

General Terms And Conditions of Sale of Isochronic AG

Definitions

ISOCHRONIC: shall mean the company ISOCHRONIC AG and its personnel. **Customer:** shall mean any physical or legal person signing the Contract. **Product:** shall mean all the services defined in the Quotation, consisting of any systems developed by ISOCHRONIC and/or related products and/or associated services and support. **Quotation:** shall mean the offer made to a Customer by ISOCHRONIC specifying the Special Conditions for providing the Product. **Contract:** shall mean the Special Conditions and the present General Terms and Conditions that define the conditions of performance of the Product. **Incoterms:** shall mean the international rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date when the Contract is made (Incoterms 2020).

General

The present General Terms and Conditions apply without exception to any Customer of ISOCHRONIC on order of a Product. By accepting the Quotation and the Special Conditions stated, Customer agrees to be bound by and accepts these terms and conditions. The present General Terms and Conditions are subject to change without prior written notice at any time at the sole discretion of ISOCHRONIC. Other than as specifically provided in any separate formal purchase agreement between Customer and ISOCHRONIC, these terms and conditions may not be altered, supplemented, or amended by the use of any other document(s). Any attempt to alter, supplement or amend this document or to enter an order for product(s) which is subject to additional or altered terms and conditions will be null and void, unless otherwise agreed to in a written agreement signed by both Customer and ISOCHRONIC.

The Special Conditions defined in the Quotation and the General Terms and Conditions together form the Contract. In the event of a conflict between the Special Conditions and the General Terms and Conditions, the Special Conditions shall take precedence.

All sales are made exclusively pursuant to the Incoterms mentioned on this document, if any, and these terms and conditions. If and to extent the applicable Incoterms contradict, or are incompatible with, these terms and conditions, the Incoterms shall prevail. The applicable Incoterms and these terms and conditions exclude and/or supersede any other terms and conditions which a buyer might seek to impose, irrespective of whether such other terms and conditions are contained in an earlier or a later document than the document containing the applicable Incoterms and these terms and conditions and purport to exclude and/or supersede any of the applicable Incoterms and these terms and conditions.

Quotation and Acceptance of Orders

The Quotation shall be drawn up in writing by ISOCHRONIC. Unless otherwise specified in the Quotation, its term of validity shall be 30 (thirty) days. Acceptance of the Quotation by the Customer shall be by means of a written purchase order. ISOCHRONIC shall bind by contract the Customer's order only if it complies with the Quotation and if ISOCHRONIC is aware of it prior to expiry of the Quotation validity period. The date at which ISOCHRONIC receives the order from the Customer shall constitute the date of entry into force of the Contract, unless otherwise agreed by ISOCHRONIC and the Customer. The Customer's purchase order shall be signed by a duly authorized person and sent to ISOCHRONIC by post or by email. ISOCHRONIC shall in no case be bound by amendments to the Quotation made unilaterally by the Customer in the latter's order. Only written acceptance from ISOCHRONIC of the Customer's amended order shall be binding upon ISOCHRONIC. All orders are considered definitive only upon written confirmation from ISOCHRONIC, but remain subject to correct and punctual self-supply. No subsequent order cancellation by the Customer is permitted, unless expressly agreed to in writing by ISOCHRONIC.

Special and customized Products

ISOCHRONIC reserves the right to make changes in the Products, not least in the interest of the Customer, that will bring about improvements. Any price increases or changes of delivery schedule shall be agreed between ISOCHRONIC and the Customer.

Any requests by the Customer for changes and/or additions to the design of the Products subsequent to the signature of the contract shall

be set forth in writing. ISOCHRONIC reserves the right to either accept or turn down the Customer's request upon checking out the feasibility of such changes and/or additions. The costs and changes required in order to implement such changes shall be borne solely by the Customer. In any event, ISOCHRONIC shall not feel obliged to implement Customer's requests until both parties have reached an understanding in writing regarding the consequences and the impact the said changes and/or additions will have on the delivery schedule and on the costs.

Prices and Payment

All prices of the Product indicated in the Quotation are net prices, exclusive of VAT or any other tax, duty or any other cost element. All taxes, duty or any other costs relating to the goods, their purchase or their transportations shall be born exclusively by the Customer. If ISOCHRONIC will organize the shipment for the customer, separate charges for shipping and handling will be shown on the invoice(s). Unless Customer provides ISOCHRONIC with a valid and correct tax exemption certificate applicable to the product ship-to location prior to ISOCHRONIC's acceptance of the order, the Customer is responsible for sales and all other taxes associated with the order. If applicable, a separate charge for taxes will be shown on the invoice. Unless specified otherwise in the Quotation, the prices shall be in Swiss Francs. ISOCHRONIC shall in no case be required to accept payments made by the Customer in a currency other than the Swiss Francs. Invoices are due and payable within 30 (thirty) days from the invoice date. Customer agrees to pay interest on all past-due sums at the highest rate allowed by law. Payment for the Product may be made by wire transfer, or some other prearranged payment method unless ISOCHRONIC has agreed to credit terms. ISOCHRONIC may invoice parts of an order separately. In the event of partial deliveries and default in payment, ISOCHRONIC shall be entitled, contrary to prior payment agreements, to make subsequent deliveries only against cash in advance.

Ownership of the Products stays at ISOCHRONIC until reception of full payment. The Customer undertakes to issue upon request a document evidencing the right to retention of the title of ownership and to hand it to ISOCHRONIC. In the event of failure to pay the agreed price or part thereof, ISOCHRONIC shall be entitled to demand the restitution of the Products already in the Purchaser's possession. During the duration of the retention of title of ownership, the purchaser will maintain the delivered goods in good order at his own expense and will insure them against theft, defects, fire, water and other risks on behalf of ISOCHRONIC. Moreover, he will take all measures to protect ISOCHRONIC's right of ownership from any impairment or cancellation.

Delivery and Passage of Risk

Terms of trade are Incoterms 2020 EXW Denges, Switzerland. Liability for loss or damage in transit or thereafter, shall pass to Customer upon ISOCHRONIC's delivery of the Products to the first carrier for shipment.

All deadlines stipulated in the present General Terms and Conditions shall run from the date of entry into force of the Contract. If a planned delivery is exceeded by more than 4 (four) weeks, the Customer shall have the right to set ISOCHRONIC an appropriate subsequent delivery period. If delivery does not take place within such a period, the Customer has the right to rescind the Contract within two weeks of expiry of the period of grace. Rescission shall be declared in writing. No right of rescission exists if ISOCHRONIC was unable to comply with the subsequent delivery deadline for reasons beyond its control, in particular if the Customer did not fulfill its obligations in time and in the prescribed manner. ISOCHRONIC has the right at any time to make part deliveries.

The risk shall in all cases pass to the Customer at the moment the delivery occurs.

Products

Upgrades and revisions of the Products are always made to allow ISOCHRONIC to continually propose its customers with new offerings. ISOCHRONIC may therefore revise and discontinue Products at any time without prior notice to the Customer. ISOCHRONIC will ship the Product that have the functionality and performance of the Product ordered, but changes between what is shipped and what is described in a specification sheet or catalog are possible. The parts and assemblies used in building ISOCHRONIC products are selected from new and

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equivalent-to-new parts and assemblies in accordance with industry practices. Spare parts may be new or reconditioned.

Warranty and Returns

ISOCHRONIC warrants its Product against evident defects in material and workmanship for a period of 1 (one) year from the date of passage of risk. Customer is obliged to inspect shipments immediately upon receipt. The shipment shall be deemed as authorized, unless defects are notified to ISOCHRONIC in writing within 7 (seven) days or hidden defects are notified to ISOCHRONIC in writing within 3 (three) months following arrival at the place of destination. In the event of any verified notification of defects, ISOCHRONIC is entitled at its sole discretion to remedy such defects or replace such delivery. The warranty does not cover electrical or mechanical damage resulting from misuse or abuse, or resulting from accident, lack of reasonable care, damage due to force majeure or natural forces, inadequate repairs performed by unauthorized persons, the affixing of any attachment not provided with the Product, loss of parts, or connecting the Product to any but the specified receptacles or ISOCHRONIC products that have had their identification markings removed or altered in any way, or their warranty seals altered in any way. In case the warranty conditions comply with the previous articles, warranties will be effective, and ISOCHRONIC will be obligated to honor any such warranties, only upon ISOCHRONIC's receipt of payment in full for the item to warrant. If, following a warranty claim on ISOCHRONIC, it is established that no defect existed or that the defect claimed was not under warranty, the Customer shall reimburse ISOCHRONIC expenses insofar as the claim was for reasons not beyond its control. There are no warranties for services, and insubstantial deviations, for example in dimensions and quality, do not give the right to lodge a complaint.

Limitation of Liability

ISOCHRONIC only assumes liability for loss or damage beyond the area of applicability of the law on product liability insofar as ISOCHRONIC has been proved to have acted with premeditation or gross negligence within the meaning of the statutory provisions of law. ISOCHRONIC's obligation to pay compensation is, in all of the cases named above, limited to damage or losses that were typical and predictable. No liability will be assumed in the case of other forms of simple negligence, products not being available for use or for loss of corrupted data or software, or the provision of services and support. ISOCHRONIC will not be liable of injury to persons, property damage or loss, profits loss, economic loss, loss of business or other consequential, special, indirect, or punitive damages, even if advised of the possibility of such damages, or for any claim asserted against the Customer by any third party. Customer agrees that for any liability related to the purchase of the Product, ISOCHRONIC's liability shall be limited to the amount paid by the Customer to ISOCHRONIC in the 12 (twelve) months prior to the Customer notifying ISOCHRONIC of the occurrence of the damage.

Service and Support

ISOCHRONIC will provide general technical support to Customer. In case of hardware defects, ISOCHRONIC offers a Return-For-Repair service agreement. After it is determined that the system requires reparation or replacement, the system should be sent to ISOCHRONIC. If the defect is eligible for repair under warranty, standard shipping charges for shipping the system for repair and for shipping it back to the Customer will be paid by ISOCHRONIC. If the problem reported by the Customer is caused by options not provided by ISOCHRONIC, a service charge may be applied. ISOCHRONIC reserves the right to send the Customer a whole replacement for the System or a replacement for portions of the System rather than repairing and returning the System that was sent for repair. All service parts removed from the System become ISOCHRONIC's property. Customer must pay the current retail price(s) for any service parts removed from the System and retained by Customer. ISOCHRONIC and/or the third-party service provider may, at their discretion, revise their general and optional service and support programs and the terms and conditions that govern them. ISOCHRONIC has no obligation to provide service or support until ISOCHRONIC has received full payment for the product or service/support contract for which service or support is requested.

Confidentiality

Either party shall keep strictly confidential all of the other party's confidential and sensitive information of which it becomes aware of in the course of the execution of a purchase order and parties shall take adequate measures to ensure that their personnel and other engaged personnel shall equally comply with this confidentiality commitment. This confidentiality commitment shall not apply to information which (i) is already known to the recipient or is publicly available at the time of disclosure, (ii) is legally disclosed to the recipient by a third party without an obligation of confidentiality, (iii) becomes publicly available after disclosure without any fault of the recipient, (iv) recipient can prove is independently developed by the recipient without reliance or reference to the information of the discloser, or (v) is required to be disclosed by law or public order.

Intellectual Property Rights

ISOCHRONIC remains the owner of all intellectual property rights in the Product and the results of services, including inventions, models, designs, schedules, drawings, illustrations, catalogues, manuals and all other documentation etc. comprised therein as supplied to Customer. Customer shall not copy, reproduce or circulate the above in whole or in part, without the prior written permission of ISOCHRONIC. Nothing in the Contract or any Quotation is intended to or shall have the effect of vesting in or transferring to Customer rights in ISOCHRONIC's or its affiliates' or its or their suppliers' software, methods, know-how or other intellectual property, regardless of whether such intellectual property was created, used or first reduced to practice in tangible or intangible form in the course of performance of the services, whether solely by ISOCHRONIC or jointly with Customer.

Force Majeure

Force majeure is here taken to include: all circumstances, unforeseen or otherwise, which are not attributable to ISOCHRONIC and which wholly or partly prevent ISOCHRONIC from meeting its obligations or as a result of which ISOCHRONIC cannot reasonably be expected to meet these obligations. This includes: war or similar situations, natural disaster, fire or explosion, flood, embargo, government measures or other laws and regulations, labor disputes, unrest, sabotage, boycotts, strikes occupation, blockades, lockouts, acts of God, damage or breakdown of installations belonging to ISOCHRONIC, default of any other manufacturer or supplier or subcontractor of ISOCHRONIC, transport difficulties, lack of timely instructions or essential information from the Customer or, without limitation to the foregoing, of any other cause beyond the control of ISOCHRONIC.

Enforceability

If any provision of these terms and conditions of sale is held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

Applicable Law

The Contract and any sales hereunder shall be governed by the laws of the State of Vaud, Switzerland, without regard to conflicts of law rules. In the event of a problem regarding the validity, interpretation or performance of the present agreement, the parties shall make every endeavor to resolve their dispute amicably. In the event of an ongoing disagreement, the dispute shall be referred by the most diligent party for arbitration before the Chambre Vaudoise du Commerce et de l'Industrie.

The logo for ISOCHRONIC, featuring the word "ISOCHRONIC" in a bold, blue, sans-serif font. A small red square is positioned above the letter "I".

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