

1. Scope of application and definitions

- 1.1. These Terms & Conditions (T&Cs) are the basis of all legal transactions between ITRIS as a company ('ITRIS') and the contracting party ('Customer'). Any Customer terms and conditions contradicting the provisions set out herein shall only apply where they have been accepted by ITRIS in writing. Amendments and additions to any agreement, including agreements made in any other form, must also be made in writing.
- 1.2. An agreement shall be deemed to be entered into upon receipt by the Customer of the written order confirmation from ITRIS, upon signature of an individual agreement by both parties or upon receipt of the service by the Customer, whichever occurs first.
- 1.3. 'Product' shall refer to any hardware delivered by ITRIS as part of an agreement with the Customer and/or the issuing of a licence to a third-party software. 'Services' shall include all works created and/or services rendered by ITRIS.

2. Object of agreement and delivery period

- 2.1 The content of the agreement shall be governed by the written agreement. In the absence of a written agreement, the written order confirmation from ITRIS shall be taken as the agreement. Information in brochures, catalogues and technical documents shall only be binding where such information is explicitly guaranteed in writing.
- 2.2 A written agreement or order confirmation shall replace any explicit or implicit agreements, promises or offers in full.
- 2.3 Any agreed delivery period shall begin as soon as the agreement is entered into, all official formalities such as import and export licences have been obtained, the contractual obligations have been complied with by the Customer (in particular, those pertaining to prepayments and any securities) and all significant technical points have been settled. The delivery period shall be deemed as adhered to where notice of readiness for dispatch has been submitted to the Customer by the deadline.
- 2.4 In the event of delays in the delivery of products and/or rendering of services, ITRIS shall be entitled to issue a reminder and extend the deadline to a reasonable extent. Where the agreement remains unfulfilled upon expiration of this extension due to the fault of ITRIS, the Customer shall have the right to withdraw from the agreement. In the event of delays pertaining to parts of products and/or services, the right to withdraw shall only apply in relation to the partial service subject to the delay. The right to withdraw shall be waived in full once installation work or other agreed services are commenced, even where such works cannot be completed on time. Any other rights of the Customer due to delay in the delivery of products or the rendering of services are hereby explicitly excluded. In particular, the Customer shall not be entitled to claim damages for delayed deliveries or services.

3. Price and conditions of payment

- 3.1 Unless otherwise agreed, all prices and fees are given net in Swiss francs. This means that all additional costs, e.g. packaging, transport, insurance, taxes (VAT), dues, etc., shall also be borne by the Customer.
- 3.2 Where ITRIS has not explicitly undertaken to perform the installation of products free of charge, ITRIS shall invoice such costs in addition. ITRIS shall also be entitled to invoice the Customer in full for any additional expense incurred as a result of unforeseeable problems in relation to the installation and integration of products (in particular due to insufficient preparation as set out in Section 5.2).

- 3.3 In the case of payments due from the Customer on a periodic basis (e.g. for licence or maintenance fees), ITRIS shall be entitled to adapt the amount of these payments to the end of the year subject to a notice period of 30 days. If the Customer does not agree to this change, he shall be entitled to terminate the corresponding agreement in writing with regard to the services affected by the change no later than to the date on which the fee adjustment comes into effect.

- 3.4 Unless otherwise agreed, payments shall be due within 10 days of issuance of the invoice. Payment shall automatically (i.e. without a reminder being issued) be deemed as in default upon expiry of this deadline. In the event of default in payment by the Customer, ITRIS shall reserve all rights under Art. 103 et seq. of the Swiss Code of Obligations (*Obligationenrecht*). In the event of withdrawal, ITRIS shall also be entitled to demand a contractual penalty in the amount of 10% of the contractual amount, without having to prove damages and irrespective of fault on the part of the Customer. This penalty amount shall be credited towards the damages caused by the delay. In the event of default in payment by the Customer, ITRIS shall also be automatically entitled to suspend all other services from the agreement in question and all other agreements with the Customer until payment is received.

- 3.5 The ownership of products shall only be transferred to the Customer upon payment in full. By entering into the agreement, the Customer shall, at their own cost, authorise ITRIS to register the reservation of ownership in public registers.

4. Transfer of use and risk

- 4.1 Use and risk shall be transferred to the Customer upon dispatch. In the event of delivery with an agreed obligation of installation, use and risk shall be transferred upon successful unloading of the delivery from the mode of transport. The Customer shall be responsible for insurance against damages of any kind.

- 4.2 If the dispatch of the delivery of products is delayed for reasons for which ITRIS is not responsible, risk shall be transferred to the customer at the point in time at which delivery was originally scheduled or upon issuance of the notice of readiness for collection.

- 4.3 As part of the creation of works, the Customer shall bear the risk of events of force majeure in derogation of Art. 376 Swiss Code of Obligations.

5. Preparatory acts/acceptance of works

- 5.1 If, in accordance with the agreement, ITRIS services must be rendered on the premises of the Customer, the Customer must make the corresponding spaces available as per ITRIS' instruction and provide all necessary technical facilities at his own cost (e.g. power supply, air conditioning, etc.) and make all other necessary preparations prior to works commencing. Where ITRIS services are delayed due to a breach of the aforementioned obligation on the part of the Customer, the deadline for delivery and/or creation shall be extended and the price agreed for the affected services shall be payable immediately and in full.

- 5.2 The Customer shall be responsible for ensuring that their existing devices contain the latest software and/or firmware or the version that directly precedes the latest version. If the services commissioned by the Customer do not include software updates for the product, products shall be updated to the relevant latest version for a separate fee.

- 5.3 Installation work or other works performed by ITRIS and/or parts of work agreed under the agreement shall be reviewed and accepted immediately upon completion. In the absence of an identified defect, the work (or part of work) shall be deemed as delivered and approved upon acceptance within the meaning of Art. 370 of the Swiss Code of Obligations. The review for acceptance shall take place upon notice of completion of the work by ITRIS in the presence of a representative of each party; a written acceptance report shall be compiled, which must be signed by the parties.
- 5.4 Where the joint review of the work is not carried out and the corresponding acceptance report is not compiled within 14 days of notice of completion, as neither party requires acceptance or the Customer refrains from partaking in such, the work or part of work shall be deemed as accepted regardless upon expiry of this deadline. The same shall apply where the Customer has put the delivered and/or created work into active operation.
- 5.5 If a defect is identified as part of these acceptance measures that is insignificant in relation to the whole work or part of work, acceptance shall nevertheless take effect upon completion of the joint review. In such cases, the Customer must give ITRIS the opportunity to remedy the defect within an appropriate timeframe.
- 5.6 In the event of significant defects, acceptance shall be postponed. Should this occur, ITRIS and the Customer shall agree to a timeframe within which the defect must be remedied. An additional review for acceptance shall subsequently take place.
- 6. Warranty for defects**
- 6.1 All hardware that demonstrably and significantly deviates from the version agreed under the agreement, or which becomes defective or unusable due to poor-quality materials, faulty construction or defective design, shall be replaced or repaired by ITRIS free of charge at its own discretion. Replaced parts are the property of ITRIS.
- 6.2 A software fault shall encompass any deviation from the agreed technical specifications insofar as this has an unreasonably negative impact on the use of the software. The Customer and ITRIS shall agree that, despite taking all possible care and in line with the state of the art, faults in the software cannot be fully excluded, nor can it be guaranteed that the software may be used without any interruptions or in combination with other hardware or software. ITRIS shall be obligated to report any faults in the software to the corresponding software supplier and propose how to proceed where possible. Furthermore, any licence and software agreements of the software suppliers – and solely the rights due to the Customer vis-à-vis said software suppliers – shall apply.
- 6.3 Where a work created by ITRIS demonstrably does not come with a guaranteed or otherwise agreed feature through no fault of the Customer, ITRIS shall be obligated to remedy the identified defect within an appropriate timeframe.
- 6.4 ITRIS shall not guarantee uninterrupted functionality under any circumstances. Any warranty provided shall exclude any damages due to wear, improper maintenance, disregard of operational regulations, overuse or improper use, unsuitable equipment, chemical or electrical influences or due to other reasons for which ITRIS is not responsible. The warranty shall lapse where the Customer or a third party makes changes or repairs to the products or works.
- 6.5 The remedy of defects in products and works shall be performed by ITRIS at the location of the delivered product and/or created work or in the form of remote support.
- 6.6 The Customer must inspect the delivery of products immediately and notify ITRIS in writing of any complaints pertaining to quantity, design or other defects within one week of receipt of the delivery. Where the Customer fails to do so or where they put the products into ordinary operation, the products shall be deemed as approved.
- 6.7 Unless otherwise agreed, the warranty period shall be 24 months and shall begin with the day of shipment of the product and/or acceptance of the work. The warranty period for replaced or repaired products and/or restored works shall expire at the same time as the warranty for the original product/work. However, in any case, a minimum warranty period of one month shall be deemed as agreed.
- 6.8 Where manufacturers and/or sub-suppliers of products and works have more restrictive warranty provisions than these Terms & Conditions, ITRIS shall only provide warranty within the framework of the warranty provisions assumed by the manufacturers and/or sub-suppliers. The Customer shall confirm that they have read and understood the relevant warranty provisions prior to entering into the agreement.
- 6.9 The warranty for defects and the effects of such defects is conclusively governed by these T&Cs. No other guarantee and/or warranty claims on the part of the Customer shall arise. Any claims for damages on the part of the Customer shall arise exclusively from Section 7 (Liability).
- 7. Liability**
- 7.1 ITRIS shall assume liability up to max. CHF 5,000,000 per event of damage for direct, immediate damage incurred by the Customer in relation to services by ITRIS. However, ITRIS shall not be liable for damages that arise without fault on its part, nor for any indirect, consequential or follow-on damages, such as loss of profits, loss of data, recovery of destroyed data, third-party claims or damages arising from non-performance of contractual obligations on the part of the Customer.
- 7.2 ITRIS shall only be liable for a breach of any collateral obligations as part of the delivery of products (e.g. inadequate advice) in the event of unlawful intention or gross negligence.
- 7.3 All cases of contractual breaches and their legal consequences, as well as all claims on the part of the Customer, regardless of the legal grounds on which they are based, shall be conclusively governed in these Terms & Conditions. In particular, all claims for damages, reduction or cancellation of the agreement not expressly mentioned shall be excluded. This exclusion of liability shall not apply in the event of unlawful intention or gross negligence.
- 8. Intellectual property**
- 8.1 The Customer shall obtain no rights to the intellectual property of ITRIS or third parties of any kind via the products purchased and services received.
- 8.2 The Customer shall only obtain a non-exclusive, non-transferable right to personal use of the software provided and all included documentation. All other rights to the software shall remain exclusively with ITRIS or the third-party licence supplier.
- 9. Confidentiality**
- 9.1 All information pertaining to ITRIS products and technical processes must be treated as ITRIS trade secrets and the Customer must employ all suitable means to keep the same confidential. In particular, the documents provided and the software surrendered for use must not be copied, duplicated or made accessible to third parties.
- 9.2 Where, as part of its services, ITRIS is made aware of information belonging to the Customer that the latter has marked as confidential in writing, the above section shall also apply to ITRIS to the same extent.
- 10. Re-export**
- 10.1 The re-export of products is subject to international export regulations. The Customer shall be obligated,

where necessary, to seek an export permit from the relevant authority, currently the department for export controls/industrial products at the State Secretariat for Economic Affairs (SECO). This obligation must be transferred to the relevant purchaser upon resale of the products. The seller must also always pass on this obligation to any new buyer.

10.2 In particular, the Customer shall be obligated to ensure strict compliance with the export regulations of the USA. They shall explicitly authorise ITRIS to make all necessary information pertaining to delivered products and the Customer available to the American authorities.

11. Assignment of rights and obligations and subcontracting

11.1 The Customer shall agree to any potential transfer to a third party of the rights and obligations arising for ITRIS from the agreement. An assignment of rights and obligations on the part of the Customer shall require the written consent of ITRIS.

11.2 ITRIS shall be entitled to use a subcontractor for rendering the services without any other written agreement.

12. Termination

12.1 An agreement on continuous performance may be terminated by both parties subject to a notice period of three months as of the end of any month upon expiration of an agreed minimum duration.

12.2 The parties shall be entitled to terminate a permanent agreement without notice at any time where good cause exists in the legal sphere of the respective other party. Termination must be announced by way of registered letter. In particular, good cause shall include the following circumstances:

- a. where the Customer is responsible for a serious breach of agreement or where the Customer is repeatedly in breach of a significant provision of the agreement, whereby in both cases a suitable written extension granted to remedy the grievance has expired without remedy;
- b. where bankruptcy or liquidation proceedings are opened against a party or where an application to open such proceedings is rejected due to lack of assets or a moratorium on debt enforcement is applied for or published in accordance with Art. 296 Swiss Debt Enforcement and Bankruptcy Law (*Bundesgesetz über Schuldbetreibung und Konkurs*) or a loss certificate is issued.

12.3 The agreement shall be amended accordingly if unforeseen events significantly change the economic significance or content of the products and services, or heavily impact the same, as well as in the event of subsequent impossibility of execution. Where this is not economically feasible, ITRIS shall be entitled to terminate the agreement or the affected part of the agreement. In the event of termination, ITRIS may request payment for services already rendered. Claims for damages on the part of the Customer as a result of such termination shall be excluded.

13. Applicable law and place of jurisdiction

13.1 This agreement is subject to Swiss substantive law under exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and regulations of private international law.

13.2 The parties hereby agree that the exclusive place of jurisdiction shall be the headquarters of ITRIS.

Dated: January 2024