

General Terms and Conditions Axetris AG

These General Terms and Conditions ("GTC") apply, as long as there is no other agreement in writing, for all sales and deliveries of the company Axetris AG, 6056 Kaegiswil, Switzerland ("AXETRIS"). These GTC shall be deemed to be an integral part of all contracts of sale entered into by the Customer ("Customer") and AXETRIS. If, with an enquiry or an order, other Customer's conditions are made known, these are hereby not recognized.

Description of Products

All details contained in offers, leaflets, drawings and photographs etc. are based on the specifications that are valid at the time of the offer being made. Such details are intended to serve merely for closer orientation and are in no way intended to be understood as guaranteed features or properties of the AXETRIS products in question. The Customer makes use of such data and information at his own risk.

At any time prior to delivery AXETRIS products are subject to alterations and modifications in respect of construction and design that in no way impair the correct functioning of the product or the application intended by the Customer at the time the agreement was entered into. Such modifications do not represent cause for complaint or entitle the Customer to withdraw from the agreement.

Quotation and Acceptance

Our quotations are valid for a period of 30 days from the day of the quotation if no other term is shown. Prices for repeat orders are non-binding. Your orders are legally validated by our confirmation or by confirmation by our appointed distributor/agent, whose content is solely definitive for the contractual relationship. Annulment or alteration of orders following their acceptance is subject to our written consent. Parts already manufactured or undergoing manufacture and tools made especially to fulfill an order will be invoiced by AXETRIS.

Final acceptance is the Customer's responsibility and all relevant tests must be carried out by the Customer to ensure that the goods meet any quality specifications and are fit for the purpose described in the order. In the event of the goods proving unsatisfactory for whatever reason, AXETRIS must be notified, in writing, within 14 days of the goods arriving at the delivery address. The goods must be retained for inspection unless AXETRIS notifies otherwise, and if requested by AXETRIS, an adequate sample of the unsatisfactory goods must be supplied for evaluation. If the Customer fails to notify AXETRIS in time, the goods shall be deemed to have been accepted by the Customer as being in good condition and in accordance with the contract.

Prices

Our prices are Free Carrier Kaegiswil (FCA; Incoterms 2020), exclusive customs duties, taxes (federal, state, local), and any other charges, also in the case of partial deliveries as indicated in the order confirmation unless quoted differently. Customs duties, taxes and any other charges are for the account of the Customer and the Customer will pay or reimburse any such expenses which AXETRIS is required to pay.

Delivery Time/Force Majeure

Our delivery time notifications are made from best estimates, under consideration of our respective delivery situation and production capacities, are approximate only and shall not form part of the contract. Insofar as deliveries are not ex stock, delivery periods must be individually agreed, whereby our written confirmation is decisive.

Delay in delivery through circumstances beyond our control, such as strike, fire, raw materials shortages or other operational disruption, which render the processing of accepted orders impossible or significantly hindered, entitle AXETRIS to extend the delivery period by the duration of the delay.

A delay in delivery does not entitle the Customer to refuse acceptance of the goods, to withdraw from the contract and/or to claim any form of compensation.

AXETRIS is entitled to effect part deliveries and to invoice for these separately.

In the case of on-call orders, not called up within 3 months, AXETRIS reserves the right to insist on immediate receipt or to withdraw from the contract. In both instances a warning is necessary.

Dispatch/Risk Transfer

With the transfer of goods by FCA from AXETRIS facilities in CH-6056 Kaegiswil, Switzerland, to the customer, forwarding agent, carrier or other person charged with the processing the risk passes to the Customer. If the goods are announced as being ready for dispatch and the dispatch is delayed for reasons beyond the control of AXETRIS, AXETRIS reserves the right but not the obligation to decide on suitable measures to preserve the goods at the Customer's cost and the risk in the goods shall pass to the Customer and delivery shall be deemed to have taken place.

Payment Conditions / Default

Payments shall be made in CHF. The purchase price is to be paid net without set-off or deductions of any kind. Should the time limit for payment be exceeded, the Customer is in default, no notice or reminder from AXETRIS being necessary.

When the Customer is in default, default interest shall apply from the due date at the level of the current CHF 3 months Libor rate of the Swiss National Bank plus 5% and a processing fee of 3%. This shall not affect the right of AXETRIS to require compensation for any further loss due to this delay.

The non-delivery of insignificant parts of an order or any claims under the terms of the warranty vis-à-vis AXETRIS do not entitle the Customer to postpone or withhold due payments.

In the event of delay in acceptance on the part of the Customer, the entire purchase price or the remainder thereof becomes due for immediate payment.

The Customer is expressly prohibited from setting off payment against counter-claims unless such counterclaim has been recognized by AXETRIS or has been finally adjudicated by a competent court of law or arbitral tribunal.

If a Customer has been in default with payments in the past, AXETRIS may request that Customer procures a bank guarantee, L/C or similar instrument (subject to

approval by AXETRIS) to secure the payment prior to shipment of the deliverables

If a Customer does not comply with their liability to pay or if AXETRIS becomes aware of circumstances that place his creditworthiness in question, all residual claims immediately become payable. AXETRIS has the right to withdraw from the contract or to demand securities or prepayment for further deliveries. Costs arising from the collection of liabilities are to be paid by the Customer.

Retention of Ownership

Goods delivered remain our property until the payment of the full purchase price and other receivables from previous deliveries. They may not be pledged or have their ownership transferred. If the delivered goods are combined with other items, then the Customer relinquishes to us his ownership or, respectively, co-ownership of the new object immediately upon its creation. If the Customer sells the delivered goods, he relinquishes all outstanding claims with all additional rights at the moment of their creation to AXETRIS until payment is made in full. The Customer herewith empowers AXETRIS to have the reservation of property recorded in the appropriate official register at the expense of the Customer.

Warranty

AXETRIS hereby warrants that the Products delivered under this Agreement will be free from defects in material and workmanship.

The products are warranted to the original Customer for a period of one (1) year from the original purchase date. Warranty coverage is conditioned upon Customer furnishing AXETRIS with adequate written proof of the original purchase date.

The warranty is void if: (i) defects in materials or workmanship or damages result from repairs or alterations which have been made or attempted by; (ii) the damage is due to improper use improper product integration or improper maintenance, (iii) attempt of disassembling and (iv) disassembling of the product.

During the above one-year warranty period, should the product exhibit a defect in materials or workmanship, such defect will be repaired when the complete product is returned, DDP place of destination (Delivered Duty Paid) to AXETRIS or an authorized service center. Other than the DDP requirement, no charge will be made for repairs covered by this warranty.

The above is the only warranty of any kind, either express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose that is made by AXETRIS for the Products. No oral or written information or advice given by AXETRIS shall create a warranty or in any way increase the scope of this warranty.

Trademark Protection

All rights to products, in particular trademark rights and copyright, such as publication, reproduction, processing and exploitation rights, remain the property of AXETRIS and are not affected by the contract at hand. Products are distributed through the worldwide registered and protected word and image trademark "AXETRIS". The Customer receives no rights to the brand. Brand rights, in particular trademark rights and copyright, such as publication, reproduction, processing and exploitation rights remain the exclusive property of AXETRIS and are not affected by the contract at hand. Any and every modification of the trade name is expressly prohibited. In particular, no logos or name labels may be removed, obscured or otherwise altered on any AXETRIS product or documentation. The AXETRIS patterns and logos are to be used exclusively.

Copyright Protection

All rights to the intellectual property associated with the goods remain the property of AXETRIS. The Customer agrees not to reverse engineer or create derivative works of the goods.

Liability

AXETRIS's liability arising out of this Agreement shall not exceed the price paid by the Customer for the product concerned. In no event shall AXETRIS be liable for costs of procurement of substitute goods by anyone. In no event shall AXETRIS be liable to the Customer or any other entity for any special, consequently, incidental, or indirect damages or lost profits, however caused, whether for breach of contract, negligence or otherwise, and whether or not AXETRIS has been advised of the possibility of such damage. These limitations shall not apply in case of willful intent or gross negligence by the Axetris.

Governing Law and Court of Jurisdiction

This Agreement shall be governed by and construed under the laws of Switzerland, to the exclusion of the UN convention on Contracts for International Sale of Goods.

All disputes arising out or in connection with this Agreement shall be submitted to the exclusive jurisdiction of the court with jurisdiction for Kaegiswil, Switzerland.

Miscellaneous

If a preceding agreement is annulled by written agreement or for other reasons become legally ineffective, all other agreements still remain valid. In place of the legally ineffective provision, an equivalent contractual interpretation applies as an allowable and valid provision.

Amendments to the General Conditions

All amendments to these General Conditions together with any contradictory or supplementary agreements must be made in writing.