

General Terms and Conditions of SYMA-SYSTEM AG

I. General provisions

1. Conclusion

Our deliveries (which in these provisions include sales, work production and rentals) and services are provided exclusively on the basis of the following terms and conditions («GTC»). They shall apply as soon as they have become part of the contract with the customer. This is the case if the GTC are expressly designated as an integral part of the contract and/or if we refer to the GTC, either by enclosing them with or printing them on offers, order confirmations, delivery notes and invoices or by providing a link to our website where the text of these GTC can be viewed (GTC syma.com). Deviating provisions in the General Terms and Conditions of the customer or third parties are only binding insofar as they have been expressly accepted by us in writing. Our silence regarding the customer's General Terms and Conditions shall in no case be deemed to be an acknowledgement of or consent to the customer's General Terms and Conditions. We shall not be bound by them, even if we do not object to them when concluding the contract. Our General Terms and Conditions shall be deemed to have been accepted at the latest upon receipt of the delivery or provision of the service. Contracts and agreements - in particular insofar as they amend these terms and conditions - shall only become binding for us upon our written confirmation. Our current GTCs shall apply in each case. We are entitled to amend them. They shall be deemed to have been accepted if the customer does not object to them in writing 30 days after notification of the amended GTCs (which shall also include their publication on our website).

2. Offers

Our offers are non-binding and subject to change unless otherwise stated in the offer. As long as the contract has not been concluded, all documents submitted with the offer remain our property and their use is prohibited.

3. Prices and payment terms

Our prices are quoted in Swiss francs net ex works or ex warehouse. Costs for packaging, shipping, forwarding/freight, insurance, taxes, fees, customs duties, levies, etc. shall be shown and charged separately. We are entitled to adjust the agreed prices if the prices of raw materials, materials or services increase since sending the offer to the customer. The applicability of Art. 373 (1) Swiss Code of Obligations (OR) is hereby explicitly excluded. The prices for rental material shall apply in each case for the duration of the event. The concluded contract shall only come into force after the contractually agreed advance payments have been made. SYMA-SYSTEM AG accepts no liability whatsoever for delays resulting from failure to comply with the payment terms. Deliveries are made against invoice. If no other payment period has been agreed, a net payment period of 30 days from the invoice date shall apply. Following expiry of this payment period, the customer shall automatically be in default without a reminder being required. In case of doubt as to the solvency of the customer, we reserve the right to perform deliveries or services only against advance payment, a letter of credit confirmed by a Swiss bank or against other collateral. Payment by offsetting against counterclaims is only permissible if such counterclaims have been expressly recognised by us in writing or have been established by a final court decision.

4. Small quantities

In the case of small quantities, we reserve the right to charge minimum invoice amounts, additional processing fees and other costs. The minimum order value is CHF 1,000.00 gross.

5. Reservation of title

In the case of sales and work production, our deliveries shall remain our property until payment of all our claims, irrespective of the legal basis. This also applies proportionately in the case of further processing. We may have the retention of title entered in the register of retention of title in the name and at the expense of the customer. The customer is only entitled and authorised to resell the reserved goods on the condition that the claim from the resale is transferred to us. It is not entitled to dispose of the reserved goods in any other way. At our request, it shall be obliged to inform its customer of the assignment for the purpose of payment to us. The customer must inform us immediately of any seizure or other impairment by third parties. In the case of rented material, the lessee is obliged to notify us immediately by registered letter of any seizure, retention or confiscation of the rented material or of any bankruptcy proceedings initiated against it and to inform the competent debt enforcement or bankruptcy office of our ownership of the rented material.

II. Execution of deliveries and provision of services

1. Delivery period, delivery date

Delivery dates or delivery periods are binding if agreed in writing. The delivery period shall commence on the date of our acceptance of the order, but not before complete clarification of all execution details. If shipment is impossible through no fault of our own, the delivery date shall be deemed to have been met upon the legal notification of readiness for shipment. If we are in default, the customer must grant us a reasonable period of grace. After expiry of this period of grace, the customer may withdraw from the contract insofar as the delivery has not been reported as ready for shipment by the expiry of the deadline. We shall also be entitled to a reasonable extension of the delivery period or postponement of the delivery date if we are unable to provide the delivery on time due to force majeure or a shortage of raw materials. Our liability for a delay in delivery, as well as liability for ancillary

staff and for slight and medium negligence is excluded to the extent permitted by law, insofar as applicable. The assertion of claims for damages and consequential damages arising from non-compliance with delivery periods or delivery dates is excluded. We are entitled to make partial deliveries. This clause applies mutatis mutandis to the provision of services.

2. Force majeure

Force majeure events such as extraordinary natural events (inundation, hurricane, landslide, etc.), conflagration, war, civil war, revolution, civil unrest, strike, terrorism, significant operational disruption, sabotage, epidemic/pandemic, official requirements, unavailability or insufficient availability and/or disproportionately high procurement costs of raw materials, energy, auxiliary materials and transport capacities shall entitle us to postpone the delivery or provision of services for the duration of the hindrance and a reasonable start-up period or to withdraw from the contract with regard to the part not yet fulfilled. Circumstances that make delivery significantly more difficult or impossible for us shall also be deemed to be equivalent to force majeure. The customer may demand that we declare whether we wish to withdraw from the contract or deliver within a reasonable period. If we do not make a declaration to this effect, the customer may withdraw from the contract. In the event of cancellations or other force majeure events due to the COVID-19 pandemic or similar pandemics, the cancellation conditions of SYMA shall apply in the currently valid version, which can be viewed at the following [link](#) and which form an integral part of these GTC.

3. Alternative materials

We are entitled to use alternative material than the agreed material for deliveries if the alternative material fulfils the same purpose or the same function as the agreed material.

4. Shipment and transfer of risk

In the case of rental/sale ex works, the risk - including any seizure - shall pass to the customer when the delivery is handed over to the forwarding agent or carrier, but at the latest when the goods leave the factory or warehouse. Deliveries reported as ready for shipment on the agreed date must be called off immediately, otherwise or in the event of impossibility of shipment, we shall be entitled to store them at our discretion at the expense and risk of the customer and to invoice them as delivered ex works or ex warehouse.

5. Delivery

If personal delivery is not possible due to the customer's representative being absent, our representative shall leave the goods behind. The customer's risk and duty of care shall commence at the time of delivery, even if this takes place without personal delivery, and shall end in the case of a rental when the goods are returned to the lessor.

6. Inspection of the goods, notification of defects, warranty

We undertake to prepare and deliver the goods or services in accordance with the contract. We do not provide any warranty for defects which are the result of damage to the goods after they have left the factory, improper storage, incorrect processing or incorrect use by the customer. It is the customer's responsibility to exercise all the due care that can be expected of a professional during handling, storage and processing. The goods and/or the service shall be inspected and accepted by the customer on the occasion of the handover or delivery. The goods or services shall be deemed to have been approved once the acceptance has taken place or the service has been accepted without reservation. Hidden defects must be reported in writing immediately after discovery, but at the latest within three days after receipt of the goods or services. In the event of justified complaints, our warranty shall be limited to the delivery of a flawless replacement. The customer shall not be entitled to rescission, reduction or any compensation for indirect, direct or consequential damage incurred by him or third parties. If the customer complains about defects to only part of the delivered goods or services, it is obliged to pay the price for the unobjected part in due time. If the customer has suffered damage as a result of defective goods or services, we undertake to compensate this damage insofar as the customer can prove intent or gross negligence on our part or liability under the Product Liability Act is compulsorily applicable. The claims of the customer in the event of defective goods or services are described conclusively in this clause.

7. Period of limitation

The customer's claims arising from defective goods or services shall become statute-barred one year after the goods or services have been delivered, unless mandatory statutory provisions provide for a longer period of limitation.

8. Return of the leased property

The lessee undertakes to return the leased property to us at the location where it was handed over (unless otherwise agreed) on the last day of the contract period. Any right of retention of the lessee to the rented property for any claims against us is excluded. The lessee shall be liable to us for all necessary repairs and maintenance work which are not attributable to normal wear and tear of the leased property.

9. Deposited materials

The customer shall bear the risk for the customer's material which is stored, kept, deposited with us or otherwise made available for storage. Any claims against us due to damage, destruction or loss of the customer's deposited material shall be excluded to the extent permitted by law.

10. Information

Binding liability for technical information can only be assumed if this has been confirmed in writing.

11. Exclusion of Liability

All cases of breach of contract and their legal consequences, as well as all claims of the customer, irrespective of the legal basis on which they are made, are conclusively regulated in these GTC. In particular, all claims for damages, reduction, rescission or withdrawal from the contract not expressly mentioned are excluded. Under no circumstances shall the customer have any claims for compensation for damages not directly affecting the goods or services themselves, such as loss of production, loss of use, loss of orders, loss of profit, unrealised savings, lost processing, assembly or energy costs, loss of data, all costs associated with removal/excavation, as well as installation/burial, search costs, additional testing, sorting and other handling costs, recall costs, costs for lost raw materials, disposal costs as well as for compensation for such claims from customers of the customer or third parties. The limitation of liability shall also apply insofar as we are liable for our ancillary staff. The limitation of liability shall not apply insofar as it is contrary to mandatory law, such as in particular for unlawful intent or gross negligence, for fraudulently concealed defects, for direct claims arising from personal injury and for mandatory claims under the applicable product liability law.

12. Intellectual property rights

The know-how developed and/or provided by us within the scope of the (service) provision shall always belong to us. No intangibles shall be transferred upon conclusion and performance of a contract between us and the customer. The transfer of the know-how provided in connection with the goods or services to third parties, which also includes companies affiliated with the customer, is not permitted. In the event of a breach of third-party intellectual property rights, the customer undertakes to take over the dispute with the third party and to indemnify us in full.

13. Confidentiality and data protection

The contracting parties shall treat all commercial and technical information relating to the business activities of the other contracting party that come to their knowledge in the course of their business relationship as strictly confidential and shall neither disclose it to third parties nor use it for purposes other than those agreed. Personal data will only be processed by us in compliance with the relevant laws.

III. Miscellaneous

1. Applicable law, place of performance and place of jurisdiction

Swiss law shall apply in all cases, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG), conflict of law rules and foreign law. The exclusive place of performance and the exclusive place of jurisdiction shall be in Kirchberg/SG, Switzerland. We are also entitled to sue the customer at its general place of jurisdiction or that of our supplying branches. The foregoing shall also apply to all those who are liable for the customer's obligation.

2. The invalidity of individual provisions shall not affect the validity of the remaining terms and conditions.

3. In the event of any legal dispute, the original German version of the General Terms and Conditions shall apply.