

## Standard Terms and Conditions of Sale and Supply, Payment and Software Use

### § 1 General – Scope

1. These Standard Terms and Conditions of Sale and Supply (**STCs**) form the sole basis for all supplies and services including customer-specific complete solutions/controls and configuration of hardware and software components (**product**) to be performed by Jetter AG (**Jetter**). Jetter will not accept additional terms and conditions of the customer (**customer**) which differ from these STCs unless Jetter has acknowledged them in writing. By placing the order and accepting our goods and services the customer confirms its acceptance of these terms and conditions.

2. These STCs only apply to entrepreneurs exercising their commercial or independent professional activity and to legal entities under public law. They apply to current and future business between Jetter and the customer.

### § 2 Offer/Order/Placement of order

1. Unless expressly stated, all offers made by Jetter are non-binding and subject to confirmation even if the customer has specifically requested an offer.

2. Orders placed by the customer are binding on the customer and are deemed to have been accepted once Jetter has issued written confirmation.

3. The basis of the contract and the scope of goods and services to be supplied by Jetter is Jetter's written order confirmation. The order confirmation contains the definitive and full description of goods/services to be provided by Jetter; in particular, it forms the basis of the technical features, the technical and commercial details and provisions of use and safety.

4. The offer documents such as illustrations, drawings, weight and dimensions are only approximate and are not binding unless expressly stated. Jetter reserves title and copyright in estimates, drawings and other documents; these and any other information must not be disclosed or passed to third parties.

### § 3 Prices/Payment

1. The prices are quoted ex-works and do not include statutory value added tax, packaging costs or any other applicable costs or levies (such as customs duties). Value added tax, if applicable, will be stated separately in the invoice at the applicable statutory rate.

2. Prices stated are for the products themselves and do not include the costs of product installation, assembly and commissioning or any on-site software adjustments.

3. Any on-site software adjustments needed for commissioning, additional requests or other changes requested by the customer will be charged separately based on the actual costs incurred and the rates for the provision of technicians and engineers.

4. Jetter will charge separately for any technicians' waiting time for which the customer is responsible,

including without limitation where waiting is due to preliminary mechanical work not having been completed by the customer or other third parties involved in the project and for which Jetter is not responsible.

5. Invoices are payable without deductions no more than 30 days after the invoice date.

### § 4 Dates/Deliveries

1. Any agreed delivery periods will begin when the order confirmation is sent, but not before documents, approvals, releases, clarification of all technical questions or any agreed advanced payment to be provided by the customer have been received.

2. The delivery period is deemed to have been met if the product has been supplied within that period in accordance with the agreed Incoterms. Unless otherwise agreed, EXW (Incoterms 2020) will apply. Jetter's obligation to comply with the delivery period is subject to Jetter having been properly supplied by its own suppliers, including without limitation in a timely manner and in the required quantity and quality. If Jetter is not supplied properly, it may adjust the delivery period or the scope of supply and service or withdraw in whole or in part from the individual contract. Jetter will notify the customer without undue delay if it has not been properly supplied. If Jetter withdraws from some or all of the contract, it will reimburse the customer for any advance performance rendered by the customer.

3. If Jetter does not perform by the date stipulated in (1), the customer will grant Jetter an appropriate extension.

4. If the customer requests deferral of shipment, Jetter will charge the customer the product storage costs for each week of delay in acceptance beginning one month after Jetter's notification that the shipment is ready for dispatch. If the customer does not take delivery of the product within an appropriate period set by Jetter, Jetter may dispose of the product as it sees fit and supply the customer with a new product within an appropriate extension period.

5. Jetter may supply in part-shipments.

6. Acceptance for customer-specific software and hardware development will take place solely as expressly agreed between Jetter and the customer.

### § 5 Passage of risk

The agreed terms and conditions of supply stipulate that risk will pass to the customer in accordance with INCOTERMS. Unless otherwise agreed, delivery and the passage of risk will be EXW (Incoterms 2020).

### § 6 Customer-specific software

1. The software designed and used for the complete control units to be produced under the contract is adapted by Jetter from (standard) software modules which Jetter has designed for numerous

applications, compiled to customer's requirements and adapted to the performance requirements stipulated in the contract (customer-specific application program).

2. Jetter will retain all title rights in the standard software modules and the customer-specific application program. In the case of the customer-specific application program, the customer will be granted a non-transferable right to use the standard software modules and the customer-specific application program for the purpose stipulated in the contract; the customer-specific application program may not be sub-licensed without Jetter's prior written consent. The customer and third parties are prohibited from de-compiling the standard software modules.

3. Jetter retains the right to design and offer similar customer-specific software solutions for other applications of other customers.

### **§ 7 Reservation of title**

1. Jetter will reserve title in the products sold until the customer has paid all obligations under this contract in full.

2. Until title has passed to the customer, the customer will notify Jetter in writing without undue delay if the product supplied is attached or otherwise subject to third-party intervention and notify such third party of Jetter's title rights. If the customer acts in breach of contract, particularly if the customer fails to meet its payment obligation despite being reminded by Jetter, Jetter may, after setting a reasonable deadline, withdraw from the contract and demand restitution of the product in which it still has title. Jetter's repossession of the product will be deemed to constitute withdrawal from the contract. Any transportation costs thereby incurred will be borne by the customer. Once it has retaken possession of the product, Jetter is authorised to realise it as it sees fit. Any realisation proceeds must be offset against the customer's liabilities less appropriate realisation costs.

3. The customer must treat the product with care. For as long as Jetter has reservation of title the customer must insure the product sufficiently against damage caused by natural forces and theft at replacement value at its own cost.

4. The customer may resell product in the normal course of business even if it has not yet paid in full. The customer herewith assigns to Jetter any claims against its own customers or third parties arising from resale of the reserved product in the amount of the purchase price (including VAT as applicable). Jetter hereby accepts such assignment. This assignment applies irrespective of whether the product has undergone processing prior to resale.

### **§ 8 Liability for defects**

1. The customer may only assert claims for defects provided it has met its obligations to examine the goods and report the defects in the normal course of business on receipt pursuant to § 377 German Commercial Code (*Handelsgesetzbuch*). The customer must report any obvious defects to the

products supplied, including any transport damage, to Jetter in writing on receipt, but without undue delay no more than three working days after receipt together with an accurate description of the defect. Hidden defects must be reported to Jetter in writing without undue delay after discovery. Where defects are not reported promptly, the goods will be deemed to have been accepted and the customer will forfeit any warranty rights.

2. If the goods supplied are defective, Jetter may, at its discretion, carry out subsequent performance either by remedying the defect or by replacing the defective item by a new non-defective item. If it remedies the defect, Jetter will only bear the associated costs up to the purchase price of the defective item.

3. Controls/software designed to customer specifications in the context of a project will only be deemed defective if they differ materially from the specifications, order confirmation, or jointly established descriptions of work/procedures and required functions. Jetter will not be liable for defects caused by third-party programs which do not arise until the product is in operation in the customer's intended operating environment, including without limitation programs of which Jetter had no knowledge at the time of design/acceptance and which Jetter did not test.

4. If subsequent performance is unsuccessful, the customer may, at its discretion, withdraw from the contract or demand a reduction in the purchase price.

5. Under no circumstance will Jetter be liable for losses caused by the following: inappropriate or improper use of the products, faulty assembly or commissioning by the customer or third parties, normal wear and tear, faulty or improper handling, unsuitable operating materials, alternative materials, faulty construction work, chemical, electrochemical or electrical factors, in as far as they are not attributable to fault on the part of Jetter. If the complaint regarding the defectiveness of some or all of the products supplied is justified, Jetter will bear the necessary cost of rectifying the defect by replacement or remedy or correcting the fault including without limitation the costs of transport, travel, labour and materials, but no further than the location to which some or all of the defective products were originally supplied. To enable Jetter to perform whatever repairs and replacement it deems necessary, the customer will, after consultation with Jetter, grant the necessary time and opportunity, otherwise Jetter will be released from liability for such defects. The customer may only remedy the defect itself or have it rectified by third parties and demand that Jetter reimburse the necessary costs where there is a risk to operating safety and to prevent disproportionately serious damage, or where Jetter is in default with remedying the defect. Jetter must be informed and given an opportunity to comment before the customer or a third party commences remedying the defect.

6. Where the customer is entitled to compensation for losses instead of performance, Jetter's liability is limited to compensation of the foreseeable

average loss typical of this type of contract; this also applies to (4).

7. Where Jetter has designed or produced in accordance with mandatory requirements of the customer, the customer will release Jetter from any third party-claims of any type whatsoever including without limitation claims arising from the infringement of industrial property rights.

8. The limitation period for claims of the customer in respect of defects is 24 months from delivery/acceptance.

### **§ 9 Compensation/Liability**

1. Jetter will bear unlimited liability for losses arising from injury to life, the body or health in accordance with statutory provisions. The same applies to intent and gross negligence or where Jetter has expressly assumed a guarantee for specific attributes of the products or the procurement risk of products.

2. Jetter is only liable for other losses arising from simple negligence in respect of losses arising from breach of material contractual duties. Material contractual duties are duties which are intrinsic to the nature of the contract, which are of particular significance in achieving the purpose of the contract and in which the customer is entitled to place reliance. Jetter's liability for simple negligence in respect of material contractual duties, default and impossibility will be limited to losses which can typically be expected to arise in this contract.

3. This has no effect on Jetter's mandatory unlimited statutory liability for default in respect of a binding delivery period and product defects including without limitation product defects covered by the German product Liability Act (*Produkthaftungsgesetz*).

4. Any liability exclusion or limitation which applies to Jetter applies likewise to the personal liability of Jetter's employees, representatives and vicarious agents.

### **§ 10 Force majeure**

If force majeure prevents Jetter from performing its contractual duties, in particular from supplying the products/services, Jetter will be relieved of its obligation to supply the products and/or services for the duration of the impediment plus a reasonable start-up time, without having to pay the customer compensation. Force majeure means unavoidable, unforeseeable circumstances beyond Jetter's control including without limitation forces of nature, water, fire, war, labour disputes, official measures, market-related energy shortages, pandemics or epidemics or material disruption to operations, which make it unreasonably difficult or temporarily at least impossible for Jetter to perform. This also applies if such circumstances arise at one of Jetter's suppliers in respect of the product to be supplied or if Jetter is already in default. Jetter will inform the customer without undue delay as soon as a force majeure event arises in respect of Jetter. If Jetter is released from its duty to render goods and/or services, Jetter will return any advance performance already rendered by the customer. If

force majeure persists for more than three months, Jetter or the customer may terminate the outstanding supplies/services without having to pay the customer compensation.

### **§ 11 Export control**

1. The parties understand that the products and services to be supplied under this contract may be subject to trading control legislation and requirements ("trading control laws") which necessitate a permit from the applicable export control authority. The customer undertakes to comply with any export or re-export requirements or restrictions of Switzerland, the European Union, the United States of America or any other jurisdiction which may apply to the products and/or services supplied under this contract. The customer may not export or re-export any products, services, technical documentation, technology or know-how received to any country which is subject to such requirements or restrictions without the required licence or permit. Jetter makes no guarantee regarding the granting of such licences or permits or their continuing validity thereafter.

2. Jetter reserves the right to withhold or suspend the supply of products or services which are or are likely to be subject to trading control laws. Jetter cannot be held liable for any resultant losses.

3. Any customs duties or levies imposed on the products supplied will be borne by the customer.

### **§ 12 Final provisions**

1. If the general economic, technical, legal or regulatory circumstances change so much as against those that applied when the contract was entered into that either Jetter or the customer can no longer be reasonably expected to comply with the agreed terms and conditions, Jetter and the customer will enter into negotiations on an appropriate adjustment of the contract to the changed circumstances. If Jetter and the customer are unable to agree on an adjustment within three months, each will be entitled to terminate the agreement for good cause with six months' notice.

2. Where the customer is a businessman, jurisdiction will be Jetter's domicile. However, Jetter may also bring action against the customer at the customer's principal place of business.

3. The customer may only offset if its counterclaims have been ruled final and absolute by a court of law, if they are undisputed or if they have been acknowledged by Jetter in writing. The customer may only exercise a right of retention to the extent that its counterclaim relates to the same contractual relationship.

4. The contract is subject to the law of the Federal Republic of Germany excluding the United Nations Convention on Contracts for the International Sale of Goods.

5. Unless otherwise stated in the order confirmation, the place of performance will be Jetter's domicile.

6. If any provision of this contract should be or become invalid, this will not affect the validity of the other provisions. The parties agree to replace any

invalid provision by a valid provision which most closely reflects the intended commercial purpose of the invalid provision. The English version of these standard terms and conditions is provided for your convenience. In the event of any dispute, the original German version will apply.

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