

General Terms of Sale

Section 1 - General

1.1 All products and services supplied by BTG Eclépens S.A. with registered offices in Switzerland (hereinafter referred to BTG or as the “**Seller**”) shall be subject to these General Terms of Sale and to any separate agreements entered into by the Seller and the Purchaser (the “**Purchaser**”). No additional or differing terms or conditions of, or referred to by, the Purchaser shall become part of the contractual relationship between the parties unless explicitly agreed to in writing by the Seller. For the avoidance of doubt, neither the Seller's confirmation of an order, nor the Seller's failure to object to any terms or conditions, shall constitute such explicit agreement.

1.2 If there is no separate agreement to the contrary, a contract for purchase of products and/or services (“**Contract**”) shall be concluded when the Seller issues its written confirmation of an order placed by the Purchaser. Written form shall also include confirmations sent in text form by data transfer (e.g. e-mail), electronic signature via signature programs such as DocuSign, AdobeSign or fax.

1.3 If customary clauses on transportation and delivery of products are agreed by the parties, the rules on interpretation of them shall apply, unless otherwise specified in the following.

1.4 Documents, such as illustrations, drawings and information on dimensions and performance shall only be approximately authoritative and are not considered to be warranted characteristics or guarantees, unless they are expressly designated as binding by the Seller.

1.5 The Seller reserves ownership of and copyrights to samples, cost estimates, drawings and similar items, and to any information embodied in a tangible or intangible manner, including in electronic form. Such items and information shall be used only for the purpose of fulfilling the Purchaser's Contractual obligations and shall not be edited, reproduced or made available to any third party without the prior written consent of the Seller. The Seller shall make documents designated as confidential by the Purchaser available to a third party only with the consent of the Purchaser.

Section 2 - Prices and payment

2.1 Unless otherwise agreed, the prices shall not be deemed to be fixed prices. For products and services ordered by the Purchaser, which are not covered by the original order, the Seller is entitled to additional remuneration. Unless otherwise agreed separately, the prices shall be Ex works Seller's premises, but shall not include insurance costs, packaging, loading, unloading and all other auxiliary costs. Value-added tax shall be added to the prices at the respective statutory rate.

2.2 The Seller shall be entitled to adjust the Contractually agreed price if changes in the amount of at least 1.5 % have occurred with regard to (i) the wage costs by law, regulation, collective agreement, company agreements or (ii) other cost factors relevant for the supply of a product or a service such as procurement costs of the materials used, e.g. due to changes in the national or world market prices for raw materials, or exchange rates since the conclusion of the Contract (“**Production Costs**”). The adjustment shall be made to the extent that the Production Cost at the time of conclusion of the Contract differ from the costs at the time of the Seller's performance. No price adjustment shall apply for any period during which the Seller is in default due to circumstances attributable to Seller.

2.3 Costs for travel and, daily and overnight allowances are charged separately. Travel time is considered as working hours.

2.4 Each shipment of products shall be a separate transaction, and the Purchaser will be invoiced on delivery. The Seller shall be entitled to invoice the Purchaser, in respect of Services, monthly in advance.

2.5 Unless otherwise specified in the Seller's confirmation, payments shall be due net (without deduction) within 30 days of the invoice date. The statutory provisions regarding the consequences of default in payment shall apply.

2.6 The Purchaser shall be entitled to offset its counterclaims against payment due only if said counterclaims have been ruled on finally by a competent court or have been confirmed to be undisputed by the Seller in writing.

Section 3 – Cooperation obligations of the Purchaser

3.1 The Purchaser shall perform all obligations to cooperate vis-à-vis the Seller in such a timely manner that the Seller can deliver or perform in due time.

3.2 Unless otherwise agreed, the Purchaser shall be responsible for obtaining all necessary permits, authorizations, licenses at its own expense.

3.3 To the extent requested by the Seller, the Purchaser shall make available to the Seller, free of charge and for the time of performance, lockable, closed rooms not accessible to third parties for the stay of the Seller's employees and for the storage of tools and materials.

3.4 The Purchaser shall ensure that all necessary health and safety precautions are in place at the premises where the services are to be performed. The Purchaser shall maintain the premises in a condition that is safe for the performance of the services and compliant with all applicable laws, regulations, and standards relating to health and safety. The Purchaser shall promptly inform the Seller of any health and safety hazards that may exist or arise at the premises and cooperate fully with the Seller's efforts to prevent or mitigate any such hazards. The Seller is entitled to refuse to perform the services if the safety conditions are not met.

Section 4 - Delivery period, delay in delivery, force majeure

4.1 The delivery period shall be as agreed between the parties in each Contract with respect to that specific order. For the delivery period to commence, all commercial and technical questions must be clarified, and the Purchaser must have fulfilled all its obligations, such as furnishing of the necessary official certificates or approvals or making of a down-payment.

If these conditions are not fulfilled, the delivery period shall be extended commensurately. This shall, however, not apply if the Seller is responsible for the delay.

4.2 The Seller shall provide the Purchaser with a notification when the product or the service is ready for loading and/or, if the parties have agreed that acceptance is required, for the Purchaser's acceptance. The delivery period shall be deemed to have been observed if the Seller provides the Purchaser with such notification within the agreed delivery period. The date on which such notification was provided shall be considered as the delivery date. If the parties have agreed that the Purchaser's acceptance of a product or a service is required, the acceptance deadline specified in the Contract, or alternatively the time at which the notification of readiness for acceptance is provided, shall be binding, except in the case where the Purchaser justifiably refuses acceptance.

4.3 If the ready for loading declaration or acceptance of the product to be supplied is delayed for reasons for which the Purchaser is responsible or if the Purchaser violates any obligations of cooperation on its part, the Seller shall be entitled to compensation for the losses it has incurred in this regard, including any additional expenses. Without prejudice to further claims, the Seller may otherwise dispose of the products to be supplied after it has set a reasonable period of grace and this has expired without remedy, in particular store the product to be supplied at the risk and expense of the Purchaser and/or supply the Purchaser within a reasonably extended period.

4.4 If a failure to observe the delivery period is due to force majeure, such as natural disasters, epidemics, pandemics, war, armed conflicts, civil war, revolution, terrorism, sabotage, cyberattacks, nuclear/reactor accidents, embargo/sanctions or similar restrictions, or to any other event that is outside the Seller's control (such as travel restrictions, border closures, transport restrictions or delays, plant closures labour disputes shortage of raw materials, materials, components or means of transport (“Similar events”), the Seller shall be discharged from its performance obligations for the duration of the event and the delivery period shall be extended appropriately.. The Seller shall inform the Purchaser of when such circumstances start and end within a reasonable time after becoming aware of them. If the force majeure or similar event or multiple force majeure events lasts for more than 6 months, the Seller shall also be entitled to terminate the Contract. In case of delay that is due to any of the above force majeure or similar event within the meaning of Section 4.4 the Purchaser is not entitled to make any monetary claims against the Seller.

4.5 If the Seller is in delay and this is not caused by a force majeure or similar event within the meaning of Section 4.4, the Purchaser shall be entitled to a lump-sum compensation for the losses caused by the delay. This shall be 0.5% of the value of the part of the overall delivery that cannot be used on time or in accordance with the Contract because of the delay, for each full week of the delay but to a maximum total amount of 5% of said value.

If the Seller is in delay and the Purchaser grants the Seller a reasonable period to perform its obligation and if this period of time is not observed for reasons for which the Seller is responsible, the Purchaser shall be entitled to rescind the Contract.

The Purchaser is not entitled to any further remedies based on a delay save for as set out in this Section 4 and in Art. 100 para. 1 of the Code of Obligations (CO).

Section 5 - Transfer of risk, acceptance, packaging

5.1 Unless otherwise agreed, risk shall pass to the Purchaser upon notification of the readiness for loading/acceptance of the products or parts thereof at the Seller's works, even if partial deliveries are made and even if the Seller has assumed other services, such as shipping costs, delivery or installation. Subject to any separate agreement to the contrary, the obligation to load, stow and secure the products safely during transport and unload it is the responsibility of the Purchaser and its freight forwarding agent, freight carrier or agent making the collection; they shall also have an obligation to provide and make available at their own expense appropriate securing devices.

5.2 If the parties have agreed that the Purchaser's examination of a product or service is required for acceptance, the Purchaser must promptly perform said examination, failing any agreed time limit, immediately after the Seller has provided notification that the product or service is ready for examination. The Purchaser cannot refuse acceptance due to a minor defect, provided the Seller acknowledges his obligation to remedy the defect.

5.3 If loading or acceptance is delayed or not performed due to circumstances not attributable to the Seller, the risk of accidental loss or accidental deterioration of the product or service to be supplied shall pass to the Purchaser from the day on which notification is given of its readiness for loading or acceptance. The Seller undertakes to take out insurance requested by the Purchaser, such as transport insurance, at the expense of the Purchaser. In case of default of acceptance by the Purchaser, the Seller shall be entitled to charge a storage fee.

5.4 Partial deliveries shall be permitted if this is reasonable for the Purchaser.

5.5 Transport items and other packaging shall be taken back at the cost and expense of the Purchaser. The place of return of packaging is the Seller's factory gate.

Section 6 - Retention of title, assignment of claims, withdrawal

6.1 The Seller shall retain its title to the supplied product until full payment has been duly received and all claims have been settled, any outstanding balances to which the Seller is entitled to as part of the business relationship with the Purchaser (overall retention of title). If the destination state of the products is in Switzerland, the Seller shall be entitled to have the retention of ownership registered in the retention of ownership register. If the destination country of the products is outside Switzerland and if the validity of the retention of title in the destination country of the products requires an entry in a register or a similar procedure, the Seller shall be entitled to have the retention of title registered and take any action required for the validity of the retention of title, with the Purchaser providing any cooperation required.

6.2 The Purchaser shall treat the delivered product subject to retention of title (“Retained Products”) with care. In particular, the Purchaser shall at its own expense insure Retained Products adequately against theft, breakage, fire, water and other damage at the reinstatement value. The Seller shall be authorized to take out this insurance at the expense of the Purchaser if the Purchaser has demonstrably not taken it out.

6.3 The Purchaser shall not incorporate Retained Products into, or combine Retained Products with, any other object such that they become an integral part of that object or that a new object is

produced. Nor shall the Purchaser take any other measure that may cause Retained Products to lose their identity or become difficult to separate from objects of the Purchaser. The Purchaser shall at all times keep all products separate from other goods and clearly marked as the Seller's property.

6.4 The Purchaser is expressly prohibited from reselling Retained Products to any third party and from taking any other measure that may compromise the Seller's right to Retained Products. If a Retained Product or an object of which a Retained Product has become a part, in breach of these General Terms of Sale, is sold to a third party, the Purchaser hereby assigns to the Seller the claims against its purchaser(s) from the sale (total sum invoiced including value-added tax) or a corresponding part thereof, along with all secondary rights, until the Seller's claims have been settled in full. The Purchaser shall provide the Seller with a copy of the invoice in respect of the resale without delay. This does not prejudice the Seller's right to remedies for any losses the Seller may incur as a result of the Purchaser's breach.

6.5 The Purchaser shall remain authorized to collect the claim assigned pursuant to Section 6.4; the Seller's authorization to collect the claim itself shall remain unaffected thereby. The Seller shall, however, not collect the claim as long as the Purchaser meets its payment obligations from the collected amounts, is not in arrears with payment and has not discontinued payment, and as long as an application for instigation of insolvency proceedings, administration of an insolvent estate or similar procedure has not been initiated by or against the Purchaser with a view to general execution.

If any of the above situations applies, the Seller can demand that the Purchaser, disclose the claims assigned to the Seller and provide all details and documents required to collect them.

6.6 If the Purchaser acts in breach of Contract, in particular if it is in arrears with payment, the Seller shall issue a warning notice stating a time period within which the Purchaser must fulfill its obligations. Should the Purchaser not fulfill, or confirm that it will not fulfill, its obligations within the stated time period, the Seller shall be authorized to collect Retained Products. This, like any levy of execution on supplied products by the Seller, shall not constitute a termination of the Contract.

6.7 If: (i) the Purchaser becomes insolvent, has a receiver, administrative receiver, administrator or manager appointed of the whole or any part of its assets or business, makes any composition or arrangement with its creditors, takes or suffers any similar action in consequence of debt or an order or resolution is made for its dissolution or liquidation (other than for the purpose of solvent amalgamation or reconstruction) or carries out or undergoes any analogous act or proceedings under an applicable foreign law; or (ii) the Purchaser ceases, or threatens to cease to carry on business then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to, at its discretion, continue performance under the Contract conditional upon advance payment, terminate and/or treat any Contract as repudiated, withhold any further supply of products and/or services without any liability to the Purchaser, and/or collect Retained Products. If any products and/or services have been supplied but not paid for, the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

Section 7 - Liability for defects

The Seller shall only be liable for defects and legal imperfections in title to the exclusion of further claims – subject to Section 8 – as follows:

7.1 Material defects

7.1.1 The Seller warrants that all products shall be free from defects in material and workmanship under normal use for a period of twelve (12) months from the date of delivery to the Purchaser. The Purchaser shall be responsible for determining that the ordered products are suitable for the Purchaser's use and ensuring that such use complies with any applicable law.

7.1.2 Details given by the Seller about the properties of a product or service to be supplied are the result of its measurements and calculations and shall not constitute warranted qualities or guarantees within the meaning of Article 197 of the Code of Obligations (OR). The Purchaser can assert claims due to a material defect only if it has properly fulfilled its obligations to examine the supplied product and to give notice of defects in accordance with Article 201 of the Code of Obligations (OR) and Section 7.1.3 below. Notices of defects and complaints of any kind are to be given in writing to the Seller, with as exact a description of the defect as possible and an indication of the possible causes, otherwise the warranty claims will be forfeited. If no complaint is made, the product shall be deemed to have been approved by the Purchaser.

7.1.3 The Purchaser can assert claims due to a material defect only if it has properly fulfilled its obligations to examine the product or service and give notice of defects within five (5) days of the delivery date. Notices of defects and complaints of any kind are to be given in writing to the Seller as soon as the defect is discovered and, at the latest, within the said time period, with as exact a description of the defect as possible and an indication of the possible causes; otherwise, the claims will be forfeited. Products and services shall be deemed finally examined and accepted if the Purchaser has not given a notice of defect or complaints of any kind within ten (10) days of the delivery date.

7.1.4 All parts that are materially defective as a result of circumstances that occurred before the transfer of risk shall, at the discretion of the Seller, be repaired or replaced. The Seller shall bear the costs of the repair work or replacement item (material and workmanship costs) incurred as a direct result of the repair or replacement of the defective part, including the cost of shipping a replacement item to the place of performance. The Seller shall also bear the reasonable cost of removing the defective part and installing the replacement item, if installation of the defective part was originally part of the Contract. The Seller shall not bear any other costs incurred in connection with the remedy of a defect. The Purchaser must prove that the defect is a result of circumstances that occurred before the transfer of risk.

7.1.5 The Seller's liability for material defects in essential third-party products, which are an integral part or accessories of the delivered products, shall be limited to assignment of the claims for material defects of the Seller against its supplier. If the assigned claims for material defects are not settled, the claims of the Purchaser against the Seller due to material defects shall be revived.

7.1.6 In the event of a defect that is a result of circumstances that occurred before the transfer of risk, the parties shall enter into a separate agreement, giving the Seller the required time and opportunity to make the repairs and to supply such replacements as the Seller deems necessary; otherwise, the Seller shall be discharged from all liability based on the defect. The Purchaser shall be entitled to remedy the defect itself or have it remedied by a third party and demand

compensation for necessary expenses from the Seller only in urgent cases of risk to safety; the Seller shall be informed thereof immediately or as soon as possible.

7.1.7 If the Seller fails to remedy a material defect within the time set for it in accordance with Section 7.1.6, and the failure is due to circumstances for which the Seller is responsible, the Purchaser shall be entitled to rescind the Contract in accordance with the statutory provisions laid down in applicable legislation, however, not in cases of force majeure within the meaning of Section 4.5 or similar instances. If a defect is insignificant, and the Seller has failed to remedy the defect within the time set for it in accordance with Section 7.1.5, the Purchaser shall only be entitled to a reduction of the price amounting to the purchase price of the product as specified in the Contract.

7.1.8 The Seller shall not be liable for defects that are attributable to measures or designs expressly requested by the Purchaser or that occur in materials or products which have been provided by the Purchaser or whose use the Purchaser has expressly required contrary to the Seller's advice, or that in any other way are attributable to the Purchaser. In particular, the Seller shall have no liability in the following cases:

- unsuitable or improper use or incorrect installation or commissioning by the Purchaser or a third party;
- failure to use original parts and materials;
- normal wear and tear;
- incorrect or negligent handling; improper maintenance; unsuitable operating supplies;
- faulty construction work;
- unsuitable subsoil; failure to back up or inadequate backing up of data by the Purchaser;
- failure to check or inadequate checking of programs and data for computer viruses (as defined in Section 10.3) by the Purchaser; unusual effects of any kind (e.g. vibrations from other assemblies, ingress of foreign matter);
- corrosion (e.g. through halogens); chemical, electrochemical or electrical influences – unless the Seller is responsible for them; violation by the Purchaser of the obligations described in section 7.2.4.

7.1.9 If the Purchaser or a third party carries out repairs or other measures that affect a supplied product or service without obtaining the Seller's prior written consent and, if the Seller deems necessary, instructions, the Seller shall not be liable for any resultant consequences. The same shall apply to all other changes to a supplied product or service that have been made without the prior written consent of the Seller.

7.1.10 The title of products complained about shall pass back to the Seller, if this is feasible. The Purchaser shall be obliged to return the defective part to the Seller at the request of the Seller (save in the event that the place of delivery is the same as the place of performance).

7.1.11 Subject to Section 9.2, the above warranty provisions shall apply accordingly to the remedy of defects.

7.2 Proprietary rights; Export control

7.2.1 If use of a supplied product or service results in the infringement of industry property rights such as patents or copyrights (hereinafter referred to as "**Proprietary Rights**") of a third party, the Seller shall in principle and at its own expense obtain the right for the Purchaser to continue using it or modify the supplied product in a way that the Purchaser can reasonably be expected to accept so that the proprietary right is no longer infringed. If this is not economically feasible or not possible within a reasonable period, both parties shall be entitled to rescind the Contract.

If the Seller is responsible for an infringement of a third party's Proprietary Rights, the Seller shall indemnify the Purchaser against claims made by that third party against the Purchaser in so far as the claims are undisputed or have been ruled on finally by a competent court or arbitral tribunal.

7.2.2 Subject to Section 8, the Seller's obligations specified in Section 7.2.1 shall be final in relation to the infringement of Proprietary Rights of third parties.

These obligations shall exist only if:

- the Purchaser informs the Seller as soon as the Purchaser becomes aware of the infringement or as soon as third-party claims that there is an infringement, whichever occurs first,
- the Purchaser assists the Seller to a reasonable extent in defending against the claims or enables the Seller to make the modifications as stated in Section 7.2.1,
- the Seller retains the full right to undertake all defensive measures, including out-of-court settlement,
- the infringement is not attributable to an instruction by the Purchaser or to a combination of a supplied product by the Purchaser with objects, products or deliveries outside the Seller's scope of supply;
- the infringement has not been caused by the fact that the Purchaser has modified a supplied product or used it in a way not in conformity with the Contract;
- the infringement is not in any other way attributable to the Purchaser.

7.2.3 For the avoidance of doubt, the Seller does not warrant that the end products manufactured with the use of the supplied product, including the manufacturing process used, are free of third-party Proprietary Rights.

7.2.4 If the Purchaser intends to export or transfer a supplied product to a country or territory against which Switzerland, the United Nations, the European Union or the United States of America has imposed or implemented an embargo or any other export or re-export restrictions or intends to use a supplied product in such country or territory, the Purchaser shall notify the Seller of this in writing before the Contract is concluded. If the Purchaser adopts such an intention after the Contract is concluded, such export, transfer or use shall be subject to the Seller's prior written approval. Notwithstanding anything to the foregoing, the Purchaser represents and warrants that it will comply (i) with all Swedish, German, EU and UN export control regulations including embargoes and other sanctions and (ii) with all other foreign export control regulations including embargos and other sanctions provided that Sweden, Germany, the EU or the UN have enacted similar regulations, embargos and/or other sanctions targeting the same countries. If a supplied product is resold by the Purchaser, the latter shall enter into agreements to ensure that the obligations set forth in this Section 7.2.4 are transferred through to the entire delivery chain and to the final customer ultimately holding the product. In the event of a violation of the obligations set forth in this Section 7.2.4, the Seller shall be entitled to terminate the Contract with immediate effect.

Section 8 - Liability

8.1 If a supplied product cannot be used by the Purchaser in accordance with the Contract due to the Seller's failure to implement or inadequate implementation of suggestions and advice provided

before or after the conclusion of the Contract or due to the Seller's violation of other additional Contractual obligations, in particular the obligation to provide instructions on the use of and maintenance of the supplied product, the provisions set out in Sections 7 and 8.2 shall apply accordingly, to the exclusion of further claims.

8.2 The Seller shall be liable for damages not caused to the supplied product itself – on whatever legal grounds, including liability for auxiliary personnel and tort – only

- if the Seller has acted with intent,
- if the Seller has been grossly negligent,
- if, in the case of defects, the Seller has concealed such defects with intent to deceive,
- if, in the case of defects to a supplied product, provided a mandatory legal liability exists in accordance with the applicable Product Liability Law or any other applicable legislation.

8.3 The Seller shall not be liable for any indirect damage, loss of profit, loss of production, loss of income, loss of use, loss of business, loss of revenue, loss of goodwill, or for any other indirect or consequential loss or damage of any kind, whether such loss or damage was foreseeable or contemplated by the parties and whether arising in tort (including negligence), contract or otherwise.

8.4 The Seller shall not be liable for any damages that result from the use or inability to use data, unauthorized access or use of data, loss, corruption, error, or other influence on data, and any other direct, indirect or consequential damage in relation to data, whether such damage was foreseeable or contemplated by the parties and whether arising in tort (including negligence), contract or otherwise.

8.5 Further claims for damages, on whatever legal grounds, shall be excluded. If liability on the part of the Seller is excluded or limited, this shall also apply to liability on the part of employees and other representatives of the Seller.

Section 9 - Limitation of actions

9.1 Subject to Section 9.2, all claims of the Purchaser, on whatever legal grounds, shall become statute-barred within twelve (12) months from the delivery date. The statutory periods of limitation laid down in applicable legislation shall, however, apply in cases of intent or intent to deceive, culpable injury to life, body or health, and to claims under the applicable Product Liability Law.

9.2 If the Purchaser obtains rights in relation to defects, all such claims become statute-barred twelve (12) months from the delivery date of the defective product or service. All claims for new defects caused by the Seller's repair or replacement of a defective part shall become statute-barred six (6) months from the remedy of the previous defect and shall be limited to defects that are a direct result of that remedy.

Section 10 - Use of software

10.1 If software is supplied by the Seller, the Purchaser shall be granted a non-exclusive license to use it and its documentation needed to use it.

10.2 The Purchaser shall not reproduce, revise, compile or translate the software or convert it from object code to source code only to the extent permitted by applicable Copyright Law. The Purchaser undertakes not to remove any data, in particular copyright notices, or to change any data without the Seller's prior written consent.

All other rights to the software and documentation, including copies thereof, shall remain with the Seller or the software supplier. For the avoidance of doubt, sublicensing is expressly prohibited.

10.3 Before providing the software to the Purchaser, the Seller shall use state-of-the-art, up-to-date protection measures to check it for computer viruses, Trojan horses, virus hoaxes and similar programs, program parts and malicious functions that may result in loss or corruption of data or programs or impairment of systems or parts of them (collectively referred to as "Computer Viruses"). Nevertheless, recognizing that it is not possible to exclude the risk that the software contains unknown or mutated Computer Viruses or that Computer Viruses may enter a (operating or control) system at a later time, the Purchaser shall take all necessary measures to protect against Computer Viruses and other destructive data. In particular, the Purchaser shall check the software and any files for Computer Viruses before executing the software or opening any files. This shall also apply to any software that the Purchaser wishes to use as part of its systems, if the software supplied by the Seller may be affected thereby.

10.4 The Purchaser shall back up data on a regular basis to prevent loss or corruption of data. If data is lost or corrupted, the Seller shall only be liable for the cost of restoring the correct data if the Purchaser has backed it up properly.

Section 11 - Applicable law and place of jurisdiction

11.1 In addition to these General Terms of Sale, the Contract entered in respect of each order and in any separate agreements entered into by the parties, the substantive law of Switzerland shall apply to all legal relationships between the Seller and the Purchaser without applying legal regulations on the conflict of laws and the regulations of the United Nations Convention dated 11 April 1980 on the international sale of goods (CISG).

11.2 Any dispute, controversy or claim arising out of or in relation to the contractual relationship between the Seller and the Purchaser, including the validity, invalidity, breach, or termination thereof, shall be subject to the exclusive jurisdiction of the ordinary courts in Lausanne, Switzerland.

Section 12 - General provisions

12.1 The Seller shall be entitled to store, transfer within the Seller's country and abroad, use, alter and erase data related to persons as given by the Purchaser in the course of business. The Purchaser is hereby notified thereof.

12.2 Unless otherwise specified in the Seller's confirmation of order, the place of performance of the parties' obligations from the contractual relationship shall be the place of the Seller's registered offices.

12.3 Should any or certain provisions of these General Terms of Sale be invalid, this shall not affect the validity of the remaining parts.

12.4 Declarations serving to establish, safeguard or exercise rights shall not be valid unless given in writing. Written form shall also include declarations sent in text form by data transfer (e.g. e-mail), electronic signature via signature programs such as DocuSign, Adobe Sign or fax, unless the written form is mandatory according to applicable law.

12.5 The Purchaser shall not assign its contractual rights to a third party without the written consent of the Seller. The Seller may transfer its contractual rights to third parties at any time, unless the

third parties are direct competitors of the Purchaser. In the latter case, the written consent of the Purchaser is required.

12.6 If the Seller provides installation, commissioning, maintenance, repair or similar services, the relevant special terms and conditions of the Seller shall apply additionally and with precedence.

12.7 The Purchaser shall not sell, export or re-export, directly or indirectly, any products, goods or technology sold, supplied, transferred or exported to the Purchaser by the Seller that fall under Product 12g of Council Regulation (EU) No. 833/2014 (as amended from time to time (see <https://eur-lex.europa.eu/oj/direct-access.html> and <https://eur-lex.europa.eu/homepage.html?locale=en>)). This includes, but is not limited to, the Russian Federation, Belarus for use in the Russian Federation or in Belarus, and any other country and entity that may, in the future, be designated under applicable EU sanctions regulations.

The Purchaser shall undertake its reasonable efforts to ensure that the purpose of preceding sentence is not frustrated by any third parties further down the commercial chain, including by possible resellers, and shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of the preceding sentence.

The Purchaser shall immediately inform the Seller about any problems in applying the two preceding sentences including any relevant activities by third parties that could frustrate the purpose of the two preceding sentences.

The Purchaser shall make available to the Seller information concerning compliance with the obligations under this paragraph within two weeks of the simple request of such information.

Any violation of any of this Section 12.7 shall constitute a material breach of an essential obligation of the Purchaser, and the Seller shall be entitled to seek appropriate remedies, including, but not limited to (i) a termination of the contract and (ii) a penalty of 10 % of the total value of the contract or price of the goods or technology exported, whichever is higher.

The obligations set forth in this Section 12.7 shall come in addition to any other obligations which Purchaser might have otherwise under the contract. In case of any contradiction of the stipulations of this Section 12.7 with any other obligation which Purchaser might have under the contract, the stipulations of this Section 12.7 shall prevail.

The parties shall keep confidential, not use for their own purposes and not without the prior written consent of the other party disclose to any third party, any information of a confidential nature belonging or relating to the other party unless such information is or becomes public knowledge (other than by breach of this Section 12.7) or is required to be disclosed by order of a competent authority or by law.

The parties shall keep confidential, not use for their own purposes and not without the prior written consent of the other party disclose to any third party, any information of a confidential nature belonging or relating to the other party unless such information is or becomes public knowledge (other than by breach of this Section 12.7) or is required to be disclosed by order of a competent authority or by law.