

General Terms and Conditions of Innotas Group AG

1. Scope

- 1.1. These General Terms and Conditions (GTC) apply to all sales of Innotas Group AG (Innotas).
- 1.2. These General Terms and Conditions shall not apply if the Buyer acquires the purchased item for personal, family or household use and Innotas knew or should have known this at the time the contract was concluded or should have known at the time of conclusion of the contract.
- 1.3. These GTC apply to all offers and deliveries of Innotas. They shall also apply to all future contracts with the Buyer, even if they are not expressly agreed upon again.
- 1.4. Any provisions in the Buyer's terms and conditions that conflict with or deviate from these terms and conditions shall only apply if Innotas expressly agrees to their application in their validity in text form (e.g. in writing or by e-mail).
- 1.5. If Innotas and the Buyer agree on provisions deviating from individual provisions of these GTC, the validity of the remaining provisions of these GTC shall not be affected

2. Conclusion of contract, offer documents

- 2.1. The offer made by Innotas is non-binding.
- 2.2. The prices published by Innotas are to be taken from the respective current price sheets and shall apply for the correspondingly designated period. Illustrations and drawings in brochures, advertising material and price lists as well as the data contained therein, e.g. concerning material dimensions, shapes alone do not constitute a legally binding offer. Prices are subject to change. In case of uncertainty, Innotas will be pleased to submit a written offer upon request. Errors and omissions excepted, unless expressly stated as binding.
- 2.3. The documents belonging to the offer do not constitute a guarantee of quality or durability.
- 2.4. The documents of Innotas are intended for the Purchaser only and may not be disclosed to third parties without the consent of Innotas.
- 2.5. The purchaser shall inform Innotas prior to the conclusion of the contract if the delivered goods are not intended to be used exclusively for normal purposes or if they are to be used under conditions which are unusual or pose a particular risk to health, safety or the environment, or which require increased stress, or if the contract may involve untypical damage possibilities or unusual damage amounts which are known or should be known to the purchaser.
- 2.6. The Buyer shall be bound to an order for two weeks from the date of receipt by Innotas.
- 2.7. The contract shall be concluded either by sending our order confirmation in text form (e.g. by e-mail or in writing) or by fulfilling the order, whichever occurs first.

3. Delivery periods and non-availability of the service

- 3.1. The delivery period shall be agreed individually or shall be specified by Innotas upon acceptance of the order.
- 3.2. Subject to clause 3.3 below, the delivery period shall commence upon dispatch of the order confirmation by Innotas.
- 3.3. If the purchaser is obliged to procure certain documents, such as permits, releases,

etc., himself or to make a down payment, the delivery period shall commence at the earliest when all documents to be procured by the purchaser have been received by Innotas or a down payment to be made has been received by Innotas..

- 3.4. The delivery period shall be deemed to have been complied with if the delivery has been effected in accordance with the agreed clause of Incoterms 2020.
- 3.5. If Innotas is unable to meet binding delivery dates for reasons beyond its control and which Innotas could not foresee at the time of conclusion of the contract or which Innotas could not avoid or overcome (cause of impediment), Innotas shall inform the Buyer thereof without undue delay and at the same time notify the Buyer of the expected new delivery date. If the service is still not available within the new delivery period, Innotas shall be entitled to withdraw from the contract in whole or in part; Innotas shall immediately refund any consideration already paid by the Buyer. In particular, force majeure (clause 4) and the failure of Innotas to receive its own supplies in spite of a timely order or if neither Innotas nor the supplier has any influence on the reason for the impediment shall be deemed to be a reason for impediment.
- 3.6. The existence of a breach of contract due to delay in delivery shall be determined in accordance with the statutory provisions. In any case, however, a reminder with a reasonable deadline must be sent by the Buyer.
- 3.7. In case of breach of contract due to delay in delivery, Innotas' liability for damages shall be limited to 0.5% of the net order value for each full week of delay, but not more than 5% of the net order value. If the Purchaser claims damages in the aforementioned cases in addition to the cancellation of the contract, this claim for damages shall be limited to 10% of the net order value. The limitations of liability according to the above sentences 1 and 2 shall not apply in case of intent or gross negligence, nor in case of injury to life, body or health.
- 3.8. In case of partial default or partial impossibility, the Buyer may cancel the entire contract and claim damages only if the partial default is a material breach of the contract.

4. Force majeure

- 4.1. "Force Majeure" means the occurrence of an event or circumstance that prevents a party from performing a contractual obligation if and to the extent that the party affected by the hindrance (hereinafter "the affected party") proves (a) that such hindrance is beyond its reasonable control and (b) that the effects of the hindrance could not reasonably have been avoided or overcome by the affected party. For the purposes of subparagraph (a), an impediment includes, but is not limited to, wars, civil wars, insurrections, acts of terrorism, piracy, currency and trade restrictions, embargoes, sanctions, governmental measures and orders, expropriation, epidemic, pandemic, natural disasters, fire, unless the non-affected party proves otherwise.
- 4.2. If a party fails to perform its contractual obligation due to the failure of a third party which it has commissioned to perform the whole or part of the contract (including subcontractors), the party may invoke force majeure only to the extent that the conditions set forth in clause 4.1 are met for both the party and the third party.
- 4.3. Insofar as Clause 4.1 or 4.2 is fulfilled, the party concerned shall be released from the contractual obligation and from any liability for its breach from the time at which the impediment causes the inability to perform and to the extent that the impediment prevents performance, provided that it notifies the other party thereof without undue delay. If the notification is not made immediately, the exemption shall not take effect

until the date on which the notification is received by the other party. The other party may suspend the performance of its obligations, if any, as of the date of the notification.

- 4.4. If the effect of the asserted impediment or event is temporary, Clause 4.3 shall apply only as long as the asserted impediment prevents the performance of the contractual obligation by the affected party. The affected party shall notify the other party as soon as the obstacle in question no longer exists.
- 4.5. The affected party is obliged to remedy the force majeure as far as possible and to limit its effects as far as possible.

5. Delivery, transfer of risk, partial delivery

- 5.1. The agreed Incoterms clause shall apply to delivery and transfer of risk. Incoterms 2020 shall apply.
- 5.2. If the shipment is delayed due to reasons beyond Innotas' control, in particular due to the Purchaser's request, the risk shall pass to the Purchaser upon provision of the purchased item and receipt of the notification of readiness for shipment; this shall also apply if another delivery clause has been agreed upon. Innotas shall, however, be obliged to effect such insurance as the Purchaser may request and at the Purchaser's expense. The Buyer's payment obligations shall remain unaffected.
- 5.3. If the shipment is delayed at the Buyer's request, the Buyer shall reimburse Innotas for the costs of storage of the purchased goods or, if the goods are stored in Innotas' warehouse, the Buyer shall pay the storage costs customary in the place of storage.
- 5.4. If the purchased goods are shipped at the Purchaser's request, Innotas shall, in case of doubt, choose the shipping route and means of shipment, without Innotas assuming any liability for the cheapest shipment.
- 5.5. Packaging shall be charged at cost.
- 5.6. Innotas shall be entitled to effect partial delivery and partial performance to the extent that this is reasonable for the Purchaser and the Purchaser has an objective interest in the partial delivery.

6. Prices, terms of payment

- 6.1. All prices are quoted in EURO/CHF/USD (will be adjusted in individual cases) in accordance with the agreed clause of Incoterms 2020 at the agreed place of delivery plus applicable value added tax.
- 6.2. The purchase price must be transferred in advance without deductions or costs to the account specified on the invoice; the date on which the credit entry is received in our account shall be decisive.
- 6.3. For special models (products which deviate from the standard products due to individual Buyer's wishes), the terms of payment specified in the order confirmation shall apply.
- 6.4. If the Buyer fails to meet the payment deadline, he shall pay interest on arrears in the amount of 9 percentage points above the base interest rate of the European Central Bank as liquidated damages. The contracting parties reserve the right to prove a significantly higher or significantly lower damage.
- 6.5. Offsetting against counterclaims shall only be permitted if these are based on the same contractual relationship or have been legally established or are undisputed.
- 6.6. The Buyer shall only be entitled to withhold payments due to valid and due counterclaims from the same contractual relationship.

7. Transfer of ownership, securing the purchase price claim

- 7.1. In the event that cash payment or advance payment has been agreed, ownership shall already pass to the Buyer in full upon delivery.
- 7.2. If a retention of title does not exist at the place of destination of the delivery according to the following provisions, the Buyer shall provide Innotas with another functionally equivalent means of security (e.g. letter of credit or bank guarantee).
- 7.3. If a reservation of title is recognized at the place of destination of the delivery, Innotas shall retain title to the object of purchase until full payment of the purchase price as defined in clauses 6.1 and 6.2 (hereinafter "Reserved Goods").
- 7.4. The Buyer is obliged to take all necessary measures to maintain this retention of title or a functional retention of title recognized in the country of destination (seat of the Buyer). If the Buyer violates this obligation, this shall constitute a material breach of contract.
- 7.5. The Buyer is obliged to treat the reserved goods with care, in particular to insure them adequately at replacement value against fire, water and theft damage at its own expense.
- 7.6. In case of seizure, confiscation, damage and/or loss of the delivered goods, the Buyer shall immediately notify Innotas; a breach of this obligation shall give Innotas the right to terminate the contract. The Purchaser shall bear all costs incurred for the successful lifting of an attachment and, if applicable, for the successful recovery of the Retained Goods, unless they can be recovered from third parties.
- 7.7. If Innotas has effectively rescinded the Contract, Innotas shall be entitled to take back the Retained Goods if it has threatened to do so within a reasonable period of time. The costs incurred by the exercise of the right of repossession, in particular for transport, shall be borne by the Purchaser. Innotas shall be entitled to realize the goods subject to retention of title taken back and to satisfy its claims from the proceeds thereof, provided that such realization has been threatened with reasonable notice in advance. If the proceeds exceed the outstanding claims arising from the contractual relationship, this surplus shall be released to the Purchaser.

8. Examination and notification of defects

- 8.1. The Purchaser shall inspect the delivered items and, if applicable, the documents sent to it, or have them inspected, without delay after taking delivery thereof.
- 8.2. Innotas shall not be liable for any lack of conformity of the delivered items and/or documents, without the Purchaser being entitled to claim any excuse in this respect, if the Purchaser fails to notify Innotas in writing of such lack of conformity without undue delay, but no later than within 7 working days (Saturday shall not be deemed to be a working day) after it has discovered or should have discovered such lack of conformity, specifying the nature of the lack of conformity, irrespective of the Purchaser's reasons for non-compliance with these requirements. The Purchaser's notice of defect must have been sent by the Purchaser within the aforementioned period; it is furthermore required that Innotas has actually received the notice of defect sent in due time.
- 8.3. By negotiating a complaint, Innotas shall in no case waive the objection of late, insufficient or unfounded notice of defects.
- 8.4. The Purchaser shall in any case lose the right to invoke the lack of conformity of the Product if he does not notify Innotas of such lack of conformity within 24 months after

the actual delivery of the Product.

9. Lack of conformity of the delivered item

- 9.1. In case of a lack of conformity of the delivered item or documents, Innotas shall be entitled to remedy such lack of conformity even after the agreed delivery time by repair or - in case of a material breach of contract - by replacement. The right to refuse performance under the statutory conditions remains unaffected.
- 9.2. There shall be no breach of contract in the event of unsuitable or improper use and storage, faulty assembly or commissioning by the Purchaser or third parties commissioned by the Purchaser, natural wear and tear, faulty or negligent handling or maintenance in accordance with the documentation, chemical, electrochemical or electrical influences.
- 9.3. Replacement delivery or rectification of defects shall not cause the period pursuant to Section 8.4 to start anew.
- 9.4. Claims arising from legal supplier recourse are excluded.
- 9.5. The Purchaser shall give Innotas the time and opportunity necessary for the owed subsequent performance, in particular to hand over the rejected items for inspection purposes. If, after a notice of defect by the Buyer, a lack of conformity of the delivery item cannot be established, the Buyer shall reimburse Innotas for the costs incurred in connection with the inspection of the delivery item.
- 9.6. In case of replacement delivery, the Buyer shall return the defective items to Innotas in accordance with the statutory provisions.
- 9.7. If the Buyer has granted Innotas a reasonable grace period for performance of the contract and the performance of the contract has not been effected within such period or is unjustifiably refused by Innotas, the Buyer shall have the right to reduce the purchase price or - in case of a material breach of contract - to demand the termination of the contract. There shall be no material breach of contract if Innotas remedies the lack of conformity within a reasonable grace period set by the Purchaser, which must be at least six weeks. In case of special models (clause 6.3) a longer grace period must be expected, as these products may have to be re-produced.
- 9.8. The reduction of the purchase price shall be limited in amount to the damage suffered by the Purchaser.
- 9.9. Complaints about partial performances shall not entitle the Buyer to reject the remaining performances, unless the Buyer is entitled to withdraw from the entire contract due to the defective partial performance.
- 9.10. Innotas shall be liable for damages due to non-conformity of a delivered item only within the limits set forth in Clause 10.

10. Scope of liability

- 10.1. Innotas shall be liable without limitation for damages resulting from injury to life, body or health caused by a negligent breach of duty by Innotas or by an intentional or negligent breach of duty by its legal representative or vicarious agent, and in case of strict liability prescribed by law, in particular under the Product Liability Act and in case of warranty liability.
- 10.2. Innotas shall be liable for any other damage resulting from an intentional or grossly negligent breach of duty by Innotas or from an intentional or grossly negligent breach of duty by its legal representative or vicarious agent. In this case, liability shall be limited to the typically foreseeable damage at the time of the conclusion of the

contract.

- 10.3. In all other cases of liability, claims for damages due to the breach of a contractual obligation shall be limited to the amount of our insurance in the amount of EUR 5 million. In the event that a higher damage is to be expected, Innotas shall inform the Purchaser thereof prior to conclusion of the contract in accordance with clause 2.5.
- 10.4. Innotas shall not be liable for consequential damages, additional expenses, loss of profit or other pecuniary financial loss of the Purchaser.
- 10.5. The limitation of liability in case of late delivery according to clause 3.6 shall remain unaffected.
- 10.6. Innotas' liability shall be excluded in all other cases.
- 10.7. Insofar as Innotas' liability is excluded or limited, this shall also apply to the personal liability of its employees, representatives and other agents.
- 10.8. The terms "damage" or "claims for damages" in these GTC also include claims for reimbursement of futile expenses.

11. Limitation

- 11.1. The statutory period of limitation shall apply.

12. Deterioration of assets and creditworthiness

- 12.1. If the Buyer's assets deteriorate after the conclusion of the contract, the statutory provisions of the UN Sales Convention shall apply.
- 12.2. The same shall apply if facts become known to Innotas after conclusion of the contract which give rise to justified doubts about the solvency or creditworthiness of the Buyer, unless the Buyer can prove that Innotas was already aware of these facts at the time of conclusion of the contract.

13. Property rights

- 13.1. In case of delivery of items manufactured by Innotas according to drawings, models or other information provided by the Buyer, Innotas shall not be liable for the infringement of third party intellectual property rights. The Purchaser shall indemnify Innotas against any claims of third parties.
- 13.2. Innotas warrants that the Purchased Goods do not infringe any third party intellectual property rights in the territory of the EU and EFTA. In case of infringement of third party intellectual property rights, Innotas shall be liable only in accordance with the statutory provisions. In no case of infringement of third party intellectual property rights Innotas shall compensate the Purchaser for lost profit.

14. Place of performance, choice of law and place of jurisdiction

- 14.1. The place of performance for deliveries and payments shall be Tägerwilten, CH.
- 14.2. These Terms and Conditions of Export and the entire legal relationship between Innotas and the Purchaser shall be governed exclusively by Swiss law, including the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 14.3. The place of jurisdiction for all disputes arising from the contractual relationship shall be the registered office of Innotas. Innotas may, however, also assert claims in the statutory place of jurisdiction of the Purchaser.

15. Severability clause

- 15.1. The invalidity of one or more provisions of these GTC shall not affect the validity of the remainder of the contract.
- 15.2. The parties are obliged to replace the invalid provision with a provision that comes closest to the economic purpose of the contract. The same shall apply to any loopholes that may occur.