

Xovis General Business Conditions (GBC)

1. Conclusion of contract

1.1 The contract for delivery is deemed to be concluded when Xovis effects delivery or declares acceptance by dispatch of the order confirmation.

1.2 Effecting delivery by Xovis does not represent acceptance of any differing conditions of the client. Xovis considers acceptance of the items ordered by the client as subsequent acceptance of the GBC specified here, including where the client shall have previously expressly rejected these or referred to other conditions in his order.

2. Quotations

Quotations given by Xovis are binding for thirty days from the date of issue, unless another period shall have been expressly stated in the quotation.

3. Delivery and scope of service

3.1 The offer or the written order confirmation from Xovis is decisive for the scope of supplies and services. Partial deliveries are permitted, provided that they are reasonable for the client.

3.2 The execution is performed on the basis of the currently valid factsheet and user manual of the products. Changes of the products in design or workmanship that are generally performed by Xovis are permitted provided that the products meet the same functions.

4. Prices

4.1 Prices are purely net ex works if not otherwise noted (ex works [EXW] according to Incoterms® 2020), without packaging and purchase taxes. The latter are to be borne by the client. Any customs duties, taxes, levies of any kind which are charged in connection with the delivery transaction shall be borne by the client.

4.2 Information in price lists and other general price indications are non-binding and will be updated at regular intervals. For each order, the price valid at the time of delivery of the products is applicable.

4.3. Unless otherwise agreed and correspondingly specified in the order confirmation, Xovis reserves the right to charge a processing fee for single orders with a value below CHF 1000.-.

4.4. Unless explicitly agreed otherwise by the Parties in writing, the fixed prices shall be understood exclusive Swiss VAT and any further statutory charges and taxes.

5. Delivery period

The period for delivery starts on dispatch of the written confirmation of Xovis in accordance with section 1, but not before clarification of all technical details. A delivery period or a delivery date is only binding when the client fulfils his duties in good time, such as, for example, delivery of required information for the consignment or payment of a deposit. Xovis shall be granted an extension of the delivery period reasonable for the circumstances, if the consign-

ment is delayed by circumstances beyond Xovis control. In such case, Xovis shall notify the client on the delay and the expected extension period required. The client shall have no automatic right of cancellation in this event. Xovis may suspend its duties until receipt of an outstanding payment and demand return of parts already delivered if the client shall be in arrears with his payments.

6. Passing of risk, transport, packaging, insurance

Use of and risk in the products pass to the client on their being made available for dispatch. Xovis shall choose the method of transport which ensures observance of the delivery periods and proper transportation of the goods, in as far as the client does not specify any method of transport in his order. Insurance during carriage is in duty of the client. The client shall pay the costs thereby associated irrespective of whether Xovis organizes transport and insurance.

7. Payment

7.1 Orders with an order value of less than CHF 7'000.- are only possible against prepayment.

7.2 For orders with a value over CHF 7'000.-, Xovis will demand a payment of 50% of the order value in advance. The second 50% will be invoiced concurrently with the delivery.

7.3. As long as no alternative agreement has been made, payments must be carried out 30 days following presentation of invoice without any discounts. Should these terms not be adhered to, the client will be considered in arrears with no requirement for reminder of payment.

7.4. Should invoices not be paid on the due date then defaulted interest to the amount of the cost of overdraft at the major Swiss banks is due, nevertheless this will be at least 6%.

7.5. Any reminders submitted do not provide extension to the period of non-payment. Any reminders issued by Xovis will be charged at a nominal CHF 20.00 per reminder.

7.6. Xovis reserves the right, due to delay of payment and without reminder in advance to induce enforcement procedures.

7.7. Should a client be in arrears of payment of an invoice, then Xovis has no responsibility to carry out further deliveries in relation to any open contract.

7.8. Offsetting and withholding are only permitted when counter claims from the client will be recognized by Xovis or are recognized as legally binding. Should multiple client invoices be open for payment then as long as no other arrangement has been made the oldest under the multiple debts will be amortized.

7.9. Xovis reserves the right to carry out deliveries or services only against advance payment by the client. Xovis furthermore reserves the right, without advance notice to deliver to clients only through credit card payment, cash on delivery or carry out a delivery stop.

7.10 The goods delivered remain until full payment solely the property of Xovis.

8. Warranty

8.1 Xovis gives a warranty to the client for quality and suitability of its products within the scope of its technical specifications.

8.2 The warranty of Xovis is limited to replacement or repair of defective products and causes which occurred before the passing of risk. Liability for further direct and indirect losses are excluded to the extent permissible at law, more particularly, no compensation shall be owed for incidental loss, product replacement costs etc.

8.3 Any warranty hereunder does not apply to any product that has been damaged or rendered defective (a) as a result of accident, misuse, abuse or (b) by unforeseen modifications by anyone other than Xovis or (c) other causes not attributable to Xovis.

8.4 The client is under a duty to examine the products for completeness and transport damage immediately on receipt. Any complaints in connection with the products shall be made in writing without delay, and evidence of such incidence must be produced.

8.5 Complaints may be made about product defects during the complete period of warranty at any time before and/or after processing and/or re-sale, but they are to be notified in writing enclosing the defective product without delay after emergence. The client may only invoke these warranty conditions if he proves that the defects emerged despite proper installation and use.

8.6 The warranty period is 12 months from dispatch from Xovis. The period of warranty for replacement parts or repairs delivered under warranty ends with the period for the products originally supplied.

8.7 Xovis reserves the right to charge the processing costs for sales returns and performance tests without claim to warranty.

9. Limits of liability

9.1 Xovis is liable for any direct damage if it was caused by gross negligence or intent by Xovis or their assistants or by third party service providers of Xovis.

9.2 The liability is limited in any case to the amount of compensation for the service in question or the products concerned. Any further liability of Xovis, their assistants and authorized third party for damages of any kind, to the extent permitted by law, is excluded.

9.3 In particular, Xovis does not accept liability for loss of data, the cost of data replacement, loss of production, loss of use, unrealized savings, loss of orders, loss of profit and other direct or indirect consequential damage.

9.4 Xovis is not liable if the client does not or not properly or not in time supply preparatory acts of cooperation which are necessary to fulfill the contract by Xovis or if the client does not provide the conditions required for the service provision of Xovis.

9.5 The client is not permitted to surrender his requirements against Xovis or rights and/or responsibilities out of the signed contracts with Xovis either partially or wholly to third parties without the agreement of Xovis. This is also the case in relation to warranty claims.

10. Third party rights

10.1 Xovis commits itself to provide the services free of third party rights, as far as Xovis does not explicitly reference to such rights or they are known in the industry.

10.2 If a third party claims against the client that one of the services or products of Xovis infringes his rights, the client notifies Xovis immediately comprehensive in writing and gives Xovis the opportunity to ward off the claims asserted.

10.3 If there are claims proved or to be expected against the client corresponding to paragraph 10.1, at their own expense Xovis can change or replace the products to the extent necessary for the defense of these claims.

11. Drawings and documents

Xovis reserves the rights to all drawings, drafts, cost estimates and other documents of Xovis. Such documents are entrusted personally to the client and may not be copied or made available to third parties without the prior written consent of Xovis. They must be returned to Xovis on first request. In the case of violations, the client will be liable to provide full compensation and Xovis has the right to revoke the contract.

12. Work results property rights

12.1 The client has the right to use the services and work results provided by Xovis for his own use as intended in the respective agreement. In particular and unless otherwise agreed by Xovis in writing, the client has no right to resell, license or sublicense or otherwise make available to third parties any Xovis intellectual property.

12.2 All rights to any possible inventions, patents, trademarks, all copyrights and other property rights to products, processes, methods, ideas, know-how, concepts, documentation, data, etc., which are developed, improved or otherwise used by Xovis upon execution of services for the client belong exclusively to Xovis and can still be used by Xovis for its own purposes and other clients in any way.

13. Confidentiality Clause

The Parties undertake to treat all information arising from the business relationship (both from an actual, technical and commercial point of view) as confidential, irrespective of whether such information has been marked as confidential or not. This does not apply to information that was already known to the other Party or to the market prior to disclosure. The obligation to confidentiality shall remain in force for a period of five years even after termination of the business relationship, unless the Parties have agreed a longer period.

14. Force Majeure and right of withdrawal

If a Party is prevented from fulfilling its obligations under the agreement due to force majeure, the Party concerned shall be released from fulfilling its obligations for the duration of the hindrance and a reasonable restart period thereafter. Any deadlines for performance shall be extended by the period of the delay or the period during which performance was not possible due to one of the above events. This shall also apply if such events occur during an ongoing delay. Cases of force majeure or events equivalent to them shall include, among others, fire, accident, flooding, war, strike,

lockout, failure of public supply systems or epidemics, destruction of production facilities, insurrection or shortage of energy or other causes beyond the control of the Party invoking the provision. Each party shall be obliged to inform the other Party of the existence of such delays caused by force majeure.

15. Place of jurisdiction and applicable law

The contractual relationship is exclusively subject to Swiss law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 („Vienna Sales Convention“) and to the exclusion of any conflict of law rules. Place of performance and jurisdiction is Berne, Switzerland.

16. Final provisions

16.1 Should individual provisions of the contract be or become invalid, this will not have an impact on the validity of the validity of the remaining provisions. A provision which fulfills the economic purpose shall as accurately as possible take the place of the no longer valid or unenforceable provision.

16.2 Xovis reserves the right at any time and without advance notice to alter these GBC. Amendments to these GBC, including this Clause 15.4, require written form, whereby electronic correspondence (email) is sufficient.

16.3 These GBC are valid from the 12. November 2021 and replace all previous GBCs.