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TERMS AND CONDITIONS OF SALE

THE FOLLOWING TERMS/CONDITIONS, TOGETHER WITH ANY OTHER TERMS/CONDITIONS SPECIFICALLY AGREED TO IN WRITING BY SELLER, SHALL APPLY TO ALL ORDERS ("Order(s)") FROM, AND SALES OF PRODUCTS ("Products") OR SERVICES ("Services") TO BUYER. ANY ACCEPTANCE OF ANY ORDER OF BUYER IS CONDITIONED UPON THESE TERMS/CONDITIONS. ANY ADDITIONAL OR DIFFERENT TERMS/CONDITIONS PROPOSED BY BUYER IN ANY DOCUMENT ARE OBJECTED TO AND SHALL NOT BE BINDING UPON SELLER. No salesperson is authorized to bind Seller to any promise or understanding not expressed herein.

I. PRICES

All prices are subject to change without notice in the event (and only to the extent) of any changes in cost of materials or labor, specifications, quantities, delivery schedules, customs duties, other factors beyond Seller's control, or in the event of delays caused by instructions of the Buyer, or failure of the Buyer to give Seller adequate information. Further, prices payable by the Buyer shall be subject to immediate increase, should the Seller as a result of governmental action or regulation, incur additional duties, tariffs or restrictions on Products sold hereunder, or on the raw materials that are used in making such products. In no event shall prices include any amounts imposed on the Buyer in connection with Buyer's purchases from Seller, such as taxes, including but not limited to Value Added Tax (VAT) or excise taxes, duties, tariffs, or any other costs assessed against the Buyer by a governmental authority. Without limiting the foregoing, all prices are subject to adjustment without notice at any time prior to shipment in the event that the prices or costs related to any component, materials, parts, or commodities utilized in the Products or Services have increased following the acceptance of any Order for any Products or Services (a "Component Adjustment"). The Seller may only adjust prices to the extent the Seller is affected by a price increase of any component, materials, parts, or commodities utilized in the Products or Services. In no event may Seller adjust the price to increase margin. Any Component Adjustment, as determined by Seller, shall be reflected in the invoice for Products or Services that is transmitted from Seller to Buyer in accordance with the terms and conditions hereof. Without limiting the foregoing, all prices are subject to adjustment without notice at any time prior to shipment due to increases in inflation occurring following the acceptance of any Order for any Products or Services (an "Inflation Adjustment"). The Inflation Adjustment for any Products or Services shall be made by multiplying (a) the ratio obtained by *dividing* the (i) Consumer Price Index (CPI) in place at the time of invoice by (ii) the Consumer Price Index (CPI) in effect at the time of acceptance of an Order times (b) the price or cost for any applicable Products/Services as set forth in the Order. Any Inflation Adjustment, as determined by Seller, shall be reflected in the invoice for Products or Services transmitted from Seller to Buyer in accordance with the terms and conditions hereof.

II. DELIVERY

Delivery dates are approximate and are dependent on prompt receipt by Seller of all necessary information. Seller may deliver all or any part of Products/ Services as early as 30 days in advance of agreed schedule. The point of delivery shall be FCA Seller's premises, unless otherwise specified by Seller. Upon delivery, all risk of loss or damage to the Products shall pass to Buyer. Title to Products shall pass to Buyer upon payment of the corresponding purchase price in full. Where Buyer notifies Seller that it cannot take timely delivery of the Products, Seller may place such Products in storage, at the risk of Buyer, and Buyer shall reimburse Seller for all reasonable expenses incurred in connection with such storage. Buyer shall dispose of the packing materials for Products at its own expense, and shall defend, indemnify and hold harmless Seller from any legal obligations in connection with such packing waste.

III. PAYMENT

A. The term of payment shall be net 30 days from date of receipt of Seller's invoice, unless otherwise specified. Payments shall be made by Buyer without any deduction or set-off. Unless otherwise agreed, payment shall be made in Euro (€). Seller may charge late payment interest of 5% as provided for under applicable Swiss law.

B. If the financial condition of Buyer is unsatisfactory to Seller, Seller may require full or partial payment in advance, or satisfactory security, in the form of a letter of credit or otherwise. In the event of bankruptcy or insolvency of Buyer, Seller may immediately cancel any Order then outstanding.

III. VARIATIONS IN QUANTITY; CHANGES

Buyer shall accept delivery of quantities greater or smaller than the quantity specified in Order(s), provided that any such variation shall not exceed 5% of the quantity originally specified, or 2 units, whichever is greater. Seller shall not be required to give notice of any such variations other than in the applicable shipping notice and invoice. Seller reserves the option to make changes to Products or

Services which do not affect (i) specifications clearly detailed in any Order (including color, size, or similar), and/or (ii) form, fit, or function, and shall deliver Products to the latest configuration part number at the time of delivery. No Order may be terminated in whole or part without Seller's prior express written consent, which consent shall be in Seller's sole discretion.

V. EXPORT CONTROLS; SANCTIONS; FCPA; UKBA; ANTI-BOYCOTT AND UKCFA

A. Buyer shall not make any disposition of the Products, by way of transshipment, re-export, diversion or otherwise, except as applicable U.S. export and sanctions laws and regulations may expressly permit, and other than in and to the ultimate country of destination specified on Order(s) or declared as the country of ultimate destination on Seller's invoices or in the End Use Statement that Buyer supplies Seller. Seller shall submit export clearance filings based on end use and end user information that Buyer provided to Seller. Failure of Buyer to comply with the requirements specified in this section shall constitute a material default allowing Seller to cancel related Order(s) without liability.

B. 1) The Buyer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or Belarus or for use in the Russian Federation or Belarus any goods supplied under or in connection with any Order.

2) The Buyer shall undertake its best efforts to ensure that the purpose of paragraph (1) is not frustrated by any third parties further down the commercial chain, including by possible resellers.

3) The Buyer 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 paragraph (1).

4) Any violation of paragraphs (1), (2) or (3) shall entitle Seller to seek appropriate remedies, including, but not limited to: termination of the business relationship; and recovery of any losses resulting from such a breach, or the price of the goods exported, whichever is higher.

5) The Buyer shall immediately inform the Seller about any problems in applying paragraphs (1), (2) or (3), including any relevant activities by third parties that could frustrate the purpose of paragraph (1). The Buyer shall make available to the Seller information concerning compliance with the obligations under paragraph (1), (2) and (3) within two weeks of the simple request of such information.

C. Buyer warrants that it shall not violate or cause the Seller to violate the U.S. Foreign Corrupt Practices Act of 1977 (FCPA), as amended, the United Kingdom Bribery Act (UKBA) of 2010, as amended, or their respective implementing regulations in connection with Buyer's sale or distribution of the Products and/or Services. Buyer also warrants that Buyer does not know or have reason to believe that any consultant, agent, representative or other person retained by Buyer in connection with the sale and/or distribution of Products/Services has violated, nor caused Seller to violate the FPCA and/or the UKBA. Where Buyer learns of or has reason to know of any violation of FCPA and/or or UKBA in connection with the sale or distribution of Products/Services, Buyer shall immediately advise Seller.

D. Buyer further warrants that Buyer shall not violate or cause Seller to violate the U.S. Antiboycott Provisions of the U.S. Export Administration Regulations issued pursuant to the U.S. Export Administration Act of 1979, as amended, in connection with Buyer's purchase of Products/Services and that Buyer shall not request or require Seller to make statements or certifications against countries that are not subject to boycott by the U.S.

E. Buyer shall not facilitate tax evasion or fail to prevent tax facilitation in the UK or other countries in accordance with the requirements of the UK Criminal Finances Act 2017 (UKCFA).

VI. WARRANTIES

A. Seller warrants that Products manufactured by Seller, when delivered, shall be free from defects in material/workmanship. Seller warrants that Services shall be performed in accordance with generally accepted industry practice. If the Buyer demands cure of a defect, the Seller may at its sole option repair or replace any part of Products which, if properly installed, used and maintained, proved to have been defective in material or workmanship within 1 year from the date of shipment, or re-performing the Services. Seller warrants for a period of 1 year from the date of shipment that software or firmware, when used with Products, shall perform in accordance with Seller's published specifications. Seller does not warrant, whether on an express or implied basis, that the operations of the software or firmware shall be uninterrupted or error-free, or that functions contained therein shall meet or satisfy the Buyer's intended use/requirements. Buyer shall notify Seller of any defect in the quality or condition of Products (including software/firmware) or Services within 7 days of the date of delivery or performance, unless the defect was not apparent on reasonable inspection, in which case, within 7 days after discovery of the defect. If Buyer does not provide such timely notification, it shall not be entitled to reject Products (including software/firmware) or Services, and Seller shall have no liability for such defect.

B. Seller's warranty obligations shall not apply to Products which (1) have been altered or repaired by someone other than Seller (unless Buyer can prove that the defect is not attributable to the altering or repair), or (2) have been subjected to misuse, neglect, or improper use or application, or (3) are normally consumed in operation, or (4) have a normal life inherently shorter than the warranty period stated therein.

C. No Products may be returned unless authorized in advance by Seller, and then only upon such conditions to which Seller may agree. Buyer must obtain a Return Material Authorization (RMA) number from Seller prior to any return shipment, and such RMA number must appear on the shipping label and packing slip. Buyer shall be responsible for returned Products until such time as Seller receives the same at its facility, and for all charges for packing, inspection, shipping, transportation or insurance associated with returned Products.
D. This section VI sets forth the exclusive remedies and obligations for claims based upon defects in or nonconformity of Products/Services, whether the claim is in contract, warranty, tort (including negligence of any degree or strict liability) or otherwise. The foregoing warranties are in lieu of all other warranties, whether oral, written, express, implied or statutory. No implied or statutory warranties of merchantability or fitness for particular purpose shall apply.

VII. PATENTS / INDEMNITY

If Buyer receives a claim that Products, or part thereof manufactured by Seller infringes a patent, Buyer shall notify Seller promptly in writing and give Seller information, assistance and exclusive authority to evaluate, defend and settle such claim. Where Buyer has furnished specifications/designs for the manufacture of the allegedly infringing Products, Buyer shall defend, indemnify and hold harmless Seller against third-party claims for infringement arising out of Seller's use of such specifications/designs.

VIII. LIMITATION OF LIABILITY

A. Notwithstanding VI. D., Seller shall only be liable for any damages suffered by Buyer in case of Seller's willful misconduct or gross negligence. Any furth liability of Seller is expressly excluded.
B. In any case, the aggregate liability of Seller for all claims, whether in contract, tort (including negligence of any degree and strict liability) or otherwise arising out of, connected with, or resulting from the manufacture, sale, delivery, resale, repair, replacement or use of any Products/Services, shall not exceed the price allocable to the Products/Services or part thereof which gives rise to the claims.
C. These exceptions do not apply in cases of culpable damage to life, body or health nor in cases of mandatory liability.
D. Any action against Seller must be brought within 24 months after cause of action accrues. In any case (except for intent and gross negligence) Seller shall not be liable for any kind of consequential damages (including but not limited to loss of profits or downtime costs).

IX. EXCUSABLE DELAYS

A. Seller shall not be liable for delays in delivery or failure to perform due directly or indirectly to causes beyond Seller's reasonable control including but not limited to: acts of God; war; terrorism; civil commotion; riots; embargoes; government regulations, export license denials, port congestion; acts of or failure to act on the part of Buyer or its agents/employees; fires; floods; sabotage; nuclear incidents; earthquakes; storms; epidemics; pandemics; government action or orders; strikes; lockouts or other labor difficulties.
B. If a delay excused per the above extends for more than 90 days and the parties have not agreed upon a revised basis for continuing providing Products/Services at the end of the delay, including adjustment of the price, then either party (except where delay is caused by Buyer, in which event only Seller) upon thirty (30) days' notice may terminate the Order with respect to the unexecuted portion of the Products/Services.

X. SOFTWARE / TECHNICAL / PROPRIETARY INFORMATION

A. Buyer shall not acquire any rights to any software which may be delivered with Products, except as granted in Seller's standard software license. Any software license granted in connection with Products shall be an interim license, which may be withdrawn, pending payment for Products in full.
B. The purchase of Products shall not include any right to supply of technical information such as drawings or specifications.
C. Proprietary information, including drawings, documents, technical data, reports, software, designs, inventions and other technical information supplied by Seller in connection herewith (hereinafter called "Data"), shall remain Seller's sole property and shall be held in confidence by Buyer. Data shall not be reproduced, used or disclosed to others by Buyer without Seller's prior written consent. Upon completion of Order, Buyer shall promptly return all Data to Seller together with all copies or reprints thereof then in Buyer's possession or control, and Buyer shall thereafter make no future use, either directly or indirectly, of any Data or any information derived therefrom without Seller's prior written consent. The foregoing shall in no way obligate Seller to provide or supply Data.

XI. DIES, TOOLS, PATTERNS

Seller's charges for dies, molds, patterns and the like represent the Buyer's proportionate cost thereof, it being expressly understood that they remain the property of Seller. Modifications made to dies, molds, patterns and the like in order to manufacture Products shall be at the discretion of Seller.

XII. GENERAL

A. The rights and obligations of the Buyer and Seller hereunder shall be governed in all respects by Swiss law. The exclusive forum for adjudication of any disputes shall be the appropriate courts located in Zurich, Switzerland

(Zurich 1). The United Nations Convention on the International Sale of Goods shall not apply.
B. These Terms and Conditions of Sale together with any other terms specifically agreed to in writing by Seller constitute the entire agreement between Buyer and Seller and supersede any prior or contemporaneous representations, agreements, proposals, warranties, or understandings, oral or written, express or implied. No waiver, modification, amendment, rescission or other change to these Terms and Conditions of Sale shall be binding unless specifically agreed to in writing by an authorized representative of Seller.
C. The invalidity, of any part hereof shall not affect the validity of the remainder. The failure of Seller to assert any right at any time hereunder shall not prevent Seller's subsequent assertion of the same or different rights.
D. Except for monetary claims Buyer may not assign any claims arising out of this contract without the prior written approval of the Seller. Buyer may not exercise the right to offset or a right of retention unless the counterclaim is either undisputed or has been ruled final and absolute by court of law.

XIII. PROHIBITION FOR HAZARDOUS USE

Buyer understands and agrees that Products sold hereunder are not intended for application in, and shall not be used by Buyer in the construction or operation of a nuclear installation, a nuclear facility or a nuclear reactor or in connection with use or handling of nuclear material or for any hazardous activity or critical application, where failure of a single component could cause substantial harm to persons or property, unless Products have been specifically approved by Seller for such activity or application. Seller disclaims all liability for loss or damage resulting from such unauthorized use and Buyer shall defend, hold harmless and indemnify Seller against any such liability, whether arising under breach of contract, warranty, tort (regardless of the degree of fault or negligence), strict liability or otherwise.

Where Seller approves the application of the Products in a nuclear facility, the Buyer shall, before the use or provision of such Products, execute a Nuclear Defense and Indemnification Agreement in a form acceptable to Seller.

XIV. STATUTORY REQUIREMENTS

Seller reserves the right to make any changes in the general specifications of the Products which are required for the Products to conform to any statutory requirement.

XV. INVOICE FRAUD PREVENTION

Given the increased risk of invoice fraud, Buyer should treat any notification to change details of Seller’s bank account with suspicion. Seller will not inform or instruct Buyer to make remittance or money transfers to any other beneficiary, address or bank account via email. Always verify a request to update records or change bank account information BEFORE implementing a change or completing the payment. Verify any requested changes by speaking to a known Seller representative.