

General terms and conditions of sale and delivery

1. scope of application

The following General Terms and Conditions of Sale and Delivery of **WYON AG**, Sägehüslistrasse 15, 9050 Appenzell Steinegg, Switzerland, (hereinafter „WYON“) shall apply to all sales, deliveries and services of WYON to the Buyer, unless modified or supplemented by written agreement reached by mutual consent. The Buyer hereby expressly waives the right to assert any of its own „General Terms and Conditions of Contract“.

2. offers

The offers of WYON are always subject to change.

3. orders

Orders shall contain clear specifications regarding all execution details. The buyer is responsible for the clarity and wording of his order.

4. Conclusion of contract and scope of services

The contract shall be deemed concluded upon submission of the written confirmation of the order by WYON. The type and scope of WYON's services are conclusively defined in the order confirmation. Services not included must be additionally agreed in writing and invoiced. Equipment, non-documented characteristics, dimensions and weight of the ordered products may show slight variations within the valid international standards. Such deviations shall be deemed to be in conformity with the contract insofar as they do not impair essential functional features of the products.

5. delivery deadlines

The stated delivery periods are non-binding indicative dates. They refer to the time at which the delivery item leaves the business premises of WYON. They shall be extended appropriately if a) WYON does not receive details required for the fulfilment of the contract in due time or if the Purchaser subsequently changes these details and thus causes an extension of the manufacturing process; b) unforeseen obstacles occur which WYON cannot avert despite exercising due care. Such obstacles are in particular considerable operational disturbances, accidents, labour disputes, delayed or faulty supply of necessary raw material, semi-finished and finished products, official restrictions, natural disasters and other cases of force majeure; c) the Buyer or third parties are in arrears with the work to be carried out by them or are in default with the fulfilment of their contractual obligations, so in particular if the Buyer does not comply with the terms of payment. Failure to comply with the delivery deadlines shall not entitle the buyer to damages or to withdraw from the contract.

6. prices

WYON expressly reserves the right to adjust the prices stated in the offers and order confirmations at any time to any changes in production costs and/or market conditions. The prices are always net, ex works, transport packaging and VAT not included. All ancillary costs such as insurance, taxes, levies, customs duties, fees for permits or certificates as well as any disposal fees shall be borne by the buyer.

7. terms of payment

Payments shall be made to the paying agents designated on the invoice without deductions of any kind and in the invoice currency. The payment obligation is fulfilled as soon as WYON can freely dispose of the corresponding amount. If no special terms of payment have been agreed between WYON and the Buyer, the invoice shall be issued at the time of delivery and the term of payment shall be thirty (30) days from the date of invoice. Upon expiry of the payment period, default consequences will automatically occur. From this point in time, the buyer will be charged interest on arrears of 10% per annum. Compensation due to further damage and withdrawal from the contract after expiry of a grace period of thirty (30) days are expressly reserved. The buyer and the seller are responsible for their own bank charges.

8. retention of title and right of exploitation

WYON remains the owner of all delivered products until receipt of the full purchase price. It is authorized, at the Buyer's expense, to enter the retention of title in the official register and to fulfil all formalities in this respect. During the period of retention of title, the Buyer shall maintain the delivered products at his own expense and insure them for the benefit of WYON against theft, breakage, fire, water, natural hazards, and other risks. Furthermore, he shall take all measures to ensure that WYON's claim to ownership is not endangered. In the case of mixing, co-ownership of WYON arises according to the value ratio of the components. If the Buyer does not comply with his acceptance and/or payment obligations even after expiry of a grace period of thirty (30) days, WYON shall be entitled for the duration of the persistence of the default in acceptance and/or payment to distribute the products ordered by the Buyer freely and without hindrance to third parties, irrespective of any property rights to which the Buyer is entitled (e.g. patents, company rights, trademark rights, design rights, model rights and copyrights).

9. partial deliveries

The buyer is obliged to accept partial deliveries.

10. export restrictions - re-export

(Re)export of products by the buyer is the sole responsibility of the buyer. The Buyer shall comply with all applicable national and international export control regulations. Buyer shall obtain the necessary export permits or other documentation prior to the intended (re-)export of the Products and shall indemnify and hold WYON harmless with respect to liabilities, damages, costs, penalties and fines, and generally reimburse WYON for the amount of money (including attorneys' fees) that WYON would have to pay as a result of Buyer's failure to comply with applicable export control regulations.

11. transfer of benefit and risk

The benefit and risk of the products to be delivered shall pass to the Buyer upon their departure from WYON's works. If the agreed delivery date is postponed at the Buyer's request or delayed for reasons for which WYON is not responsible, the risk shall nevertheless pass to the Buyer at the time originally agreed. From that moment onwards, the Products will be stored and insured for the account and at the risk of the Buyer. The Products to be delivered shall be insured by the Supplier at the Buyer's expense against all risks of transport.

12. inspection of the products and notification of defects

WYON will inspect the delivery and services as far as usual before dispatch. If the customer requires further inspections, these must be specially agreed and paid for by the customer.

The Customer shall check the condition and completeness of the deliveries and services after receipt within a period of 15 days and notify WYON immediately in writing of any defects. If he fails to do so, the deliveries and services shall be deemed to have been approved. The performance of a special, more extensive acceptance test as well as the determination of the conditions applicable thereto require a special agreement.

13 Warranty and liability for defects

WYON's warranty period begins with the receipt of the delivery by the Buyer and extends for two (2) years. It applies primarily to the features guaranteed in the order confirmation or specification. It includes all defects which are demonstrably due to faulty material or manufacturing defects. Warranted characteristics are only those which are expressly designated as such in the order confirmation or specifications. The assurance shall apply at the longest until the expiry of the warranty period. If an acceptance test has been agreed, the warranty shall be deemed to have been fulfilled if proof of the relevant properties has been provided on the occasion of this test. In this case, the warranty is limited, at WYON's option, to the replacement or repair of the defective products or defective parts or the repayment of the invoice amount paid by the Buyer for the products or parts not replaced. If defects occur, the Purchaser shall take all measures to minimize any damage. WYON accepts no liability for any costs incurred for disassembly or assembly or for any damage caused directly or indirectly by the delivered products themselves, by their use or by their possible defects. In particular, WYON disclaims any liability for consequential damages and other damages, such as loss of profit or other direct or indirect damages. Excluded from the warranty and liability of WYON in particular are all damages which have not demonstrably arisen as a result of bad material, faulty design or defective workmanship, e.g. as a result of natural wear and tear, defective maintenance, disregard of operating instructions, excessive use, unsuitable operating materials, chemical influences or as a result of other reasons for which WYON is not responsible. The buyer has no rights and claims due to defects in material, construction or design as well as due to the absence of warranted characteristics, except those expressly mentioned in these GTC. WYON shall only be liable for claims of the Buyer due to defective advice and the like or due to breach of any ancillary obligations in case of intent or gross negligence.

14. ineffectiveness

Should individual provisions of these „General Terms and Conditions of Sale and Delivery“ be invalid, the validity of the remaining provisions shall not be affected thereby. The invalid provision shall be replaced by a valid provision whose content comes closest to the invalid provision in economic terms.

15. intellectual property rights

Unless otherwise authorized in writing by WYON, the Contract does not confer on the Purchaser any right, title or interest in any name, trademark, patent, patent application, know-how, copyright or other intellectual or industrial property rights held by WYON in respect of the Products and related documents. The Purchaser is not entitled to modify, copy or reconstruct (reverse engineer) all or part of the Product and their constituent parts. WYON shall indemnify and hold Buyer harmless against any allegations that the actual use of the Products as supplied by WYON directly infringes any intellectual property rights of any third party in Buyer's country, provided that: (i) WYON has been promptly notified in writing of any claim and of any demand preceding such claim; (ii) WYON has the sole authority to defend or settle the claim or to negotiate with respect thereto at WYON's expense; (iii) Buyer provides reasonable information and assistance when requested by WYON in connection with any claim or suit; and (iv) Buyer has used the Products strictly in accordance with their customary use. This indemnity is expressly limited to the damages awarded by a court in favor of a third party in a final judgment or limited to the amount, settlement or compromise approved by WYON. If the use of the Products has been enjoined by a court as a result of an action, WYON may, at its option, either: (i) replace the infringing Products with non-infringing and functionally comparable Products; (ii) procure for the Buyer a license to use

the Product on reasonable terms; or (iii) refund to the Buyer the purchase price relating to the Product less a reasonable amount for use, damage or obsolescence. In addition, WYON shall not be liable for any infringement of third-party intellectual property rights by its Products. WYON shall not be obliged to examine particular specifications laid down by the Buyer with regard to the infringement of third-party rights. If the infringement of third-party rights is due to compliance with such specifications, the Buyer shall indemnify and hold WYON harmless against all claims asserted as a result of or in connection with the infringement.

16. Confidentiality

All information, in particular with regard to contractual terms, conditions concerning orders or order confirmations, including pricing, shall be treated confidentially by the contracting parties. No information about the business relationship between WYON and the Buyer or about a product delivery may be disclosed without the prior written consent of the respective Contracting Party (exception in case of disclosure to professional advisors of the Contracting Parties in case of justified need for information). The obligations of the Parties under this Section 16 shall apply for a period of three years from the date of disclosure of any information. The limitations and obligations of this Section 16 shall not apply with respect to information that: (i) is already in the public domain at the time of disclosure; (ii) becomes in the public domain after disclosure through no fault of the other Party; (iii) was already in the proper possession of that Party prior to disclosure, as evidenced by the written documentation of the relevant Party; or (iv) which the other Party has Contracting Party has determined independently, without using or referring to the information provided by the information provider.

17. amendments and additions

Amendments to these terms and conditions as well as all supplements that become necessary under these terms and conditions must be made in writing.

18 Applicable law and place of jurisdiction

These General Terms and Conditions and all contracts between WYON and the Buyer shall be governed exclusively by Swiss law, to the exclusion of its private international law norms and the Vienna Sales Convention (United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980). Any disputes between the parties which cannot be settled amicably shall be governed exclusively by the laws of Switzerland. Place of jurisdiction of Appenzell/AI (Switzerland).