

GENERAL TERMS AND CONDITIONS of Caynova AG (hereinafter "CAYNOVA")

1. General

The agreement and any amendments must be made in writing and will become effective only upon the receipt of CAYNOVA's written confirmation that it accepts the order (hereinafter "Order Confirmation"). These general terms and conditions are an integral part of any agreement, unless expressly declared as not applicable. Any other (general or specific) conditions by the customer are only valid and part of the agreement if CAYNOVA has accepted them expressly in writing. CAYNOVA is entitled to revoke any offer which has not been accepted within three (3) weeks after the date of dispatch.

2. Scope of delivery and services

- 2.1. The deliveries and services of CAYNOVA are exclusively determined by the Order Confirmation including any of its annexes. CAYNOVA's delivery and performance obligations are deemed fulfilled if and when the deliverables comply with the agreed written specifications (in particular with any plans) or the services correspond to the service description agreed in writing.
- 2.2. CAYNOVA's brochures and catalogues are not binding. Any specifications in technical documents are only binding, if they are expressly warranted in the Order Confirmation or the specifications. The customer undertakes to review the technical documents and inform CAYNOVA in writing without delay, but not later than 7 calendar days after receipt of the documents, of any change requests or additional requirements.

3. Requirements and specifications of the customer

The customer must inform CAYNOVA about the requirements and specifications which may affect the performance of the deliveries and services no later than at the time of the order. If these requirements and specifications differ from CAYNOVA's offer, they are only deemed agreed upon if CAYNOVA confirms this to the customer in writing.

4. Changes to orders

The customer may request to change an order, subject to customer accepting the corresponding changes to compensation and deadlines, provided that CAYNOVA receives the change request in good time, considering the progress of the order in question (in particular the stage of development in case of development projects). Any change to an order is only deemed agreed if CAYNOVA confirms this to the customer in writing.

5. Delivery terms and conditions

- 5.1. All of CAYNOVA's deliveries and prices are net ex works pursuant to Incoterms 2020, meaning in particular that benefit and risk passes to the customer upon dispatch. If the dispatch is delayed at the request of the customer or for other reasons for which CAYNOVA is not responsible, the risk passes to the customer at the time originally intended for delivery ex work. From this time on, the deliveries are stored at the expense and risk of the customer.
- 5.2. The delivery tolerance for small items is +/- 5% of the order quantity.
- 5.3. Any delivery and performance obligations are subject to the specific condition that all necessary authorizations, including export, transit and import permits, pursuant to the corresponding statutory and other requirements, are timely made available. The failure of the renewal or withdrawal of any official authorizations required shall be considered as a force majeure event and releases CAYNOVA from all obligations towards the customer.

6. Price adjustments

CAYNOVA reserves the right to adjust prices accordingly if wage rates or material prices change between the time of the offer and the contractual fulfillment of the order.

7. Payment terms

- 7.1. Payments shall effectively be made in the currency stated in the offer or, if deviating, in CAYNOVA's Order Confirmation. Payments must be made by the customer in accordance with the agreed upon payment terms applicable at the domicile of CAYNOVA without deducting any discount, taxes, dues, fees, duties or similar costs and expenses, unless such deduction has been agreed upon in writing. All taxes (in particular value added taxes assessed abroad), dues, fees, custom duties and similar levies which are assessed by non-Swiss authorities as well as all bank charges are borne by the customer.
- 7.2. Unless agreed otherwise in writing, all invoices of CAYNOVA are due and payable net and within thirty (30) calendar days after the date of issuance. If the customer does not pay by the due date, then the customer is in default from the due date onwards without any notice or reminder being required (*Fixgeschäft*) and pay default interest at a rate of 5% per year.
- 7.3. In any such case CAYNOVA reserves the right to hold back any outstanding deliveries or services up to the date of full payment. CAYNOVA is authorized to make deliveries only against pre-payment or adequate collateral. If the customer does not make or deliver any pre-payments or adequate security until the deadline stated in the Order Confirmation, CAYNOVA is authorized to terminate some or all related contracts fully or partially. The right to claim further damage remains reserved.

8. Retention of title

CAYNOVA keeps title to all its deliveries until it has received all payments in full pursuant to the agreement. The customer is obliged to cooperate with respect to any measures necessary to protect CAYNOVA's property; in particular, by entering into an agreement, the customer authorizes CAYNOVA to record a retention of title or enter a priority notice in public registers, books, or similar in accordance with the applicable national laws and the customer undertakes to complete all formalities in connection therewith at its own expense. During the period of retention of title, the customer will maintain the delivered items at the customer's own expense

and will insure them against theft, breakage, fire, water and other risks in favor of CAYNOVA. Furthermore, the customer will take all measures required to ensure that CAYNOVA's title claim is neither impaired nor cancelled. If the customer violates his obligations, he is liable to pay damages to CAYNOVA.

9. Delivery date

Any statements in the Order Confirmation as to dates or deadlines are nonbinding estimates. If CAYNOVA's delivery or performance is late, the customer must grant a reasonable grace period. If CAYNOVA cannot fulfill the order during this grace period due to its own fault, then the customer is entitled to refuse receipt of the delayed portion of the delivery. If it would be unreasonable for the customer to accept a partial delivery, then the customer has the right to rescind the agreement and to demand the return of any payments against the return of any deliveries already made, provided the customer declares this immediately in writing. The customer is not entitled to any rights or claims due to delayed delivery with the exception of those expressly stated in this provision. This limitation applies if CAYNOVA acted intentionally or grossly negligent, provided, however, that it applies to intentional or grossly negligent acts of any auxiliary person (*Hilfspersonen*).

10. Installation and mounting

CAYNOVA provides to customer the necessary employees at the prevailing rates at the time of work subject to a separate agreement. CAYNOVA charges the customer for working hours, travel and waiting time, the expenses for travelling to and from the destination, room and board as well as transport costs. The customer provides the required assistant staff and aids for the installation or mounting free of charge.

11. Inspection and acceptance of deliveries and services

- 11.1. The customer must, within seven (7) calendar days, inspect the deliveries and services for damages, defects, completeness and correctness and notify CAYNOVA of any possible complaints in detail and in writing, specifying the defects in detail. If the customer fails to do so, the deliveries and services are deemed approved. CAYNOVA decides based on the circumstances whether an on-site inspection or a return of the deliveries is adequate. CAYNOVA informs the customer immediately after receipt of the notification of defects if the customer must return the goods in the original or equivalent packaging. The customer authorizes CAYNOVA to investigate any notified complaints on the premises of the customer. Goods which are subject to a complaint are to be returned to CAYNOVA immediately in the original or equivalent packaging.
- 11.2. Any defects which could not be discovered by a careful acceptance inspection must be notified to CAYNOVA in writing, specifying the defects in detail, within fourteen (14) calendar days of their discovery, otherwise the delivery or service is deemed accepted also with respect to such defects.
- 11.3. In the event of a deviation from the agreement, the customer must grant CAYNOVA the opportunity to rectify these within a reasonable grace period. Subsequently, a joint acceptance inspection takes place. If this again shows significant deviations from the agreement, then the customer is entitled to request a reduction in price. However, if the defects or deviations noticed during this inspection are so severe that the deliveries and services are not usable or only usable to a significantly reduced degree for the known purpose, then the customer is entitled to refuse the acceptance of the defective portion or, if a partial delivery is economically unreasonable, the customer can rescind the agreement. CAYNOVA can only be obligated to reimburse the amounts which were paid for the parts affected by the refusal or rescission.
- 11.4. The customer does not have any right to refuse acceptance due to minor defects, in particular those which do not significantly impair the functionality of deliveries or services, or due to partial delivery. If the customer refuses acceptance he is in default. In this case CAYNOVA is authorized to deliver the deliverables at the expense and risk of the customer to a warehouse for storage.
- 11.5. The acceptance is deemed carried out if the acceptance inspection cannot be carried out on the scheduled date for reasons not caused by CAYNOVA, if the customer refuses acceptance without being entitled to do so, if the customer refuses to sign the acceptance report, or as soon as the customer uses the deliveries or services of CAYNOVA.
- 11.6. The notification of any defects does not authorize the customer to withhold payment for defective deliverables.
- 11.7. The customer does not have any other rights or claims due to non-performance or inadequate performance by CAYNOVA except of those expressly specified in sections 12 and 13 hereafters.
- 12. Warranty**
- 12.1. For deliverable items, the warranty period is twenty-four (24) months for characteristics expressly designated as "warranted characteristics" in the Order Confirmation or in the specifications. CAYNOVA is liable for damages which are proved to have occurred before the expiry of the warranty period due to the absence of such a warranted characteristic, defective materials or faulty construction. Any further warranty by CAYNOVA is excluded. In particular, CAYNOVA is not liable for damages caused by ordinary wear and tear, improper handling (including storage), excessive wear and tear, improper processing or unintended or incorrect use.
- 12.2. The warranty period starts upon dispatch of the delivery ex works. If dispatch, acceptance or installation is delayed for reasons not caused by CAYNOVA, the warranty period starts upon notification of readiness for dispatch. The warranty expires prematurely if the customer or third parties undertake modifications or repairs, or in the event of a defect if the customer does not use immediately all suitable means to mitigate the damage and does not afford CAYNOVA the opportunity to provide replacement or repair in accordance with the following paragraph.
- 12.3. The customer must notify CAYNOVA in detail of any breaches of warranty in writing within seven (7) calendar days after discovery. If the customer fails to notify timely, it is liable for any damage caused or aggravated by

the delay. CAYNOVA agrees to rectify or replace, at its own discretion, as soon as possible any parts of CAYNOVA's delivery which do not comply with a warranted characteristic during the warranty period. For replaced parts, the original warranty period continues (no new start). CAYNOVA pays the costs of the rectification or replacing.

- 12.4. If an acceptance inspection has been agreed, this warranty is deemed complied with and any warranty claim will be excluded if the warranted characteristics have been verified during this inspection. In case that the warranted characteristics are not or only partially fulfilled pursuant to the inspection, the customer only has a right to require rectification by CAYNOVA. The customer must grant CAYNOVA the time and opportunity necessary for this purpose. If the rectification is not or only partially successful, the customer then has a right to request a reasonable reduction in price. If the defect is major and the deliveries and services therefore not, or only in a very limited manner usable for the known purpose, the customer has the right to refuse acceptance of the defective part or to rescind the agreement, if the partial acceptance is economically not reasonable. In this case, CAYNOVA may only be obligated to reimburse the amounts already paid for the parts with respect to which the rescission is declared.

13. Non-performance, partial performance, consequences

- 13.1. In all cases of partial performance or non-performance not expressly addressed in these general terms and conditions, the customer is required to allow CAYNOVA to remedy the non- or partial performance within a reasonable grace period.

- 13.2. If CAYNOVA does not provide remedy during this reasonable grace period due to its own fault, then the customer is entitled to rescind the agreement with respect to the relevant deliveries or services and may demand repayment of any amounts already paid for the relevant part, if the customer declare so in writing immediately. In such an event, the customer's possible claim for damages is limited to 10% of the contract price of the deliveries and services rescinded.

14. Termination of the agreement by CAYNOVA

Where unforeseen events significantly modify the economics or the content of the deliveries or services, or significantly impair CAYNOVA's work, as well as in the event of performance becoming impossible, the agreement will be amended appropriately. If this is commercially not feasible, CAYNOVA is entitled to terminate the agreement or the affected parts of the agreement. If CAYNOVA wishes to terminate the agreement, it must notify the customer in writing promptly after impact of the relevant event is fully known. In case of a termination, CAYNOVA is entitled to be compensated for any deliveries and services it has already provided. Any damage claims of the customer due to such termination of the agreement are excluded.

15. CAYNOVA's limitation of liability

- 15.1. All cases of breach of contract and their legal consequences as well as all claims by the customer, whatever legal basis or theory they are based on, are exclusively covered by these general terms. In particular, any claims for damages, reduction of price, termination of the agreement, or contact rescission are excluded, unless these general terms provide an explicit basis for such claim.

- 15.2. For claims of the customer due to inadequate advice or the like or due to violation of any secondary obligations, CAYNOVA will only be liable if it acted intentionally or grossly negligent, and only if CAYNOVA has been compensated for the relevant service.

- 15.3. Customer has not claim for damages which are not actual damages to the delivered item itself, hence excluded are in particular any claims for production outages, loss of orders, loss of use, recall costs, claims of third parties due to violations of intellectual property rights, unrealized cost savings, loss of profit and other indirect or consequential damages (including fines, punitive or exemplary damages and multiple damages). This liability exclusion does not apply to the extent CAYNOVA acts intentionally or grossly negligent, however it applies to intentional or grossly negligent acts of any auxiliary person (*Hilfspersonen*). Furthermore, this liability exclusion does not apply to the extent it violates mandatory law.

16. Independence

Both CAYNOVA and the customer are independent enterprises. No party is entitled to act in the name of, or on the account of the other party, or enter into obligations for the other party, without prior written agreement.

17. CAYNOVA's right of recourse

If damage is caused by the actions or omissions of the customer or the customer's auxiliary person and if a claim is filed against CAYNOVA for this reason, then CAYNOVA has a right of recourse against the customer.

18. Assignment

CAYNOVA entitled to assign or to transfer any rights and obligations under this agreement with the customer in whole or in part to any third party without the customer's consent.

19. Intellectual property rights

All intellectual property rights to any material developed, designed or created by CAYNOVA (including plans and technical documents), including copyrights, personal rights, models, patents, designs, utility patterns, trademarks, names and company names as well as any know-how belongs to CAYNOVA and may not be copied or otherwise used, except for the use contractually agreed between the parties.

20. Confidentiality

This agreement, offers, Order Confirmations and all other important documents and information which are disclosed by CAYNOVA to the customer, his agents, employees or subcontractors (including plans and technical documents) are treated confidential. The disclosure and use thereof must be limited to such persons who have a need to know the

relevant information for the fulfillment of their duties and the customer may not disclose such information or data to third parties without prior written authorization by CAYNOVA.

21. Data protection

CAYNOVA is entitled to process personal data of the customer to fulfill the agreement and for maintaining the business relations. The customer agrees in particular that CAYNOVA may also disclose such data to third parties in Switzerland and abroad for the purpose of processing and maintaining the business relations.

22. Place of performance, jurisdiction, and applicable law

Place of performance and jurisdiction is **Langenthal, Switzerland**. However, CAYNOVA is entitled to bring any legal action against the customer at the customer's domicile. The legal relation is subject to **Swiss law**. The Vienna Convention on Contracts for the International Sale of Goods dated April 11, 1980 is excluded.

Caynova AG

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