

## Terms of Service

1. General: All relations between Exxentis Ltd. and a customer regarding the manufacture, purchase, offer and delivery of services and goods are governed exclusively by these terms and conditions, even if they are not expressly agreed again. These terms and conditions shall be deemed accepted upon ordering the goods or services. The Buyer's general terms and conditions of purchase are hereby rejected. Deviations from these terms and conditions are only effective if we confirm them in writing. Exxentis Ltd. is entitled to amend these General Terms and Conditions at any time without the customer's consent being required.

2. Offer and conclusion of contract: Orders placed by Exxentis Ltd. only become binding upon confirmation of the order by Exxentis Ltd.. This shall be deemed accepted by the customer unless the latter objects to its contents in writing within three working days of receipt.

Only the customer shall be liable for the lawfulness of the use of drawings, sketches, models, tables and lists etc. sent to us. We shall not be obliged to carry out a review of the same. Information in our documents (tables, drawings, illustrations, dimensions, weights and other services) are to be understood only as guide values and do not represent any assurance of properties, unless they are expressly designated as binding in writing. We reserve the right to differences in quantities and dimensions for production quantities of goods manufactured especially according to specifications, as such differences cannot be avoided for technical reasons. Insofar as tooling costs are considered for new articles, we shall charge the customer a one-time share, payable after delivery and approval of the first outturn sample. The tools shall remain our property under all circumstances and shall not be handed over.

3. Prices: Offers made by Exxentis Ltd. in price lists and advertisements are subject to confirmation and non-binding. The prices offered or confirmed by Exxentis Ltd. are net prices without value added tax and without packaging ex place of performance. The prices stated in our order confirmation shall be authoritative. These are fixed at the time of the order. Exxentis Ltd. expressly reserves the right to increase the confirmed or offered prices accordingly if the costs of manufacturing or procuring goods from third parties have risen after the offer or order confirmation has been issued until the goods have been delivered. In particular, the additional costs for imported goods caused by exchange rate changes shall also be deemed to be an increase in costs. If the prices quoted by Exxentis Ltd. in the offer are calculated on an annual basis and if the annual call-off does not reach the quantity stated as annual requirements, we reserve the right to increase the unit price and subsequently invoice the price difference. If an order is completely or partially cancelled, we reserve the right to invoice part of the agreed price of the cancelled goods.

4. Terms of payment: The entire invoice amount shall be paid without any deductions, discounts, rebates, expenses etc. within 30 days of the invoice being issued. Withholding of payments by the customer or invoicing with any counterclaims is excluded without the written consent of Exxentis Ltd..

5. Delivery periods: The delivery periods or dates agreed by the parties are non-binding unless expressly agreed otherwise in writing, they do not represent expiration dates or fixed dates, they are determined in such a way that they can probably be adhered to. It is not the intention of the parties that Exxentis Ltd. may only deliver up to the agreed date or up to the

expiry of the agreed period without the customer's consent. The delivery periods shall be extended appropriately if unforeseen hindrances occur at Exxentis Ltd., at the customer's premises or at those of third parties, such as natural disasters, epidemics, operational disruptions, industrial disputes, failure of production facilities, late or faulty delivery from third parties, official measures or omissions. Exxentis Ltd. is also not responsible for these circumstances if they occur during an existing delay in delivery. We shall not pay damages for delayed deliveries. The customer is not entitled to cancel orders placed, even if the delivery date has been exceeded. If the customer does not fulfil his obligations towards Exxentis Ltd., Exxentis Ltd. will stop the delivery of goods until the customer fulfils his obligations in accordance with the contract. By delivery date we mean the time of dispatch.

6. Place of performance/delivery: Exxentis Ltd. shall be deemed to have delivered the goods when the goods are ready for collection at the premises of Exxentis Ltd. or at the premises designated by Exxentis Ltd.. The risk of dispatch and transport shall in any case be borne by the customer. Any assumption of transport costs by Exxentis Ltd. agreed in individual cases shall have no influence on the transfer of risk. In the event of shipping or transport damage, the customer must immediately arrange for a statement of facts to be made by the shipping or transport company. This must also be done if the packaging of the goods does not show any external damage. Claims for damages must be asserted immediately with the shipping or transport company and Exxentis Ltd. must be notified. If the purchaser refuses to accept the delivery items or declares that he does not wish to accept the goods after expiry of a grace period set for him, Exxentis Ltd. may refuse performance of the contract and claim damages for non-performance. Exxentis Ltd. shall be entitled to demand either a lump sum of 25% of the agreed purchase price or compensation for the actual damage incurred from the purchaser as compensation.

7. Delivery restrictions: Legally valid delivery restrictions which Exxentis Ltd. has entered into with its manufacturers shall pass to the purchaser of the goods and shall be complied with by the purchaser. If the goods are passed on by the customer to a third party, such a delivery restriction must also be prevented from this third party.

8. Guarantee: Exxentis Ltd. shall provide all further guarantees for a period of twelve months, subject to the removal of all other conditions. Warranty by remedying at its own expense any defects in the goods that demonstrably occurred within this period as a result of faulty production of the goods or faulty material. The warranty period begins with the delivery date (Clause 6). If our operating or maintenance instructions are not followed, changes are made, parts are replaced or consumables are used which do not correspond to the original specifications, any warranty shall lapse insofar as the defect can be traced back to this. Liability for normal wear and tear as well as consumables / accessories / is excluded. Warranty claims against Exxentis Ltd. are only due to the direct purchaser and are not assignable. The customer must inspect the goods for defects immediately upon receipt and notify Exxentis Ltd. immediately in writing of any defects found and visible differences in quantity. If the customer fails to notify Exxentis Ltd. of such defects, the goods shall be deemed to have been approved unless hidden defects are involved. The prerequisite for all warranty claims of the customer is that the goods are delivered to Exxentis Ltd. carriage paid in their original condition and to the place designated by Exxentis Ltd.. The recipient shall not be entitled to remedy defects himself or have them remedied by third parties at our expense without our consent, nor shall he be entitled to claim a price reduction or damages for defective goods. Any warranty on the part of Exxentis Ltd. shall lapse if the customer or a third party has made interventions or

modifications to the goods or has improperly handled, assembled or stored the goods. Exxentis Ltd. accepts no liability whatsoever for indirect damage or consequential damage caused by a defect on the part of the customer. Insignificant deviations from warranted characteristics of the goods shall not trigger any warranty rights.

The information regarding the properties and uses of products is based on our current knowledge and experience. They do not exempt the user from carrying out his own tests and trials due to possible influencing factors of the products. A legally binding assurance of certain properties or the suitability for a certain application cannot be derived from this. Any industrial property rights, laws and regulations must be observed by the recipient of our products on his own responsibility.

Due to production, smaller cavities, solid metal areas or salt residues may occur. This is a permitted value up to a volume of 1 ‰.

9. Technical data: Exxentis Ltd. expressly draws the customer's attention to the fact that the applicable safety regulations must be observed when using its goods.

10. Retention of title: Exxentis Ltd. retains title to the delivered goods until receipt of all payments under the contract. The customer is obliged to inform Exxentis Ltd. of the location of the goods and of any relocation of the same. Exxentis Ltd. shall be entitled to enter the retention of title in the appropriate register at the customer's expense, insofar as this is provided for by the law at the location of the item in question. The customer hereby authorizes Exxentis Ltd. to also carry out other formalities necessary to justify the retention of title at the location of the item in its name. In the event of breach of contract by the customer, in particular default in payment, Exxentis Ltd. is entitled to take back the goods after issuing a reminder and a corresponding warning and the customer is obliged to surrender them.

11. Changes / additions / partial invalidity:

Amendments or supplements to these General Terms and Conditions or to a contract between Exxentis Ltd. and the customer must be made in writing in order to be valid. If a provision of these General Terms and Conditions or of the contract between the parties is void or ineffective, it shall be replaced by a provision that comes as close as possible to its legal or economic purpose. The validity of the remaining provisions of the contract and these General Terms and Conditions shall not be affected thereby.

12. Limitation of liability: claims for damages arising from impossibility of performance, from breach of contract, from culpa in contrahendo and from tortious acts are excluded both against us and against our vicarious agents, unless intentional or grossly negligent acts are present. Any liability for consequential damages resulting from the use of the products shall be rejected.

13. Data protection: Exxentis Ltd. is entitled to process the data about the purchaser received with regard to the business relations or in connection with these, regardless of whether these originate from the purchaser himself or from third parties, in accordance with the Federal Data Protection Act (DSG) and the European Data Protection Basic Regulation (DSGVO). Personal customer data will be treated confidentially and will not be passed on to third parties.

14 Place of jurisdiction / Applicable law: For all disputes arising from or in connection with the individual contract between the parties and these General Terms and Conditions, Baden/CH shall be the exclusive place of jurisdiction. The customer expressly waives his

own place of jurisdiction at his registered office or branch as well as other places of jurisdiction. The contracting parties shall subject their legal relations to Swiss law. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (Vienna Sales Convention) is expressly excluded in all cases.

Exxentis Ltd., Wettingen, 21.01.2019