

General Terms of Sale and Supply (GTSS)

Sistag AG (CHE-105.931.751)
Alte Kantonsstrasse 7
CH-6274 Eschenbach LU

1. Applicability

These General Terms and Conditions of Sale and Supply (referred to as the "GTSS") apply to all orders placed by a customer (referred to as the "Customer") with Sistag AG (referred to as "Sistag" or "We").

We do not accept the Customer's general terms of purchase or other terms unless we have expressly consented to them in writing. The acceptance of payment on our side does not constitute such consent, even if the payment is received in the knowledge of conflicting or supplementary general terms and conditions of the Customer.

Any contractual terms that deviate from these GTSS apply only if we expressly consent to them in writing.

2. Placement of Order and Order Confirmation

The contractual relationship between Sistag and the Customer is formed when (a) the Customer has placed an order with Sistag in writing, and (b) we have accepted such order in writing through an order confirmation issued to the Customer. Oral agreements are only binding on the parties if they are followed by an order and an order confirmation according to the previous sentence.

Sistag's displays, advertising brochures, and technical documents are not deemed offers and are only binding upon Sistag if they are referenced in Sistag's order confirmation.

3. Scope and Execution of Delivery

Our order confirmation determines the scope and execution of the individual delivery. Our products will only achieve a particular purpose or a particular performance level if such purpose or performance level is expressly described in our order confirmation. Any indications of dimensions and weights are non-binding. We expressly reserve the right to make any changes we deem necessary.

4. Period of Delivery

Our order confirmation will generally state the expected date(s) of delivery. Such dates are non-binding. Any late delivery (or any expected late delivery) will not entitle the Customer to rescind or withdraw from the contract or to claim damages.

5. Prices

Our order confirmation will state the prices of our deliveries. Unless otherwise noted, all pricing is subject to value added tax (if applicable) at the then-current rate. We reserve the right to adjust the prices for any deliveries that take place more than 30 days from the order confirmation date, including, without limitation, to reflect changes in input costs (such as for labor or raw materials) that have occurred between the order confirmation date and the delivery date.

6. Minimum Order Value

The minimum order value is CHF 150.00 or EUR 130.00 (excl. VAT) for any delivery to a country outside of Switzerland. For orders below that value, Sistag reserves the right to charge a processing fee equal to the lesser of (a) CHF 80.00 (or EUR 70.00), or (b) the difference between CHF 150.00 or EUR 130.00 (excl. VAT) and the actual order value.

7. Cancellation and Changes

Orders that Sistag has accepted through an order confirmation cannot be cancelled or changed, unless with our prior written consent. As a condition for such consent, we may require the Customer to reimburse us for any costs incurred in performance of the originally confirmed order.

8. Delivery

We make all our deliveries Ex Works (EXW) (Incoterms 2020) at our premises in Eschenbach, Canton of Lucerne, Switzerland. Among other things, packaging and insurance of the products is the Customer's sole responsibility.

9. Payment Term

Unless we agree otherwise in writing, the Customer shall pay our invoice within 30 days from when the products are ready for dispatch at our premises.

10. Storage

If the Customer requests the products to be stored on our premises for reasons for which we are not responsible, we may charge a storage fee amounting to 0.5% of the invoiced amount for each month begun, starting one month after notice is given that the products are ready for delivery. Such storage occurs at the Customer's sole risk and expense and neither postpones our invoice nor the due date for the Customer's payment obligations.

11. Reservation of Ownership

The Products delivered by us remains our property until such time as full payment has been rendered. We are entitled to have a reservation of ownership registered in the relevant registries at any time. The Customer is obliged to cooperate with any measures required to protect our property.

12. Warranty

We warrant that our products are and will remain free of material defects for a period of 12 months from the date of delivery (the "Warranty Period"). Our warranty is excluded if any defect is the result of (a) natural wear and tear, (b) any maintenance of the products in any manner contrary to our then-current instructions, (c) any failure to follow our then-current operating instructions, (d) excessive loads, (e) unsuitable operating conditions, or (f) chemical or electrolytic influences, corrosion, erosion, cavitations, or the like. Further, if the defect can be traced to the material or workmanship of one of our upstream suppliers, we warrant our products only to the extent that our supplier has provided a corresponding warranty to us.

The Customer must carefully examine the products upon delivery and immediately notify us in writing of any defects. Defects whose nature render them detectable only after delivery, even where the product was examined upon delivery with reasonable care, must also be reported immediately in writing upon their discovery.

During the Warranty Period and upon being so requested in writing by the Customer, we agree to undertake as quickly as reasonably possible the repair, or at our option the replacement, of any parts of our products demonstrably rendered defective or unusable due to a material defect. Replaced parts become our property. We bear only the costs incurred by the repair or the replacement of defective products at our premises in Eschenbach, Canton of Lucerne, Switzerland. If for any reasons a repair must be done outside of our premises, all additional costs thereby incurred are charged to the Customer.

To the maximum extent permitted by applicable law, this section 12 states the entire obligations and liabilities of Sistag towards the Customer in connection with defects of the products to the exclusion of any statutory rights or remedies of the Customer. Without limitation, the Customer is not entitled to the warranty remedies of price reduction or rescinding/withdrawing from the contract nor to claim any damages.

13. Confidentiality

The Customer and Sistag agree to maintain confidentiality of facts and data that are neither in the public domain nor generally accessible. In case of doubt, facts and data must be treated in confidence. In particular, Sistag's quotations and order confirmations as well as drawings, descriptions, figures, and other technical information are confidential and are not allowed to be divulged to third parties.

14. Force Majeure

If we are delayed, hindered in, or prevented from performing any or our obligations by an event that is beyond our reasonable control (including, without limitation, war, natural disasters, fire, flood, earthquake, pandemics, explosions, sabotage, acts of terrorism, riot or civil commotion, criminal acts, embargos, revolutions, labor disputes, or accidents), then our obligations will be suspended for as long as such event continues. The Customer acknowledges the ongoing worldwide existence of the COVID-19 pandemic and agrees that such pandemic is a continuing event beyond Sistag's reasonable control, which may have direct or indirect consequences on the

delivery of the products, including with regard to the delivery dates.

15. Final Provisions

When used in these GTSS the expressions "in writing" and "written" include printing on paper as well as electronic and facsimile transmission and other modes of representing or reproducing words in a visible form.

Neither party can without the prior written consent of the other party assign, transfer, charge, license or otherwise deal in or dispose of any contractual rights or obligations.

These GTSS, and all disputes, controversies or claims arising out of, or in relation to, these GTSS and/or the delivery of the products to the Customer, are governed by Swiss law, irrespective of their legal basis. The UN Convention on Contracts for the International Sale of Goods (CISG) will not apply.

If the Customer has its seat in Switzerland or in a country that is a member state of the European Union, the courts in Eschenbach, Canton of Lucerne, Switzerland will have exclusive

jurisdiction over any dispute, controversy, or claim arising out of, or in relation to, these GTSS and/or the delivery of the products to the Customer.

Otherwise, if the Customer does not have its seat in Switzerland nor in a country that is a member state of the European Union, any dispute, controversy, or claim arising out of, or in relation to, these GTSS and/or the delivery of the products, including the validity, invalidity, breach, or termination thereof, as well as pre-contractual and extra-contractual related issues, will be resolved by a sole arbitrator, in accordance with the Expedited Procedure under Article 42 of the Swiss Rules of International Arbitration of the Swiss Chambers' Arbitration Institution in force on the date on which the Notice of Arbitration is submitted in accordance with these Rules. The seat of the arbitration will be Zurich. The language of the arbitration will be English. If the amount in dispute exceeds CHF 1.000.000, the ordinary procedure under the Swiss Rules will apply, unless the Parties agree to have recourse to the expedited procedure.

Eschenbach, January 2022