrial, scientific fields, and all other forms of intellectual property wherever in the world.

The Intellectual Property rights held by Polytronic International AG relating to the Goods offered or supplied by Polytronic International AG shall remain the sole and exclusive property of Polytronic International AG. The Purchaser shall not reproduce or disclose any of the IP which may have been transferred to it during the execution of the Contract without the prior written consent of Polytronic International AG. The Purchaser will not, without Polytronic International AG's prior written consent, copy or allow others to copy any drawings of the Goods or parts thereof supplied by Polytronic International AG.

Polytronic International AG grants the Purchaser a non-exclusive, non-transferable licence to use any IP, whether software or documentation or otherwise, supplied in conjunction with the Goods, only on the designated hardware of the Goods.

This license does not include the right to repair, maintain, reproduce, modify, adapt, integrate, or develop any of the IP for which the license is granted.

The Purchaser warrants that any designs or instructions furnished or given by the Purchaser shall not be such as to cause Polytronic International AG to infringe any Intellectual Property rights in the execution of the Contract and shall indemnify Polytronic

International AG against all losses, damages or costs arising in connection with any such infringement.

Software

Polytronic International AG grants the Purchaser a non-exclusive, non-transferable licence to use the Software and related Software documentation supplied in conjunction with the Goods.

Except as stated above, the Purchaser is not granted any other right with regard to the Software and the Software documentation. Without limiting the foregoing, the license in particular does not include the right to modify, create derivative works, disassemble, reverse engineer, de-compile or otherwise use the Software and/or Software documentation.

All copyright and other proprietary notices and legends placed in the Software supplied by Polytronic International AG must not be erased by the Purchaser.

Force Majeure

Polytronic International AG shall not be liable for any delays, or any damages arising from a delay of any sort, or its inability to perform any of its duties or obligations directly or indirectly resulting from, or due to, or as a consequence of acts of God; strikes, or any other labour disturbances or disputes; factory shutdowns; prolonged failure of any energy or fuel supply; accidents; or any cause of delay whatsoever whether or not of a kind previously specified in this clause or of a different kind reasonably to be considered beyond the control of Polytronic International AG.

Jurisdiction and applicable Law

All disputes, differences and controversies arising under, or in connection with, this Contract shall be settled by binding arbitration according to the provisions of Swiss law. In the event that such binding arbitration becomes necessary, both Parties agree to hold the arbitration in 5630 Muri, Switzerland. Each Party agrees to bear its own costs incurred in connection with any dispute which may arise and is under the scope of this Contract, unless otherwise mutually agreed by the Parties.

Exclusion of Vienna Convention

The Parties hereby agree to the application of the United Nations Convention on Contracts for the International Sales of Goods except for those clauses expressly stated in these General Terms and Conditions.

Changes

These Standard Terms and Conditions are subject to changes without prior notice.