Scope of Application

These general terms and conditions ("**Terms and Conditions**") shall apply to all sales of goods and systems as well as provisions of services by Amberg Infra 7D AG ("AI7D") to a buyer ("**Buyer**").

These Terms and Conditions shall apply even if Buyer submits its own terms and conditions of purchase to AI7D and AI7D did not expressly exclude their applicability.

Any declaration, agreement and/or acceptance of any kind at variance with these Terms and Conditions shall be binding upon AI7D only if and to the extent they have been expressly confirmed by AI7D in writing.

These Terms and Conditions together with AI7D's confirmation in writing of any undertaking shall be deemed to be the legally binding contract between AI7D and Buyer and to constitute the complete terms and conditions of such contract.

1. Contract

1.1 A contract between AI7D and Buyer shall become effective only upon confirmation of a purchase order or any other undertaking by AI7D in writing or by conclusive action such as, without limitation, the immediate delivery of the goods and/or the performance of the services ("**Contract**"). AI7D's offer and confirmation of its purchase order or undertaking together with these Terms and Conditions shall determine the terms and conditions of the Contract.

1.2 Any specifications and illustrations in AI7D's printed documentation or on digital or electronic media as well as any technical documents, such as descriptions, drawings, brochures etc. are not legally binding and subject to change without notice. Only the specifications and illustrations set out in a Contract shall be legally binding between AI7D and Buyer.

1.3 If during the Contract Buyer requests to modify the scope thereof, such request shall be addressed in accordance with clause 1.1 and on terms according to clause 12.3.

2. Statutory Order of Precedence

The legal relationship between AI7D and Buyer shall be governed by the following documents listed by order of precedence:
1. The provisions of the Contract;
2. The present Terms and Conditions
3. Swiss legislation, including, without limitation, the Code of Obligations.

3. Intellectual Property of Documentation

Any documentation on printed, digital or electronic media, such as, but not limited to, studies, blueprints, reports, brochures, photos, software etc. shall remain AI7D's intellectual property including, without limitation, the copyright thereto and shall be returned to AI7D on first demand. They shall not be copied or duplicated in any form, not be used for reverse-engineering, reproduction or manufacturing of any goods or services nor be made available to third parties without the express prior approval in writing of AI7D.

4. Personal data protection

All personal data disclosed by AI7D to the Buyer in any form, shall be treated in strict adherence to the local data protection legislation in Buyer's country which includes, amongst other, that the Buyer:
i. will process all personal data only for the purposes for which it was made available to Buyer; and
ii. will only process personal data for lawful purposes; and
iii will delete personal data from its registers as soon as the purpose for which it was transferred has been reached.

5. Buyer's Legal Environment

It shall be Buyer's exclusive duty to bring to AI7D's attention all local laws, regulations and legal requirements, including, but not limited to, working regulations, sickness, work safety and accident prevention, which may apply to the execution of the Contract.

6. Interruption of Work

In the event of any interruptions, delays or obstructions in AI7D's execution of the Contract for reasons that are not attributable to AI7D or in the event of additional work becoming necessary as a consequence of the foregoing, AI7D shall be entitled to the reimbursement from Buyer of any and all additional costs and expenses as well as to the indemnification of any loss or damage incurred also if caused by any of Buyer's third party contractors.

7. Information and Material Provided by Buyer

If anything such as, but not limited to, information, goods or services ("**Information and Material**") is required by AI7D for the performance of a Contract, Buyer and/or its third party contractors shall promptly supply same to AI7D and shall warrant for timeliness, accuracy, completeness and quality thereof. AI7D shall be entitled to rely on such Information and Material without further checks or incoming inspection. AI7D shall promptly inform Buyer in case of any deficiency of the Information and Material and Buyer shall be liable for any and all additional costs and expenses as well as any and all loss and damage caused to AI7D by the provision of such deficient Information and Material. Usual storage conditions for the Material shall apply unless special storage conditions have been expressly agreed in writing.

8. Advertising

AI7D shall be entitled to advertise its work executed for Buyer and to be cited in publications of Buyer and/or its

third-party contractors subject to prior mutual agreement on form and substance.

9. Software

9.1 "Software" shall mean both (i) software used as operating systems or firmware built into certain hardware products and included in the delivery thereof ("System Software") which shall be deemed forming integral part of such hardware products, and (ii) software pre-installed on hardware products or loadable on a stand-alone basis as add-ons to the hardware products or on personal computers of end users, as the case may be ("Application Software") which shall be deemed subject, as the case may be, to the AI7D Standard Software License Agreement included in such software or to third party software license agreements in the event of AI7D distributing third party software.

9.2 Software is licensed and not sold. For the use of any Software delivered or subsequently supplied to Buyer, AI7D hereby grants to Buyer against payment of a fee a personal, non-transferable, worldwide and non-exclusive license under the terms and conditions set out in the AI7D Standard Software License Agreement, the present Terms and Conditions and/or the Contract. For third party software distributed by AI7D, the license provisions of such third parties shall apply.

9.3 All rights, title and interest in and to the Software, any copies thereof, and all intellectual property embodied therein, are, and shall at all times remain, the sole and exclusive property of AI7D or its licensors, as the case may be. No right to use, print, copy or display the Software, in whole or part, is granted hereby, except as expressly provided in the Contract or in any of the applicable software license agreements. Buyer shall not (i) modify, adapt, translate, make derived works of, decompile, disassemble or otherwise reverse-engineer the Software or any portion thereof (subject to applicable mandatory legal provisions expressly permitting reverse-engineering under specific circumstances), and/or (ii) install such Software on any other operating system than the operating system specified by AI7D, and/or (iii) make such Software Product available to a third party, for example through, but not limited to, donation, leasing, loan for use, tests etc., except as expressly provided in the Contract or in an applicable software license agreement.

9.4 For AI7D to be able to provide maintenance and support for the Software and to keep Buyer updated to the most recent version of the Software, AI7D shall be entitled to request from Buyer to register with AI7D prior to using the Software, to install copy protection mechanisms, hardware keys ("blocks" or "dongles"), LAN metering or policing systems, or other software or hardware

items designated to prevent unauthorized copying and use of the Software.

10. Cloud-based Products

10.1 A cloud-based product is an Application Software licensed to Buyer directly by AI7D or indirectly via AI7D's distribution partners according to a separate license agreement ("Cloud-based Product"), to which these Terms & Conditions are included by reference and made an integral part thereof.

10.2 The Cloud-based Product is licensed to the Buyer including a link to a cloud provider such as, but not limited to, the Microsoft Azure Cloud or AI7D's own cloud (generally "Cloud Provider"). If the Cloud Provider is a third party, the services provided by such third-party Cloud Provider are rendered in accordance with a license agreement entered by and between AI7D and such third-party Cloud Provider. The terms and conditions of such third-party Cloud Provider shall apply to Buyer. Such third-party Cloud Provider's terms and conditions as well as AI7D's terms and conditions applying to its own cloud shall be communicated to Buyer upon demand. AI7D has no responsibility for the services provided by the third-party Cloud Provider and hereby declines any and all liability for any dysfunction and/or defect of such services and/or errors produced by such services. In turn, AI7D shall be liable for its own cloud in accordance with AI7D's End-User License Agreement (EULA), in particular its clause 3.

10.3 AI7D shall use commercially reasonable efforts to assure a smoothly running link between the Cloud-based Product and the third-party Cloud Provider. However, AI7D will not take on any responsibility if such link is not operating to the satisfaction of Buyer and hereby declines any and all liability for any dysfunction of such link. In turn, AI7D shall be responsible for the proper functioning of the link to its own cloud in accordance with AI7D's End-User License Agreement (EULA), in particular its clause 3.

10.4 The use of the Cloud-based Products implies that AI7D will have access to all of Buyer's data necessary to fulfil the Cloud-based Product's functions ("Buyer's Data"). Buyer hereby acknowledges and agrees that AI7D may use such Buyer's Data for artificial intelligence purposes, such as, but not limited to, assuring that the Cloud-based Product learns how to run more efficiently and/or more rapidly. AI7D hereby undertakes not to use the Buyer's Data for any other purpose than for the proper operating of the Cloud-based Product.

10.5 AI7D declines any responsibility for Buyer's Data collected by a third-party device, such as, but not limited to, a scanner. In turn, if Buyer's Data is collected with an AI7D good, AI7D shall be liable for any dysfunction and

defect of the good and the errors in the Buyer's Data as further set out and limited in the purchase agreement of the AI7D goods and these Terms and Conditions.

11. Rental of Goods

11.1 If goods are rented out by AI7D to Buyer, Buyer shall pay the rent monthly for the term of the rent as agreed in a separate rental agreement.

11.2 All risk of loss and damage, including, without limitation, of theft and destruction of the goods shall pass to Buyer upon delivery ex works ("EXW") AI7D's premises in Regensdorf, Incoterms 2020. Buyer shall be solely responsible to arrange for adequate insurance coverage of the rented goods at the price indicated by AI7D. Title to the rented goods shall at all times rest with AI7D. Upon request of AI7D, Buyer shall disclose the insurance policy to AI7D.

11.3 Buyer shall handle the rented goods at least with the same care and diligence as its own products. The warranty terms set out herein shall apply also to rented goods.

11.4 AI7D shall be entitled to terminate the rent of the goods at any time for cause, which shall include, without limitation, breach of contract, late payment of the rent, lack of care and diligence in handling the goods, and absence or insufficient insurance cover and to claim for any loss, damage and/or costs incurred.

12. Prices

12.1 Unless otherwise agreed in writing, all prices shall be deemed ex works ("EXW") AI7D's premises in Regensdorf, Incoterms 2020, net of deductions of any kind and for any reason and exclusive of cost of freight and insurance, as well as of any domestic or foreign taxes including, without limitation, VAI7D, sales tax, custom duties, fees and other charges of any kind which shall all be borne by Buyer.

12.2 In the absence of any specific instructions to the contrary by Buyer, AI7D shall choose the type of packing which appear in AI7D's judgment as the most suitable for Buyer.

12.3 Any price increases due to changes caused by price increases beyond AI7D's control or by modifications required by Buyer in accordance with clause 1.3 shall entitle AI7D to reflect such price increase in its invoice to Buyer and Buyer shall be obligated to pay such increased price.

13. Cost of Transport and Insurance

13.1 Unless expressly otherwise agreed, Buyer shall be responsible for arranging for transport and the provision of transport insurance against risk of loss, theft, destruction and damage of any kind.

13.2 Transport and transport insurance arranged by AI7D

(a) Transport and transport insurance arranged by AI7D shall be affected for the account and at the sole risk of Buyer. Claims regarding loss, theft or damage during transport shall be promptly reported to AI7D by way of a customary damage certificate. The instructions of the insurers and carriers shall be strictly adhered to.

(b) Visible transport damage or irregularities which may be observed without unpacking the goods shall be certified by the carrier (e.g. air cargo, postal authorities or the driver of the vehicle making the delivery) immediately upon delivery of the goods to Buyer. The extent and probable cause of the damage shall be stated in such certificate, and Buyer shall refuse acceptance of the delivery if such certificate is not received from the carrier.

(c) Buyer shall unpack the goods immediately after delivery. In the event of any damage being found during unpacking, the goods shall be left in the packing and in the state when the damage was noticed, and the relevant carrier shall be promptly notified both verbally and in writing (by registered post) to assess and take on the responsibility for the damage.

14. Conditions of Payment

14.1 Payment shall be made in accordance with the conditions stated in the Contract.

14.2 The due date(s) for payment shall be binding, even if transport, delivery, erection, commissioning or acceptance of the goods and services are delayed or made impossible by circumstances beyond AI7D's control or if subsequent work is necessary for any of the delivered goods or services. Deductions from or set-off of payments due or any retention or delay in effecting payment shall not be permissible unless accepted in writing by AI7D.

14.3 In the event of late payments, AI7D shall be entitled to charge late interest as from the due date at 3-month compound SARON® (minimal 0%), plus 5%. Payment of such late interest shall not relieve Buyer from its payment obligations of principal.

14.4 In the event that Buyer falls in arrear with regard to any payment or its creditworthiness becomes questionable in AI7D's sole judgment, all and any moneys owed to AI7D shall become immediately due and payable. In such cases, AI7D shall have the right to either withhold delivery of goods and/or performance of services or to rescind the contract and claim for loss and damage.

14.5 For goods and services manufactured and/or customized to Buyer's specifications, AI7D shall be entitled to charge advance payment(s) and/or progress

payments, as the case may be, in accordance with the payment conditions agreed separately with Buyer.

15. Retention of Title/Grant of Security Interest

AI7D shall be entitled at its sole option but at Buyer's cost and expense to require from Buyer to grant AI7D the right of retention of title to the goods and services delivered to Buyer and/or obtain a security interest in such goods and/or services, as the case may be. Should Buyer refuse to cooperate with AI7D to perfect such retention of title and/or security interest in favour of AI7D under Buyer's local law, AI7D shall be free to withhold the delivery of such goods and/or services until such time when such retention of title and/or security interest has been perfected in favour of AI7D.

16. Delivery Period and Deliveries

16.1 Deliveries shall be ex works ("EXW") AI7D's premises in Regensdorf, Incoterms 2020.

16.2 All delivery dates shall be considered reference dates only and time shall not be of the essence. AI7D shall promptly inform Buyer when a delivery delay becomes definitely unavoidable. In no event shall AI7D be liable for any and all loss, damage and/or costs incurred by Buyer, which Buyer may incur, either directly or indirectly, as a consequence of the non-observance of the delivery date by AI7D including, without limitation, loss of income or profits.

16.3 AI7D shall be entitled to partial deliveries except where otherwise specifically agreed to the contrary in the Contract.

16.4 The delivery period shall commence immediately upon order confirmation provided, where applicable, that all formalities have been completed, all export, import and exchange control permits obtained, and all technical questions clarified and accepted by AI7D. If any of the foregoing is missing, the delivery period shall commence upon fulfilment of the last of the foregoing items.

16.5 The delivery period shall be extended in any of the following events:

a) force majeure i.e. a situation over which AI7D is unable to exert any influence despite exercising all necessary care and diligence. In such an event, the contractual obligations of AI7D shall be suspended, and Buyer shall not be entitled to claim for loss or damage based on non-fulfilment of the contract. In the event that a case of force majeure should continue for a period of more than 3 (three) months, either party shall have the right to terminate the Contract without being liable to the other party for any loss or damage incurred;

b) Buyer is in arrear with respect to its contractual obligations, in particular, without limitations, in case of late payments. Where payment is to be made by letter

of credit, such letter of credit shall be received by AI7D in time before delivery of the goods and services;

c) subsequently to AI7D's order confirmation, Buyer requires from AI7D modifications to the goods and/or services, provided such modifications are accepted by AI7D;

d) Buyer provides Information and Material which are faulty, incomplete or not delivered on time.

17. Incoming Inspection and Complaints Regarding Defects

Buyer shall proceed to a full incoming inspection, including, without limitation, a full-fledged functionality check, promptly after delivery of the goods and services. Buyer shall notify AI7D in writing by registered post of any defect, delivery of wrong goods, wrong quantities or deficient services within eight days after delivery of goods or performance of services, failing which such goods and/or services are deemed accepted. Buyer shall give AI7D the opportunity to remedy the defect. Buyer shall not be entitled to any indemnification, compensation and/or rescission from the contract.

18. Express Limited Warranty

For Application Software, the warranty provisions contained herein shall expressly not apply. The warranty provisions for such Application Software are set out in the AI7D Standard Software License Agreement or the third-party license conditions. The warranty provisions set out hereinafter shall apply exclusively to goods, i.e. hardware including System Software:

18.1 AI7D warrants only to the original Buyer that its goods will be free from defects in workmanship and materials, under normal use, provided any and all operating and maintenance instructions are strictly respected, in particular in case of extreme and/or continuous applications/use of the goods.

18.2 The warranty period shall be 12 (twelve) months for hardware including System Software, and 90 (ninety) days for re-chargeable batteries as of the certified date of delivery of the goods to the Buyer, however at the latest 60 (sixty) days after the date of the shipment note of the goods "ex works" of AI7D premises in Regensdorf, Incoterms 2020.

18.3 AI7D's sole obligation under this express limited warranty shall be, at AI7D's sole option and expense, to replace or repair the goods or parts. AI7D warrants any repaired or replaced good or part for a period of 90 (ninety) days from shipment, or through the end of the original warranty period, whichever is longer. All goods or parts that are replaced become the property of AI7D.

18.4 Buyer's sole remedy for breach of the warranty shall be this express warranty which is exclusive and in lieu of all other warranties, terms or conditions, express

or implied, either in fact or by operation of law, statutory or otherwise, including warranties, terms or conditions of merchantability, fitness for a particular purpose, satisfactory quality and non-infringement, all of which are expressly disclaimed.

18.5 AI7D shall not be liable if the alleged defect or malfunction was caused by Buyer's or any other person's misuse, neglect, improper installation, unauthorized attempts to open, repair or modify the goods, inadequate maintenance, disregard of operating instructions, excessive load or stress, normal wear and tear, or any other cause beyond the range of its intended use, by accident, fire, or other hazards, or other cause not due or attributable to AI7D. This warranty does not cover physical damage to the goods or malfunctions resulting from the use of the goods in conjunction with any sort of ancillary or peripheral equipment and AI7D determines that there is no fault with the goods themselves.

18.6 This express limited warranty does neither cover transport damages, nor consumable material or non-durable items such as, but not limited to, wheels, brakes, storage batteries, fuses, epoxy raisin, etc., nor shall subsequent adjustments made to the goods in accordance with their instruction manuals fall within the scope of the warranty. Any third-party product shall be exclusively subject to such third party's warranty conditions.

18.7 Buyer must contact AI7D, the authorized distributor of AI7D, or the service centre indicated by AI7D within the applicable warranty period to obtain warranty service authorization. Dated proof of original purchase from AI7D or its authorized distributor and a description of the defect will be required. AI7D is not responsible for goods or parts sent in without a warranty service authorization. Repaired or replacement goods will be shipped to Buyer at AI7D's expense. The repaired good or part will be shipped as soon as reasonably possible. AI7D shall not be responsible for any damages occurring during such shipment. AI7D shall, at its sole discretion, decide on the place of performance for work under warranty. For goods forming part of a fixed installation, such place of performance shall be the site of such installation and AI7D shall have the right to charge for additional costs for such services under warranty if the site of the goods is other than where the goods were originally installed or shipped.

18.8 AI7D is entitled to refuse performing any service under warranty while Buyer is in arrear in fulfilling its contractual obligations.

18.9 Where parts and/or components of the goods are supplied to AI7D by third party suppliers and provided Buyer is informed accordingly by AI7D, Buyer shall either conclude a maintenance contract with AI7D's supplier or AI7D shall accept liability only to the extent of the warranties provided to AI7D by AI7D's third party supplier and such supplier's warranty shall be in lieu of all warranties specified herein with respect to all parts and/or components of the goods supplied by such third party supplier.

19. Limitation of Liability.

19.1 AI7D ALSO EXCLUDES ANY LIABILITY, WHETHER BASED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND, OR COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS BY BUYER, OR FOR THE LOSS OF REVENUE OR PROFITS, LOSS OF BUSINESS, LOSS OF INFORMAI7DION OR DAI7DA, OR OTHER INFORMAI7DION OR FINANCIAL LOSS ARISING OUT OF OR IN CONSEQUENCE WITH THE SALE, INSTALLAI7DION, MAINTENANCE, USE, PERFORMANCE, FAILURE, OR INTERRUPTION OF THE GOODS AND SERVICES, EVEN IF AI7D OR ITS DISTRIBUTORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND LIMITS ITS LIABILITY TO REPLACEMENT OR REPAIR, AI7D AI7D'S SOLE OPTION. THIS LIMITAI7DION OF LIABILITY FOR DAMAGES WILL NOT BE AFFECTED IF ANY REMEDY PROVIDED HEREIN SHALL FAIL OF ITS ESSENTIAL PURPOSE.

19.2 WITH RESPECT TO COMPUTERS, COMPUTER-AIDED EQUIPMENT AND SOFTWARE, AI7D SHALL NOT BE LIABLE FOR DAMAGES IN ANY WAY RELAI7DED TO OR CONNECTED WITH THE RESULTS OBTAINED OR INFORMAI7DION EXTRACTED FROM OR OTHERWISE CONTRIBUTED TO BY AFOREMENTIONED GOODS. BUYER SHALL REMAIN RESPONSIBLE FOR THE VERIFICATION OF THE RESULTS OBTAINED OR INFORMATION EXTRACTED FROM THE AFOREMENTIONED GOODS AND AI7D'S LIABILITY SHALL BE LIMITED TO THE REMEDIAL ACTION SET FORTH IN CLAUSE 18.

19.3 SHOULD A COMPETENT COURT OF JURISDICTION NOT ALLOW THE ENTIRE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES OR THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR CERTAIN PRODUCTS SUPPLIED TO CONSUMERS, OR THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, SUCH IMPLIED WARRANTIES AND SUCH LIABILITIES WILL BE LIMITED TO THE DURATION OF THE APPLICABLE EXPRESS WARRANTY AND SHALL NOT EXCEED THE TOTAL AMOUNT OF THE SALE TO BUYER.

20. Returns

No returns of goods and services shall be permitted except in case of warranty service pursuant to Clause 18 hereof, provided, however, warranty service authorization has been received from AI7D prior to returning the goods for warranty service.

21. Export Restrictions

The goods sold by AI7D may be subject to export restrictions of Switzerland, the USA, the European Union and/or the United Nations. AI7D shall be responsible to obtain export clearance when necessary. Buyer shall fully cooperate with AI7D and shall make all information available, including, but not limited to, the end user statement required by an export agency. Buyer shall not re-export the goods and shall bear the exclusive responsibility for strict compliance with the export regulations mentioned above in this clause and, in addition, with the export the regulations applicable in Buyer's country.

22. Term and Termination

22.1 The Contract shall lapse when the sale of the goods or the provision of services has been completed.

22.2 Termination for cause: Each party shall be entitled to terminate any Contract partially or in its entirety with immediate effect in the cases set out hereinafter and the terminated party shall indemnify the terminating party for all loss and damage incurred as a consequence of such termination:

- In the event of the commencement of judicial composition or bankruptcy proceedings, the cessation of business, the sale or handing over of business, or any other material change in the circumstances of the terminated party that causes justifiable apprehension of financial loss or damage on the part of the terminating party.

- In the event of breach of contract or persistent default in payment, provided that if a remedy is possible, the terminating party has granted the terminated party a 30 (thirty) day period within which to remedy the contractual position (the "**Remedy Period**") and the terminated party has been unable to remedy the contractual position within such Remedy Period. In the event that the termination becomes legally effective upon the expiry of the 30 (thirty) day Remedy Period without the remedy having been achieved, the terminating party may claim damages for any and all loss and damage incurred from the terminated party.

23. Place of Performance

Unless expressly agreed otherwise in writing, place of performance under these Terms and Conditions shall be AI7D's premises in Regensdorf, Switzerland.

24. Governing Law and Place of Jurisdiction

These terms and conditions shall be governed by and construed according to the laws of Switzerland, excluding all conflict of laws principles and excluding the United Nations Convention on the International Sale of Goods dated 11 April 1980. Place of jurisdiction shall be the courts having jurisdiction at the place of AI7D's registered offices. The foregoing notwithstanding, AI7D shall have the right to take legal action in the courts competent at Buyer's registered offices.

25. Severability

In the event any provision of these terms and conditions is declared to be illegal, invalid or otherwise unenforceable by a court of competent jurisdiction, such provision shall be reformed, if possible, to the extent necessary to render it legal, valid and enforceable, or otherwise deleted, and the remainder of these terms and conditions shall not be affected except to the extent necessary to reform or delete such illegal, invalid or unenforceable provision. In case of reform, the illegal, invalid or unenforceable provision shall be replaced by such legal, valid and enforceable provision which best serves the interest of the parties as originally intended by the illegal, invalid or unenforceable provision.

26. No Waiver

No supplement, modification or waiver of these Terms and Conditions shall be binding unless executed in writing by both parties. No waiver of any of the provisions of these Terms and Conditions shall, or shall be deemed, constitute a waiver of any other provisions hereof (whether or not similar), nor shall any such waiver constitute a continuing waiver unless otherwise expressly provided.

Regensdorf, 1st of January 2024

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