AXICOM HV AG

GENERAL TERMS AND CONDITIONS OF SALE FOR PRODUCTS

1. General

1.1 These General Terms and Conditions ("**GTC**") apply to all products ("**Products**") supplied by AXICOM HV AG ("**AXICOM**") to its customer ("**Customer**").

1.2 Any terms proposed by the Customer are excluded unless AXICOM expressly accepts them in writing. This applies even if AXICOM accepts or performs an order that refers to the Customer's terms.

1.3 Any amendment to the contract or these GTC must be agreed in writing by both parties.

2. Offers and Orders

2.1 Unless stated otherwise, quotations issued by AXICOM are valid for 60 days from the date of issue.

2.2 A contract is concluded only when AXICOM issues a written Order Confirmation or otherwise accepts the Customer's order in writing.

2.3 The Order Confirmation defines the Products to be supplied. In the event of any inconsistency, the Order Confirmation shall prevail over these GTC, the Customer's order and other pre-contractual communications.

2.4 Information contained in catalogues, brochures, published price lists, drawings, technical documents or other sales materials is indicative only and is not binding unless expressly incorporated into the Order Confirmation.

3. Prices

3.1 Unless otherwise agreed in writing, prices are quoted in the offered currency, exclusive of VAT, bank charges and other applicable taxes, FCA AXICOM HV AG, Wohlen, Switzerland (Incoterms® 2020).

3.2 If, after conclusion of the contract and before delivery, circumstances beyond AXICOM's reasonable control increase AXICOM's direct costs of performing the contract by more than 10%, AXICOM may request a corresponding adjustment to the price.

3.3 Such circumstances may include, without limitation: (a) shortages or unavailability of raw materials, components or other supplies; (b) significant increases in the cost of raw materials, energy or transport; and (c) changes in applicable laws, regulations or governmental requirements that materially increase the cost of performing the contract (including tariffs).

3.4 The parties shall negotiate the proposed adjustment in good faith. If no agreement is reached within 30 days after AXICOM's request, either party may terminate the affected part of the contract to the extent specific material has not been purchased and manufacturing has not started, by written notice.

4. Changes

4.1 If the Customer requests a change to the Products, delivery date or delivery schedule after the contract has been concluded, the change shall become effective only if accepted by AXICOM in writing. AXICOM may propose corresponding adjustments to the price, delivery time or other contractual terms. No change shall be binding unless the parties agree such adjustments in writing. If the parties do not agree on a proposed change, the contract shall continue in accordance with its original terms.

4.2 AXICOM may make reasonable changes to the design, materials or manufacturing process of the Products, provided that such changes do not materially affect the agreed functionality, performance or compliance of the Products.

5. Delivery

5.1 Any agreed delivery period and procurement of materials by AXICOM shall commence only after: (a) the contract has been concluded; (b) AXICOM has received all information, documents and approvals reasonably required to perform the contract; and (c) any agreed advance payment has been received.

5.2 If any of the conditions set out in Clause 5.1 are not satisfied on time, or if the Customer otherwise causes a delay in AXICOM's performance, any agreed delivery date or delivery period shall be extended accordingly.

5.3 AXICOM may make partial deliveries where reasonable, unless otherwise agreed in writing. Each partial delivery may be invoiced separately.

5.4 Risk in the Products passes to the Customer in accordance with the agreed Incoterms®. Unless otherwise agreed in writing, delivery shall be FCA AXICOM HV AG, Wohlen, Switzerland (Incoterms® 2020).

5.5 Where the Customer is responsible for the export formalities, it shall provide AXICOM with all documents required to evidence the export of the Products from Switzerland within one month after delivery. If the Customer fails to do so, it shall reimburse AXICOM for any Swiss VAT and other reasonable costs incurred as a result.

6. Failure to Take Delivery

6.1 If the Customer fails to take delivery of the Products on the agreed delivery date, or if delivery is

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delayed for reasons attributable to the Customer, risk in the Products shall pass to the Customer on the date delivery would otherwise have occurred. AXICOM may store the Products on the Customer's behalf. The Customer shall reimburse AXICOM for all reasonable storage, handling and insurance costs incurred as a result of the delay.

6.2 If the Customer has not taken delivery of the Products within 30 days after receiving written notice from AXICOM requiring it to do so,
AXICOM may, by written notice: (a) terminate the affected part of the contract; (b) dispose of the Products in such manner as AXICOM considers appropriate; and (c) recover from the Customer all losses, costs and damages resulting from the Customer's failure to take delivery, giving credit for any net proceeds realised from the disposal of the Products.

7. Force Majeure

7.1 Neither party shall be liable for any delay in or failure to perform its contractual obligations (other than the obligation to pay) to the extent caused by Force Majeure.

7.2 "Force Majeure" means any event beyond the reasonable control of the affected party that could not reasonably have been avoided or overcome and that prevents or materially impedes the performance of its contractual obligations. Force Majeure includes, without limitation, war, armed conflict, terrorism, civil unrest, riots, sabotage, strikes or other labour disputes, epidemics or pandemics, fire, explosion, flood, storm, earthquake or other natural disasters, interruption or failure of energy supply or transport, and any act or omission of governmental authorities, including changes in applicable laws or regulations, sanctions, import or export restrictions, or the refusal, suspension or revocation of any licence or permit required for performance.

7.3 The affected party shall promptly notify the other party of the Force Majeure event and use reasonable efforts to mitigate its effects. The time for performance shall be extended by a period reasonably corresponding to the duration and effects of the Force Majeure event.

7.4 Each party shall bear its own costs arising from the Force Majeure event.

7.5 If the Force Majeure event continues for more than 90 consecutive days, either party may terminate the affected part of the contract by written notice. Neither party shall have any liability arising from such termination, except in respect of Products already delivered and payment obligations accrued before termination.

8. Warranty

8.1 The warranty period is 2 years from the date on which AXICOM notifies the Customer that the Products are ready for shipment.

8.2 AXICOM warrants that, during the warranty period, the Products will conform in all material respects to the specifications agreed in the contract. Except as expressly set out in the contract, all other warranties, whether express, implied or statutory, including any implied warranties of merchantability, fitness for a particular purpose or non-infringement, are excluded to the fullest extent permitted by applicable law.

8.3 The Customer shall inspect the Products within 5 days after delivery and notify AXICOM in writing of any apparent defect without undue delay. Any defect that could not reasonably have been identified during that inspection shall be notified to AXICOM in writing without undue delay after it is discovered. The notice must describe the defect in reasonable detail. If the Customer fails to give notice in accordance with this clause, the Products shall be deemed accepted in respect of the relevant defect.

8.4 If a Product is defective and the Customer has complied with Clause 9.3, AXICOM shall, at its option and within a reasonable time, repair or replace the defective Product or the defective part of it.

8.5 If AXICOM does not successfully repair or replace the defective Product within a reasonable time, the Customer may require AXICOM to make a further attempt to repair or replace it within a reasonable time (not being less than 30 days). If the defect nevertheless remains, the Customer may request an appropriate reduction in the purchase price to reflect the reduced value of the affected Product. If the remaining defect is material and prevents the affected Product from being used substantially for its agreed purpose, the Customer may instead reject the affected Product and terminate the affected part of the contract. In that case, AXICOM shall refund the price paid for the rejected Product.

8.6 The warranty does not apply to any defect or damage resulting from: (a) normal wear and tear; (b) improper transport, storage, installation, operation, maintenance or handling; (c) failure to follow AXICOM's instructions or generally accepted technical standards; (d) modification, repair or attempted repair by the Customer or a third party without AXICOM's prior written approval; (e) use of the Products outside of specifications or for a purpose not agreed with AXICOM; (f) materials, designs, specifications or instructions supplied by the Customer; or (g) any event occurring after risk in the Products has passed to the Customer and not attributable to AXICOM.

8.7 Before returning any Product, the Customer shall obtain AXICOM's written return authorisation and

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shipping instructions. The return authorisation shall identify the Product, the reported defect, the return destination and the packaging and documentation required for transport and customs clearance. The allocation of return, inspection and redelivery costs shall be determined in accordance with the contract and applicable law.

9. Payment

9.1 The Customer shall provide AXICOM with all tax information reasonably required for the performance of the contract, including any applicable VAT or other tax identification numbers, and shall promptly notify AXICOM of any changes.

9.2 Unless otherwise agreed in writing, invoices are payable in full within 30 days from the invoice date printed on the invoice, regardless of any cut-off procedure or regular payments schedules the customer has in place.

9.3 The Customer shall make all payments in full without deduction (including all bank charges and transfer fees), withholding or set-off such that AXICOM receives the full invoiced amount in immediately available funds (except where a deduction or withholding is required by law or in respect of a claim that has been finally determined by a court of competent jurisdiction or expressly acknowledged by AXICOM in writing).

9.4 If the Customer owes more than one outstanding amount to AXICOM, AXICOM may apply any payment received to such outstanding amounts in the order it determines.

10. Customer Default

10.1 If the Customer fails to make any payment when due, AXICOM may suspend performance of its obligations under the contract and any other contract with the Customer until all overdue amounts have been paid in full. In addition, all outstanding amounts owed by the Customer to AXICOM shall immediately become due and payable. AXICOM reserves the right to charge 5% per annum on any outstanding payments using 30/360 day interest rule.

10.2 If circumstances arise which give AXICOM reasonable grounds to believe that the Customer will not fulfil its payment obligations, AXICOM may require advance payment or adequate security as a condition for continuing performance of the contract. Until such payment or security is provided, AXICOM may suspend performance of its obligations.

10.3 If the Customer becomes insolvent, ceases to carry on business, enters into liquidation other than for the purpose of a solvent restructuring, applies for or becomes subject to bankruptcy, restructuring or similar insolvency proceedings, or if such proceedings are commenced against the Customer and are not dismissed within a reasonable period, AXICOM may terminate the contract with immediate effect by written notice, without prejudice to any other rights or remedies available to AXICOM.

11. Consequences of Termination

11.1 Upon termination of the contract, for whatever reason, the Customer shall pay AXICOM for: (a) all Products delivered before termination; (b) all Products for which manufacture has commenced before termination, at the agreed contract price; and (c) all costs reasonably incurred or irrevocably committed by AXICOM in connection with the remaining Products, including costs of materials, labour and reasonable overheads, to the extent not covered by paragraphs (a) or (b).

11.2 AXICOM shall take reasonable steps to mitigate such costs. Any amounts already paid by the Customer shall be credited against the amounts due under this clause.

12. Retention of Title

12.1 Title to the Products shall remain with AXICOM until AXICOM has received payment in full of all amounts due under the contract.

12.2 Until title has passed, the Customer shall: (a) take all reasonable measures to protect AXICOM's ownership of the Products; (b) not pledge, transfer by way of security or otherwise dispose of the Products in a manner that prejudices AXICOM's ownership rights; and (c) cooperate with AXICOM in completing any registration or other formalities required to preserve or enforce AXICOM's retention of title.

12.3 If the Customer fails to pay any amount due under the contract, AXICOM may require the Customer immediately to return the Products in which title has not passed. Upon return of the Products and after quality inspection, AXICOM shall credit the Customer with any amounts previously paid, less all reasonable costs, expenses and losses incurred by AXICOM (including those related to any damaged Products) as a result of the Customer's breach.

13. Liability

13.1 To the fullest extent permitted by applicable law, AXICOM's aggregate liability arising out of or in connection with the contract, whether in contract, tort (including negligence) or otherwise, shall not exceed the total amount paid or payable by the Customer under the contract giving rise to the claim.

13.2 To the fullest extent permitted by applicable law, AXICOM shall not be liable for any indirect, incidental, special or consequential loss or damage, including loss of profit, loss of revenue, loss of production, loss of business, loss of contracts, loss of goodwill, loss of

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anticipated savings, loss of use, loss of data, or the costs of any substitute products.

13.3 Nothing in these GTC excludes or limits AXICOM's liability to the extent such liability cannot be excluded or limited under applicable law, including liability for wilful misconduct or gross negligence, or liability under applicable mandatory product liability laws.

14. Confidentiality

14.1 All quotations, drawings, specifications, samples and other documents supplied by AXICOM remain the property of AXICOM or its licensors, are confidential and shall be used solely for the purposes of the contract. They shall not be copied, disclosed or used for any other purpose without AXICOM's prior written consent. Upon AXICOM's request, they shall be returned or destroyed.

14.2 Each party shall keep confidential all technical, commercial and other confidential information received from the other party in connection with the contract and shall not disclose such information to any third party or use it for any purpose other than the performance of the contract.

15. Intellectual Property

15.1 Each party retains ownership of all intellectual property rights owned by it before or independently of the contract. Unless otherwise agreed in writing, AXICOM retains ownership of all intellectual property rights in the Products, software, designs, drawings, specifications, documentation, know-how and other materials supplied or developed by AXICOM in connection with the contract.

15.2 Subject to payment in full, the Customer and any end-customer is granted a non-exclusive, non-transferable licence to use and reproduce the documentation supplied by AXICOM solely to the extent reasonably necessary for the Customer and end-customer and persons acting on their behalf to install, operate, maintain and service the Products.

16. Compliance

16.1 Each party shall comply with all applicable laws and regulations in connection with the performance of the contract, including those relating to anti-corruption, export control and economic sanctions.

16.2 The Customer is responsible for ensuring that the import, installation, use and resale of the Products comply with the applicable laws and regulations of the country of destination and for obtaining any permits, licences or approvals required for that purpose.

16.3 AXICOM shall not be required to perform the contract to the extent that such performance would violate applicable laws and regulations.

17. Assignment

Neither party may assign or transfer any of its rights or obligations under the contract without the prior written consent of the other party, except that AXICOM may assign or transfer the contract, in whole or in part, to any affiliated company or to any successor resulting from a merger, reorganisation or sale of all or substantially all of its business or assets relating to the contract.

18. Electronic Communications

Where these GTC or any contract between the parties requires a notice, consent, approval, amendment or other communication to be made in writing, that requirement is satisfied by email or by an electronic signature made using Adobe Sign, DocuSign or a similar electronic signature service, unless mandatory law requires a different form.

19. Governing Law and Jurisdiction

19.1 These GTC and all contracts between AXICOM and the Customer shall be governed by the substantive laws of Switzerland, excluding its conflict of laws rules. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

19.2 The courts at AXICOM's registered office shall have exclusive jurisdiction over any dispute arising out of or in connection with the contract. Notwithstanding the foregoing, AXICOM may bring proceedings against the Customer before any other court having jurisdiction.

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