

“Comlab General Terms and Conditions of Sale and Delivery”

1. Scope of Application

In all Contractual relationships in which Comlab AG (“COMLAB”) supplies products or services to its customers (a “Contract”), the present General Terms and Conditions of Sale and Delivery (“GTC”) shall apply exclusively, unless the Contracting parties have concluded a different, written agreement in an individual Contract.

The Customer's General Terms and Conditions of Contract - in particular the Customer's General Terms and Conditions of Business or Ordering Conditions - which conflict with or supplement these General Terms and Conditions of Sale shall not become part of the Contract, even if COMLAB executes a Contract, without expressly contradicting such conditions.

2. Offers, Conclusion of Contract

Unless otherwise stated in the offer, the validity period of the offer is 30 days. Product descriptions, diagrams, etc. enclosed with the offer serve as general information and are not binding. The assurance of certain characteristics requires an express agreement. COMLAB reserves the right to make changes to the product at any time, provided that they do not significantly impair the functionality of the subject matter of the Contract. The binding content of the offer forms the basis for delivery by COMLAB. Any adjustments that may become necessary later or are requested by the Customer, e.g. from a subsequent realization specification, must also be agreed and remunerated. Customer orders are subject to written acceptance by COMLAB.

3. Delivery, Installation and Commissioning

Delivery is at the expense and risk of the Customer.

COMLAB endeavors to comply with specified delivery periods, but cannot accept any liability for them. Claims for damages of the Customer due to delayed delivery are excluded in any case.

If the Customer is in default of acceptance, COMLAB may deposit ordered services at the Customer's risk and expense, or render services at a later date, whereby any associated additional costs shall be reimbursed by the Customer.

The type of installation and/or commissioning can be found in the respective product description or in the offer or can be requested from COMLAB. Installation and/or commissioning by COMLAB is generally not included in the product price, and delivery of the product is deemed to be fulfillment of COMLAB's delivery obligations. If installation or commissioning by COMLAB is expressly included in the product price, the delivery obligation shall be deemed fulfilled as soon as a Factory Acceptance Test has been carried out by COMLAB at COMLAB in the presence of the Customer and a System Acceptance Test has subsequently been carried out by COMLAB at the Customer's premises in his presence. An installation and/or commissioning date planned by the parties can be postponed by the Customer free of charge and in agreement with COMLAB at the latest three weeks before the planned date. After that, the originally planned hours will be invoiced.

Training courses are not included in the offered product prices.

4. Provision of Services

COMLAB shall only provide further services if this has been agreed. In particular, the maintenance or care of delivered products requires an express separate agreement between the Customer and COMLAB.

COMLAB provides agreed services under the Customer's supervision. COMLAB stands for a faithful and careful fulfillment of orders. It is entitled to call in expert third parties for the performance of services. COMLAB reserves all intellectual property rights to the services provided and documents handed over.

5. Software-License Products

COMLAB grants the Customer a personal, non-transferable and non-exclusive license to use the software products ordered and paid for, i.e. a certain version of computer programs and the associated material. For cloud software products, this license is limited to the duration of the cloud Contract. The software must only be used on a computer or network recommended by COMLAB. The software may only be copied for backup purposes. Any alteration or de-compilation is prohibited - subject to mandatory legal provisions. The Customer expressly acknowledges not to take any steps to unlawfully remove any hardware or software usage limitations. Any use going beyond these provisions is not permitted. In the event of violation of these provisions, COMLAB is entitled to revoke the rights of use granted to the Customer without any right to reimbursement of the license fees.

6. Prices, Payment Terms

If the prices for products or services are not explicitly included in an offer, COMLAB's currently valid rates shall apply. In the event of exchange rate fluctuations, COMLAB may adjust its prices accordingly at any time.

The costs for packaging, delivery, insurance and duties shall be borne by the Customer. For services provided to the Customer, the corresponding expenses will be invoiced additionally. Travel time is considered working time. All prices are exclusive of VAT or other taxes and exclusive of an advance recycling fee for hardware.

Invoices up to an order value of CHF 15'000 (excl. VAT) are payable within 15 days, all other invoices within 30 days from the invoice date without deduction. If the term of payment is exceeded, COMLAB is entitled to charge interest on arrears at the statutory rate plus expenses after an unsuccessful reminder. If COMLAB's payment claims appear to be at risk, services may be suspended or made dependent on advance payments.

7. Retention of title

Until full payment of the product price, delivered products remain the property of COMLAB, which is entitled to register its retention of title. During this time the Customer is forbidden to dispose of the products.

8. Warranty

COMLAB warrants that the products supplied by COMLAB are free of material and manufacturing defects which significantly impair the value or suitability of the products. COMLAB will, within the scope of the product guarantee granted by the respective manufacturer, eliminate any material and manufacturing defects that may have occurred during the guarantee period, free of charge during the Customer's business hours, replace defective parts and restore their functionality in compensation for the warranty claims. The Customer must send or deliver the products to COMLAB at his own cost and risk (send-in). Transport costs, packaging, assembly, dismantling and travel costs are not part of COMLAB's warranty. No warranty shall be given in the event of damage for which the Customer himself or third party companies are responsible or in the event of inadequate maintenance or non-compliance with operating instructions and regulations. COMLAB accepts no responsibility for lost data. Data reconstruction is also not covered by the warranty.

In the case of software produced by COMLAB itself, documented and reproducible errors, i.e. deviations from the written description of functionality, which occur independently of the system environment (influences of network, peripheral systems, cabling), will be corrected free of charge within a reasonable period of time. COMLAB reserves the right to supply the Customer with a subsequent version of the software or to provide

a workaround instead of rectification work. Warranty claims for software from third-party manufacturers are governed exclusively by the provisions of the third-party manufacturer.

The warranty period begins with the delivery of the articles and is based on the information in the offer or the corresponding product specification. In the absence of an explicit warranty period, a period of 24 months for devices and 6 months for software and spare parts shall apply.

Further or other claims of the Customer, in particular for rescission, reduction of price or compensation or repair by a third party, are excluded.

9. Intellectual Property Infringement

The Customer shall immediately notify COMLAB in writing of claims by third parties for infringement of patents or copyrights and authorize COMLAB to independently conduct and settle the legal dispute. Under these conditions, COMLAB shall assume the costs and compensation obligations finally and conclusively imposed on the Customer up to the amount of the product price of the infringing product.

If the Customer is legally prohibited from using the product delivered under the Contract, COMLAB will, at its discretion, either procure the Customer the right to continue using the subject matter of the Contract, exchange it or modify it in such a way that an infringement of third party property rights no longer exists or take back the product against reimbursement of the Contract price.

10. Complaints

Any complaints must be made in writing within 8 days.

11. Liability

COMLAB is liable to the Customer for direct damage caused intentionally or through gross negligence in an unlimited amount, provided that damage has actually occurred and has been proven. In the case of slight or medium negligence, liability for direct damage is limited to the lower of the following two amounts: (i) CHF 5 million; or (ii) the price of the COMLAB product or service causing the damage.

In particular, COMLAB accepts no liability for indirect damages and consequential damages, such as loss of profit, unrealized savings, interruption of operations, claims of third parties or loss of data by the Customer.

COMLAB is also not liable if the provision of services is temporarily interrupted due to force majeure or other reasons beyond COMLAB's control or is wholly or partially limited or impossible. Force majeure includes in particular natural events (floods, landslides, etc.), warlike events, unforeseeable official restrictions, supply bottlenecks at suppliers, etc..

In any case, remains reserved any further mandatory legal liability.

12. Use of the Products

The Customer is responsible for the selection and use of products and services purchased from COMLAB and for the results achieved. In particular, he is responsible for taking protective measures for security-relevant systems and must ensure that systems, data and software are protected against destruction, misuse or access by third parties. He is also responsible for training his staff and for integrating the products into his own or third-party solutions.

13. Confidentiality and Data Protection

Each Contracting party shall treat information marked as "confidential" and offers received from the other party with due care and shall not make them available to third parties. The Customer agrees that COMLAB may process personal data about the Customer to the extent necessary for the performance of the Contract and may also transfer data abroad and/or to third parties within the framework of company-wide processing.

14. Final Provisions

Amendments or supplements to these GTC are only valid if they are laid down in a written supplementary or individual Contract that expressly refers to these GTC.

Should parts of a Contract be void or become legally ineffective, the rest of the Contract shall continue to apply. The Contracting parties shall then interpret and formulate the Contract in such a way that the purpose intended by the void or legally ineffective parts is achieved as far as possible.

COMLAB's products and services are subject to the export control laws of various countries, in particular Switzerland. The Customer undertakes not to hand over the products and services without prior written consent of COMLAB to a foreign governmental authority for the examination of a possible granting of a right of use or for other official approval and not to export them to countries or to natural or legal persons to whom export restrictions apply according to the corresponding export control laws. In addition, the Customer is responsible for compliance with all applicable laws of the country in which the Customer's headquarters are located and other countries with respect to the use of the products or services by the Customer and its Group companies. Necessary approvals for so-called "dual use" goods will be obtained by COMLAB at the Customer's cost and risk (in particular with regard to deadlines).

A Contract or individual rights and obligations arising therefrom may only be assigned to third parties by the Customer with the prior written consent of COMLAB.

The Contracting parties undertake to transfer all rights and obligations arising from a Contract to any legal successors.

15. Applicable law and place of jurisdiction

This Agreement shall be governed by the laws of Switzerland without giving effect to the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 or any international conflict of law rules. If the parties fail to settle disputes by amicable means despite respective efforts, the exclusive place of jurisdiction for all disputes arising from and in connection with a Contract is Berne, Switzerland.