

General Terms and Conditions of Business and Delivery

MEGA GOSSAU AG, 9200 Gossau, Switzerland.

1. GENERAL

1.1. These General Terms and Conditions (hereinafter referred to as 'GTC') are applicable to all supplies and services executed by MEGA GOSSAU AG (hereinafter referred to as 'MEGA'). Any conditions stipulated by the customer that contradict these GTC shall be valid only if expressly acknowledged by MEGA in writing. Offers from MEGA that do not stipulate an acceptance period shall not be binding.

1.2. In the case of training, service and support contracts (consultation, planning, installation, commissioning, user training, maintenance and intervention, etc.), the contractual terms agreed in each case shall take precedence; these GTC shall be supplemental.

1.3. All agreements and legally relevant declarations of the parties to the contract must be in writing in order to be valid. Explicitly confirmed emails shall be deemed equivalent to writing. Verbal agreements apply only if they have been confirmed by us in writing.

1.4. The contract between MEGA and the customer shall be deemed to have been concluded, provided all relevant technical and commercial details have been settled, on receipt of MEGA's written order acknowledgement by the customer.

2. SCOPE OF SUPPLIES AND SERVICES

2.1. MEGA's supplies and services shall be executed in accordance with the order and/or in accordance with MEGA's order confirmation.

2.2. MEGA reserves the right to determine the most suitable shipping procedure for the nature of the goods and to bill the customer for the freight costs incurred. The freight charges and postage for each express parcel or express letter, and any direct shipment of goods shall be invoiced separately.

2.3. For small orders up to CHF 50.00 net, a surcharge of CHF 20.00 shall be charged for each order.

2.4. Due to the total production costs incurred, the packaging is invoiced. The contractual terms agreed in each case shall apply to reusable packaging in addition and with priority. Special packaging requested by customers shall be charged separately.

2.5. The return of goods requires the explicit consent of MEGA. MEGA charges a handling fee of minimum 50% of the net order value. Any shipping and packaging

costs will be charged in full to the return sender. Any necessary maintenance or repair work done on returned goods will be invoiced according to the necessary expenses. Products made according to individual dimensions or customer drawings or tailor-made products cannot be taken back at any time.

3. SALES AND TECHNICAL DOCUMENTATION, USAGE RIGHTS FOR SOFTWARE

Unless otherwise agreed, brochures, leaflets and catalogues are not binding. Data provided in technical documents is binding only insofar as it has been expressly stipulated as such in writing.

4. PRICES

4.1. The prices according to MEGA's price list valid at the time of the order shall apply. Unless otherwise agreed in MEGA's offers and order confirmations, all prices shall be deemed to be net plus any applicable VAT ex works (EXW according to INCOTERMS 2020). Any additional costs (e.g. packaging, transport, customs formalities, etc.) shall be charged to the customer unless otherwise agreed. If more than three months' elapse between the date of the contract's conclusion and the date of performance, MEGA is entitled to adjust the contract prices.

4.2. MEGA reserves the right to adjust the prices in the event the delivery time has been subsequently extended for any reasons stated in clause 7.2, or in the event any documents furnished by the customer did not conform with the actual circumstances or were incomplete.

5. TERMS OF PAYMENT

5.1. Within the credit limit set by MEGA, a period of 30 days' net (after invoicing) shall apply, unless MEGA states otherwise in writing in its offers or order confirmation.

5.2. Unless agreed otherwise in MEGA's offers and order confirmation, the payments shall be made at MEGA's domicile without any deduction for cash discount, expenses, taxes, levies, fees, duties, etc.

5.3. If the customer does not comply with the agreed payment deadlines, it shall be liable, without any reminders, for interest with effect from the agreed date on which the payment was due at a rate of 5%. If the customer is sent a reminder, MEGA is entitled to charge an additional reminder fee of CHF 30.00 per reminder. MEGA

reserves the right to claim further damages.

5.4. MEGA is entitled to request advance payments, collateral (e.g. bank guarantee) or cash payment within a reasonable period of time, and refuse services if circumstances arise after the conclusion of the contract that objectively harm the customer's creditworthiness and jeopardise MEGA's payment claim. If the customer refuses or if the collateral is not provided within the stipulated period, MEGA shall be entitled to withdraw from the contract and/or claim damages in the amount of at least 50% of the work performed.

6. COMPENSATION FOR DAMAGES IN CASE OF NON-FULFILMENT

If an order is not executed or executed later than originally planned at the request of the customer after a deadline has been set, MEGA shall be entitled to claim damages equal to 20% of the net order value. Instead of the lump sum, MEGA can also claim the actual damages incurred.

7. DELIVERY TIME

7.1. The delivery time starts as soon as the contract is entered into, all official formalities have been completed, the advance or down payments due have been made, and any agreed securities given and the main technical points settled. The delivery time shall be deemed to be observed if by that time MEGA has sent a notice to the customer informing it that the goods are ready for dispatch.

7.2. The delivery time shall be reasonably extended:

7.2.1. If the information required by MEGA for the performance of the contract is not received in time, or if the customer subsequently changes it, thereby causing a delay in delivery of the supplies or services;

7.2.2. if force majeure hindrances occur that MEGA cannot prevent despite due diligence, regardless of whether they arise with MEGA, the customer or a third party. Such force majeure includes, but is not limited to, epidemics, war, revolution, serious breakdowns in the works, accidents, labour disputes, late or erroneous delivery of the necessary raw materials, semi-finished or finished products, rejection of important workpieces, official actions or omissions by state authorities or public bodies, natural phenomena;

7.2.3. If MEGA has to stop or reduce its production processes due to a lack of or reduce availability of energy sources (e.g. gas, electricity). MEGA shall inform the client immediately and in writing of such a situation. Any claim of the client against MEGA for compensation for delay or for compensation for direct and indirect damages as a result of such a delay shall be excluded.

7.2.4. If virus attacks or other kinds of attacks are carried out on the IT system by third parties despite observance of the usual protective measures;

7.2.5. If the customer or a third party is behind schedule with services it has to execute or with performance of its contractual obligations, in particular if the customer fails to observe the terms of payment.

7.3. If the dispatch of the goods must be delayed by request of the customer, MEGA shall have the right to charge storage fees starting one month from the date of dispatch of the written notification that states the goods are ready for dispatch. The storage fees shall be a minimum of 1% of the value of the goods stored for each full month or part thereof. The right to claim further damages is reserved.

7.4. If there is a delay in delivery, the customer undertakes to grant MEGA a reasonable time extension in writing.

7.5. Any delay of the supplies or services does not entitle the customer to any rights and claims other than those expressly stipulated in this clause 7. This limitation does not, however, apply to unlawful intent or gross negligence on the part of MEGA, but it does apply to unlawful intent or gross negligence on the part of persons employed or appointed by MEGA.

8. PASSING OF BENEFIT AND RISK

8.1. Unless there is an agreement to the contrary (e.g. INCOTERMS 2020), the benefits and risks shall be transferred to the customer on transfer of the supplies and services to the carrier or any other person designated by the customer.

8.2. If dispatch is delayed at the request of the customer or due to reasons beyond MEGA's control, the risk shall pass to the customer at the time originally foreseen for delivery ex works. From this moment, the supplies shall be stored and insured on the account and at the risk of the customer.

9. INSPECTION AND ACCEPTANCE OF THE SUPPLIES/SERVICES

9.1. Insofar as is normal and reasonable practice, MEGA shall inspect the supplies and services before dispatch. If the customer requests further testing, this

shall be specifically agreed and paid for by the customer.

9.2. The customer shall inspect the supplies and services, including any software, within 10 days of receipt and promptly notify MEGA in writing of any defects; otherwise, any warranty/liability on the part of MEGA is null and void. If the customer fails to do so, the supplies and services shall be deemed to have been approved.

9.3. Having been notified of the defects according to clause 9.2, MEGA shall remedy them as soon as possible, and the customer shall give MEGA the opportunity to do so.

9.4. The performance of an acceptance test and determination of the applicable conditions require an individual agreement.

10. TRAINING, SERVICES AND SUPPORT

10.1. The contractual conditions agreed in each case (see clause 1.2 above) apply primarily.

10.2. If MEGA takes on training or service and support services and nothing else has been agreed, the customer shall pay all necessary additional costs, such as travel and transport costs, in addition to the agreed compensation. If services are performed outside MEGA's usual business hours at the request of the customer or on Saturdays, Sundays or holidays, the customer shall pay for these in addition.

10.3. When service and support contracts are concluded, it is assumed that the object that forms the basis of the contract is easily accessible and complies with legal provisions and regulations.

11. RETENTION OF TITLE

11.1. MEGA shall remain the owner of all supplies until it has received full payment in accordance with the contract. On conclusion of the contract, MEGA shall be deemed as authorised by the customer to enter the retention of title in official registers in accordance with applicable regulations and to comply with all formalities, if necessary at the customer's expense. If the customer acts in violation of the contract, in particular in the event of a default in payment, MEGA shall be entitled to demand the return of the supplied goods. If MEGA demands the return of the goods, it does not constitute a withdrawal from the contract unless MEGA has explicitly declared this in writing.

11.2. During the period of retention of title, the customer shall, at its own cost, properly maintain the supplies and insure them for the benefit of MEGA against theft, breakdown, fire, water and other risks. It shall further take all measures to

ensure that MEGA's title is in no way prejudiced.

11.3. As long as the customer fulfils its obligations to MEGA and is not in default, it is entitled to process the reserved goods in the ordinary course of business and resell them subject to retention of title.

11.4. If the goods delivered by MEGA are intended for resale, the customer shall assign to MEGA all claims in MEGA's invoice amount, including VAT, that accrue to it from resale to its customers or third parties, irrespective of whether the goods have been resold without processing or after processing.

12. WARRANTY, LIABILITY FOR DEFECTS

12.1. The warranty period for mechanical products is 24 months. For service and support services, the contractual terms agreed in each case shall apply. The warranty period begins at the time of the dispatch of the deliveries ex works, or if applicable after the services to be performed have been accepted. If shipping or acceptance are delayed for reasons beyond MEGA's control, the warranty period shall end no later than 27 months (for mechanical products) or 15 months (for service and support services) after MEGA's notification that the goods are ready for dispatch or after the services are offered.

12.2. For replaced or repaired parts, the warranty period starts anew and lasts six months after replacement or completion of the repair, but not longer than expiry of a period equal to twice the warranty period stipulated in the preceding paragraph.

12.3. Excluded from MEGA's warranty and liability for defects are all deficiencies that cannot be proved to have their origin in bad material, faulty design or poor workmanship; e.g. those resulting from normal wear, improper maintenance, failure to observe the operating instructions, excessive loading, use of any unsuitable material, influence of chemical or electrolytic action, changes, replacements or additions and services by third parties that do not comply with MEGA's quality specifications, or installation work not undertaken according to MEGA's instructions or the general industry standard, or due to other reasons for which MEGA is not responsible.

12.4. In cases where it was not possible to detect defects within 10 days of receipt of the supplies and services (according to clause 9 above), the customer shall make a written complaint to MEGA as soon as they come to light. If the customer fails to do so, the supplies and services shall be deemed to have been approved even in respect of such defects.

12.5. On written request of the customer, MEGA undertakes at its discretion to repair or replace as soon as possible any parts of MEGA's supplies that are proved to be defective or unfit for use due to bad material, faulty design or poor workmanship before the expiry of the guarantee period. Replaced parts shall become MEGA's property.

12.6. Express warranties are those that have been expressly specified as such in the specifications. An express warranty shall be valid until expiry of the warranty period at the latest.

12.7. The warranty shall expire prematurely if the customer or third party improperly makes changes or performs repairs, or if the customer, in the case of a defect, does not immediately take all appropriate measures to mitigate the damage and give MEGA the opportunity to remedy the defect.

13. EXCLUSION OF FURTHER LIABILITY ON MEGA'S PART

13.1. All cases of breach of contract on MEGA's part and the legal consequences thereof, as well as all claims by the customer, irrespective of their legal basis, are governed conclusively in these GTC. In particular, any claims for damages, abatement, cancellation of the contract or withdrawal from the contract shall be excluded.

13.2. MEGA accepts liability for damage resulting from this contractual relationship insofar as its deliberate intent or gross negligence can be proved. In the case of supplies and services provided to commercial customers, this liability is limited to CHF 50,000.00 per event.

13.3. Any further liability is declined to the extent permitted by law. In particular, MEGA specifically declines all contractual and non-contractual liability for damage caused by the negligent conduct of its official bodies and helpers, for any kind of secondary damage and for consequential or indirect damage (e.g. loss of profit, loss of production or downtime, loss of orders, etc.) along with claims by third parties that have acquired products covered by this agreement from the customer.

13.4. Binding statutory provisions that take precedence and liability for culpably caused personal injury are reserved.

14. CONFIDENTIALITY OBLIGATION

The customer undertakes to refrain from disclosing any information about MEGA's sphere of business that is neither generally accessible nor generally known, and to make every reasonable effort to prevent third parties from gaining access to this information. The customer shall also transfer this obligation to its

employees. If the customer violates the confidentiality obligation, it shall indemnify MEGA against any damages or losses.

15. DUTY OF CARE

The customer is solely responsible for the installation and use of MEGA's products and services, and any combination with other products. It shall take all necessary care and heed all safety aspects. If the customer is a reseller, it shall provide its customers with all the information necessary for safety in a suitable form; for example, with notices on the product itself, on the packaging or in an operator's manual. The customer shall procure the necessary information itself. MEGA shall support the customer with training programs. The installation and operating instructions are available on www.mega.swiss.

16. DATA PROTECTION

16.1. Personal data is processed as part of the business relationship with the customer, to which the customer consents by placing the order. The customer's data is retained for the duration of this business relationship (and electronically in our 'CRM' customer management system) and then deleted, subject to any existing legal retention periods or if MEGA requires the data for the establishment, exercise or defence of legal claims. Only employees of MEGA and contracted service providers (e.g. service providers in the case of service and maintenance contracts) have access to the data, provided that they need the data for the agreed performance of tasks. For the purpose of handling the business relationship, data may be transferred to group companies or third parties in countries outside Switzerland or outside the scope of the GDPR.

16.2. Within the scope of application of the GDPR, the customer has rights of access, rectification or deletion of personal data concerning the customer or rights to the restriction of data processing by MEGA if certain prerequisites are met, according to Arts. 15-18 GDPR. The responsible person within the meaning of Arts. 13 and 14 GDPR is reachable on datenschutz@mega.swiss.

17. SEVERABILITY CLAUSE

If individual provisions of these GTC are or become ineffective or unfeasible, the validity of the remaining provisions shall not be affected. The invalid provision shall be replaced by a legally valid provision that comes closest to the economic purpose pursued by the invalid provision.

18. JURISDICTION AND APPLICABLE LAW

18.1. The legal relationship between MEGA and the customer and all related matters shall be governed exclusively by Swiss substantive law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods dated 11 April 1980.

18.2. The exclusive place of jurisdiction for the disputes that arise from or in connection with the legal relationship is MEGA's head office in Gossau / Switzerland. However, MEGA is also entitled to institute proceedings against the customer at the place of its head office.

Gossau, August 2022