

ALIVION GENERAL TERMS AND CONDITIONS

FOR SALE OF GOODS

1 GENERAL

- 1.1 Any order sent to Alivion by the Purchaser shall be accepted entirely at the discretion of the Seller and, if accepted, be exclusively subject to these General Terms and Conditions for Sales of Goods (abbreviated in the following as 'GTC'), unless otherwise agreed with Alivion in writing.
- 1.2 Each order which is so accepted shall constitute an individually legally binding contract between Alivion and the Purchaser (denoted hereafter as 'Contract').
- 1.3 These GTC shall override any contrary or additional terms contained in any order form, order acceptance, contracts, other documents or correspondences from the Purchaser, unless accepted in writing by Alivion.
- 1.4 All supplied goods by Alivion shall be in accordance with the specifications or descriptions (if any) expressly listed in the Contract. No other specifications, written or oral representations, correspondences or statements, promotional or sales material shall form part of or be incorporated by reference into the Contract.
- 1.5 It is the sole responsibility of the Purchaser to ensure that goods of Alivion are suitable and appropriate for the intended use.

2 PRICES AND PAYMENT

- 2.1 Unless otherwise agreed, all prices shall be net EXW Bisingen, Germany (Incoterms 2020), or if so indicated, EXW from such other place as indicated in Alivion's quotation or price list.
- 2.2 Prices specified in marketing materials or other documents are subject to change without notice.
- 2.3 Payments shall not be deemed to have been effected before Alivion's account has been fully and irrevocably credited.
- 2.4 The Purchaser shall pay Alivion the full invoice price not later than 30 days after the date of each invoice, unless otherwise agreed. Payments made after 30 days may, at Alivion's sole discretion, be subject to an interest rate of 1% per month on the invoices amount. In addition, Alivion may, after having notified the Purchaser in writing, suspend his performance of the contract until payment is received. If the Purchaser has not paid any amount due within 3 months after the date of each invoice, Alivion shall be entitled (i) to terminate Contract by giving written notice to Purchaser and (ii) to claim compensation for incurred losses.

3 DELIVERY AND PASSING OF RISKS

- 3.1 Delivery of goods shall be made in accordance to the Incoterms 2020. Unless otherwise agreed, delivery shall be made EXW Bisingen, Germany or, if so indicated, EXW from such other place as indicated in Alivion's quotation or price list.
- 3.2 Delivery shall begin when and if (i) the Contract has been concluded and any letters of credit, advance payments or sureties required in the terms of the order confirmation have been put in place by the Purchaser; and (ii) Alivion is in possession of all the details required for the execution of the order; and (iii) the Purchaser has fulfilled any other contractual obligations incumbent on it.
- 3.3 Alivion shall be entitled to a reasonable period of grace in the event of any delay in delivery beyond the scheduled shipping date.
- 3.4 A contingency beyond Alivion's control shall not constitute cause for cancellation of the order but shall extend Alivion's time for delivery for a period equal to the duration of such contingency.

- 3.5 Alivion shall, in no way, be liable for any loss of profit, business, contracts, revenues, anticipated savings or any special indirect or consequential damages of any nature whatsoever, arising from any delay in delivery.

4 PASSING OF RISKS AND TITLE OF GOODS

- 4.1 Benefit and risk shall pass to the Purchaser when Alivion communicates to the Purchaser that the goods are at the disposal of the Purchaser. The foregoing shall also apply in the event that the delivery is carried out free of charge or if the transport is organised by Alivion. In any case, benefit and risk shall pass to the Purchaser no later than when the goods are handed over to the first carrier.
- 4.2 Title to the goods delivered shall not pass to Purchaser until the Purchaser has effected payment to Alivion.
- 4.3 The Purchaser shall, at the request of Alivion, assist in taking any measures necessary to protect Alivion's title to the goods and cover the cost which might arise from this protection. The retention of title shall not affect the passing of risk in chapter 3.

5 WARRANTY

- 5.1 Alivion shall only be liable for defects of goods arising under the conditions of operation provided in the Contract, applicable manuals for the goods issued by Alivion and proper use of goods. The Purchaser acknowledges that Alivion has no control or knowledge under which conditions the goods are operated or stored by the Purchaser and Alivion explicitly disclaims all warranties, expressed or implied, for any period during which the goods are operated or stored not in accordance with the technical specifications in the goods' manual issued by Alivion. In particular, the warranty does not apply:
 - 5.1.1 in the event of damage caused by natural events, (e.g. lightning strike, water, fire, frost, etc.), accident, transport, leaking batteries or improper use
 - 5.1.2 for defects caused by maintenance or repair by personnel without authorization by Alivion, or by alterations carried out without Alivion's consent in writing.
 - 5.1.3 if the goods have not been used within the specifications recommended by Alivion
 - 5.1.4 in case of data loss, malware, burn-in damage
 - 5.1.5 for normal wear, especially of parts subject to wear-and-tear (e.g., batteries, pumps, sensors, etc.)
- 5.2 The legal warranty obligation is not limited by this warranty. Therefore, any existing warranty rights remain unaffected by this warranty promise. The warranty period can only be extended if this is provided for by a legal standard. In countries where a (compulsory) warranty and/or a replacement warranty and/or a compensation provision are prescribed by law, the minimum conditions prescribed by law shall apply.
- 5.3 Alivion warrants solely to the original purchaser of the goods for a period of 24 months from the date of purchase, as documented in the original invoice, that the goods shall be of the quality, material and workmanship defined in Alivion's published specifications of the goods. Within such period, if proven to be defective, Alivion shall repair and/or replace the goods, in Alivion's discretion, free of charge to the Purchaser, provided that:
 - 5.3.1 notice in writing describing the defects shall be given to Alivion within fourteen days after appearance; and

5.3.2 the defective goods have been returned to Alivion at the Purchaser's expense and a copy of the original invoice must be attached. It must be ensured that the goods are protected from damage during transport by secure packaging; and

5.3.3 defects have been found, to Alivion's reasonable satisfaction, to have arisen from Alivion's faulty design, material, or workmanship.

5.4 In lieu of the remedies in Chapter 5.3, Alivion shall be entitled, in its absolute discretion, to refund the price of the defective goods in the event that such price shall already have been paid by the Purchaser to Alivion, or, if such price has not been so paid, to relieve the Purchaser of all obligations to pay the same by issuing a credit note in favor of the Purchaser in the amount of such unpaid price.

5.5 Alivion accepts no liability for any data or settings stored on the product by the customer in the event of repair acceptance.

5.6 Save as stipulated in Chapters 5.1 to 5.5, Alivion shall be free of any liability to the Purchaser whether contractual, tortious, or otherwise for defects in the goods or for any loss or damage to or caused by the goods, in particular, but without limitation of the foregoing, loss of production, loss of profit and other indirect, incidental, or consequential damages. All operating parameters, including without limitation recommended parameters, must be validated for each of Purchaser's applications by Purchaser's technical experts. Recommended parameters can and do vary in different applications.

5.7 Except for the warranties expressly set forth herein, Alivion makes no warranties, either expressed or implied, with respect to the goods. Any and all warranties, including without limitation, warranties or merchantability or fitness for a particular purpose, are expressly excluded and declined.

6 LIABILITY ALLOCATION FOR DAMAGES CAUSED BY DELIVERED GOODS

6.1 Alivion shall not be liable for any damage to property caused by goods after having been delivered and while these are in possession of the Purchaser. Alivion shall not be liable for any damage to products manufactured or processed by the Purchaser for which Alivion's products have been utilized to perform such manufacturing or processing.

6.2 If Alivion incurs liability towards any third party for damages to property as described in the preceding paragraph, or for personal injury, the Purchaser shall indemnify, defend and hold harmless Alivion and its officers, employees, subsidiaries, affiliates and distributors against all claims, costs, damages, expenses and reasonable attorney fees.

6.3 If a claim for damages pursuant to this chapter 6 is asserted by a third party against one of the parties, such party shall forthwith inform the other party thereof in writing.

7 EXPORT CONTROL REGULATIONS

7.1 Alivion's obligation to fulfill the Contract is subject to proviso that the fulfilment is not prohibited or impaired by applicable export control regulations (including embargos).

8 ECONOMIC LOSS

8.1 Notwithstanding anything contained in these GTC or the Contract, Alivion shall under no circumstances be liable for any reason, whether in contract, tort (including negligence or breach of statutory duty) or otherwise, and whatever the cause thereof, for any loss of profit, business, revenues, anticipated savings or any special, indirect, incidental or consequential damage of any nature whatsoever.

8.2 In jurisdictions that limit the scope of or preclude limitations or exclusions of remedies or damages or of liability such as liability of gross negligence or wilful misconduct or do not allow implied warranties to be excluded, the limitations or exclusion of

warranties, remedies, damages or liability set forth herein are intended to apply to the maximum extent permitted by applicable law.

8.3 With respect to any costs, damages, interest or claims adjudicated by a court or arbitration tribunal located in the United States of America (USA) and its possessions or applying the laws of the USA or any of its states or territories for which Alivion is liable to the Purchaser, Alivion shall only be liable to the Purchaser to the extent it would have been liable pursuant to the internal laws of Switzerland.

9 FORCE MAJEURE

9.1 Alivion shall not be liable for any failure to perform any obligations under the Contract due to Force Majeure. Following notification by Alivion to the Purchaser about such a cause, Alivion shall be allowed a reasonable extension of time for the performance of its obligations. Force Majeure shall include fire, explosion, flood, lightning, act of God, act of terrorism, war, rebellion, riot, official strike or similar labour dispute, sabotage or other circumstances outside the reasonable control of the affected party.

10 CONFIDENTIALITY

10.1 Alivion and Purchaser shall each keep confidential, and shall not without prior consent in writing of the other, disclose to any third party any technical or commercial information which it has acquired from the other as a result of discussion, negotiations and other correspondence relating to goods, or the Contract, except as may be required by law or legal processes.

11 SURVIVAL

11.1 The terms and conditions of this GTC will continue in full force and effect after the cancellation, expiration or termination of any Contract.

12 SEVERABILITY

12.1 If at any time any provision of these GTC or any part thereof is or becomes invalid or unenforceable, then neither the validity nor the enforceability of the remaining provisions or the remaining part of the provision shall in any way be affected or impaired thereby. The invalid or unenforceable provision or part thereof shall be replaced by a valid or enforceable provision, which shall best reflect the original intention and shall to the extent possible achieve the same economic result.

13 NO WAIVER AND REMEDIES

13.1 Alivion's failure to require performance of any provision or to resort to any remedy provided under this GTC at any time shall in no way limit Alivion's right to require performance or to resort to a remedy at any time thereafter, nor shall the waiver of a breach be deemed to be a waiver of any subsequent breach.

13.2 Any waiver, amendment or modification of any right, power or remedy hereunder shall not be effective unless it is in writing and signed by an authorized representative of Alivion and Purchaser.

13.3 Alivion's rights and remedies in this GTC are in addition to any other rights and remedies provided by law or equity.

14 LAW AND JURISDICTION

14.1 Any dispute, controversy or claim arising out of, or in relation to, the Contract shall be governed by and construed in accordance with the internal laws of Switzerland, to the exclusion of the UN Convention on the International Sale of Goods and without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than Switzerland.

14.2 Any dispute in connection with the Contract shall in all respects be subject to the exclusive jurisdiction of the courts of the Canton of Zug. However, Alivion reserves the right to initiate court proceedings against the Purchaser in any other court of competent jurisdiction.