

Terms and Conditions for Services of Innospin AG

1. Scope

The present Terms and Conditions ("**T&C**") of Innospin AG, Lindhofstrasse 49a, 5210 Windisch ("**Innospin**") shall apply to the performance of any services by Innospin, such as consulting and engineering services, etc. (the "**Services**"), on behalf of its customers (the "**Customer**") to the extent that no separate specific agreement has been concluded between Innospin and Customer (the "**Parties**") or such agreement does not cover certain topics which these T&C, however, cover. It is understood that in general, such separate specific agreements shall supersede these T&C, unless something to the contrary has been agreed by the Parties. Should provisions under separate agreements be in contradiction with any clauses in these T&C, the provisions of the separate agreements shall prevail.

2. Services

Innospin will provide the Services described in the mutually agreed upon service proposal or specification (the "**Service Proposal**" or "**Specification**") at a time and on a schedule that is mutually agreed upon by the Parties.

Innospin undertakes to perform the Services to the best of its ability and to a standard of a reasonable professionalism within the industry of the Services to be provided. Any personnel provided by Innospin shall perform their work to the same professional standard.

3. Offers

All information provided by Innospin in brochures, price lists and other publications as well as information available online is subject to change without notice and merely an invitation to submit an offer, unless expressly stated otherwise.

Offers by Innospin are generally regarded as indicative offers only. Offers by Innospin are specially marked as such, e.g. with "OFFER". These have a validity period of 60 days, unless otherwise expressly stated in the offer.

Offers by Innospin may contain estimates on prices of hardware (components) related to the design and engineering services. All such prices indicated by Innospin are **estimations only and are non-binding. In no way can Customer derive or assert any rights and/or claims from them** (e.g. in case of deviations). The prices on which an estimate is based are derived from a calculation carried out to the best of Innospin's knowledge based on empirical values. It is Customer's responsibility to check and verify such prices.

4. Customer Obligations

Customer agrees that it will: (i) cooperate with and assist Innospin in the performance of the Services; (ii) provide the resources specified in the relevant Service Proposal or Specification; and (iii) perform or fulfill all obligations reasonably required to be performed or fulfilled by Customer under the terms of the Service Proposal or Specification. Customer acknowledges that if it fails to provide assistance and perform or fulfill its obligations in accordance with this Section and the Service Proposal or Specification, Innospin's ability to provide such Services, meet the performance schedule set forth in the Service Proposal or Specification and keep services fees reasonably in line with any estimates given in the Service Proposal or Specification may be adversely affected.

If Customer fails to comply with the obligations described above in full or in good time, Innospin shall not be liable for any performance not in accordance with the contract. If delays or additional costs arise, Innospin may demand that the agreed deadlines be adjusted and that the service fees be increased. If Customer fails to comply with its obligations even after setting a reasonable grace period, Innospin shall also be entitled to claim full compensation for the damage incurred. The right to terminate the contract without notice also remains reserved.

5. Service Fees

Except as otherwise provided in a separate agreement, in the Service Proposal or Specification: (a) Innospin will charge service fees to Customer for the Services at Innospin's then-current standard price list for the applicable Services; and (b) Innospin shall invoice Customer for the Services fees monthly, in arrears, based on the number of working hours required to perform the Services and the applicable hourly fees; and Customer shall pay in full within thirty (30) days after receipt of the invoices. Thereafter, Customer is automatically in default (expiration date in accordance with art. 102 para. 2 of the Swiss Code of Obligations).

Any estimates of fees or working hours required to complete the project are approximations of the anticipated amount of fees and time needed to complete the project. The actual number of working hours may vary.

6. Expenses

Customer undertakes to pay to Innospin any and all reasonable out-of-pocket expenses (hotel bills, business flight tickets, local travel, meals, visa and permissions, etc.) incurred by Innospin in rendering the Services against presentation of the respective receipts. Except as otherwise provided in the Service Proposal or Specification, Innospin shall invoice Customer for all reimbursable costs and expenses on a monthly basis; and Customer shall pay in full within thirty (30) days after receipt of the invoice. Thereafter, Customer is automatically in default (expiration date in accordance with art. 102 para. 2 of the Swiss Code of Obligations).

Customer shall bear the cost for necessary material tests performed in independent laboratories including reporting. Mutual agreement between the Parties is necessary for any additional expense not defined in these T&C or in separate agreements.

7. Late Payment

All past due amounts shall bear interest at the rate of five (5) percent per annum from the date due through the date that such past due amounts and such accrued interest are paid in full. In the event of any unjustified default by Customer in the payment of any amounts due hereunder, which default continues non-remedied for at least ten (10) calendar days after the due date of such payment, Innospin shall have the right to suspend or cease the provision of any Services unless and until such default has been cured.

8. Taxes

All prices are net (plus VAT, if applicable), all payments are exclusive of all applicable taxes and governmental charges (such as duties), all of which shall be paid by Customer (other than taxes on Innospin's income). In the event Customer is required by law to withhold taxes, Customer agrees to furnish Innospin all required receipts and documentation substantiating such payment. If Innospin is required by law to remit any tax or governmental charge on behalf of or for the account of Customer, Customer agrees to reimburse Innospin within thirty (30) days after Innospin notifies Customer in writing of such remittance. Customer agrees to provide Innospin with valid tax exemption certificates in advance of any remittance otherwise required to be made by Innospin on behalf of or for the account of Customer, where such certificates are applicable.

9. Ownership

Innospin retains on an exclusive basis for itself all right, title and interest in and to any intellectual property developed, discovered, conceived or introduced by Innospin in the performance of the Services, including, but not limited to, all patents, patent applications, copyrights and other intellectual property rights relating to or associated with the Services performed.

10. Confidentiality

Customer is obliged, even beyond the duration of the contractual relationship, to keep secret all manufacturing and business secrets made accessible to them as well as all other confidential information, data and documents received or perceived in connection with the Services or the contract negotiations and to use them only within the framework of the contractual relationship.

11. Limited Warranty

Innospin will perform the Services in a good and workmanlike manner and substantially according to industry standards. This warranty specifically excludes non-performance issues caused as a result of incorrect data or incorrect procedures used or provided by Customer or a third party or failure of Customer to perform and fulfill its obligations under the Service Proposal or Specification and/or these T&C (see specifically Section 4).

Except as expressly set forth above, Innospin makes no warranty or representations regarding the Services provided. Innospin disclaims and excludes any and all other express and implied warranties, including, without limitation, warranties against infringement, the implied warranties of merchantability and fitness for a particular purpose, and warranties that may arise or be deemed to arise from any course of performance, course of dealing or usage of trade. Innospin does not warrant that any Services provided will satisfy Customer's requirements.

12. Limitation of Liability

Innospin shall only be liable for defects and damages arising from the Services if they are caused by Innospin through gross negligence or intentionally. Innospin shall not be liable for defects and damages attributable to slight negligence on the part of Innospin. In no event shall Innospin be liable for any loss of or damage to revenues, profits or goodwill, or any other special, incidental, indirect or consequential damages of any kind, resulting from the performance of the Services, including without limitation any interruption of business, even if Customer has been advised of the possibility of such damages. Innospin also excludes any liability for auxiliary persons.

13. Termination

In the event of any termination, Customer agrees to compensate Innospin for all Services already performed prior to, and including, the date of termination, except to the extent that Innospin has breached its obligations to perform such Services and such breach is the cause of such termination.

14. Assignments

These T&C shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns. Neither Party may assign its rights or obligations under these T&C, in whole or in part, to any other person or entity without the prior written consent of the other Party.

15. Severability

In the event that any of the terms or provisions of this Agreement is determined to be invalid or nil/void or if any provision or term of this Agreement shall become invalid or nil/void at any time hereafter, then all other provisions of this Agreement shall remain valid and effective in accordance with their terms. The Parties agree that a provision which shall be determined to be or which shall become invalid or nil/void, shall be substituted by another suitable provision which shall maintain the economic purposes of this Agreement. The same shall apply in case of a contractual gap.

16. Project Interruption

In the event that a project is interrupted or delayed by more than 2 months due to internal clarification by the Customer or any external reasons, this Agreement is determined to be invalid or nil/void and any provision or term of this Agreement shall become invalid or nil/void at any time hereafter. In the event that a project is continued, this Agreement must be renegotiated.

17. Applicable Law, Jurisdiction

These T&C shall in all respects be governed by the substantive laws of Switzerland, including all matters of construction and validity, without giving effect to its conflict of law's provisions.

The competent courts of Baden (Aargau) in Switzerland shall have exclusive jurisdiction with regard to any dispute arising between the Parties out or in connection with this Agreement (including a dispute regarding the construction and validity thereof). Innospin, however, may take legal action before the courts of Customer's domicile or before any other competent court.

Windisch, January 2023