

1. Order Acceptance

CHROMOS Group Ltd (CHROMOS) shall provide its deliveries and services on the basis of these General Terms and Conditions. Contracts and orders shall be accepted and executed in accordance with the following conditions. The customer shall recognise these by awarding the contract/order. The General Terms and Conditions of the customer shall not apply, even if the customer refers to them.

Quotes from CHROMOS shall be non-binding and subject to change. Orders shall be accepted subject to change. The contract with the customer shall only be concluded once CHROMOS receives the written order confirmation.

2. Prices

Prices shall be stated as net prices without value added tax. In addition to the prices stated, differing shipping costs will be added (transport, packaging, processing) depending on delivery address, quantity of goods and items.

Prices shall be subject to currency, exchange rate and purchasing conditions on the day of confirmation. CHROMOS shall reserve the right to adjust the prices if these conditions have changed between the date of confirmation and the date of delivery. The prices shall be subject to an exchange rate variation clause with a tolerance of 2%.

Design changes which lead to an expansion of the standard equipment shall entitle CHROMOS to charge a corresponding price increase.

Price adjustments shall be notified to the customer in writing and shall not entitle a withdrawal from the contract.

Prices which are stated in cost estimates for repairs, installation and modification work shall be non-binding, unless expressly agreed otherwise. These shall be charged at actual costs at the respective applicable rates.

3. Deliveries

CHROMOS will arrange for the packaging and despatch of the purchase item to the best of its knowledge and with due judgement, however, without any liability unless the customer has issued specific instructions. Deliveries shall be made at the risk of the customer, even when free domicile delivery has been agreed. The delivered consignments must be checked by the customer immediately upon receipt for completeness and for possible damage. Complaints relating to delays, damage or loss shall be reported immediately to the freight carrier, package service provider or the transportation company and CHROMOS. Delivery dates shall be subject to change, unless confirmed in writing. Confirmed delivery dates may also be delayed accordingly in the event of impairments which CHROMOS cannot avert despite due diligence.

If the agreed payment terms are not adhered to by the customer the delivery period shall be extended by the period of the payment default. If all the ordered products are not in stock, CHROMOS shall be entitled to make partial deliveries. Only in the event of an express written agreement will shipments be insured for transportation. Any costs in this regard shall be assumed by the customer.

If as a result of events or circumstances which are not the fault of CHROMOS and which will make deliveries impossible for the foreseeable future, CHROMOS shall have the right to withdraw from the contract without any liability for damages.

Delivery delays for which CHROMOS has no responsibility shall not entitle the customer to cancel the order or to reject the delivery nor to claim compensation for direct or indirect damages due to the delay. The delivery deadline is complied with when the delivery item has left the CHROMOS plant or the manufacturer's factory by the time it expires or if the customer has been notified that it is ready for despatch.

4. Transportation, packaging and processing costs

Transportation, packaging and processing costs shall be charged at cost price. CHROMOS can invoice express surcharges and small quantity surcharges. Packaging cannot be returned.

5. Transfer of use and risk

Usage and risk shall be transferred to the customer at the latest with the shipment of the item. If despatch is delayed on the instigation of the customer or for other reasons for which CHROMOS is not responsible, the risk shall be transferred at the original time envisaged for the shipment.

6. Retention of title

The delivered item will remain the property of CHROMOS until the full payment has been received. Prior to the transfer of ownership no pledge, security collateral, processing or transformation shall be permitted without the consent of CHROMOS. The customer shall entitle CHROMOS to instigate the entry in the official register and to comply with all the associated formalities.

7. Payments

Invoices shall be payable without discounts within 30 days of the invoice date. From the 31st day after the invoice date or after the expiry of any other agreed payment period, default interest of 5% per year will become pay-

able. CHROMOS can bill internal and external charges for invoicing (such as payment portals) separately

CHROMOS shall be entitled to charge CHF 50 per reminder as flat-fee reminder expenses. If further collection expenses are incurred, CHROMOS shall be entitled to charge these separately to the customer. If the outstanding

amount still remains unpaid after repeated reminders, CHROMOS can assign the receivable to a collection agency or commission such a body to pursue the claim at the expense of the customer. The customer shall hereby authorise CHROMOS to forward the relevant data. An offset with counter-claims of the customer shall be excluded unless these are recognized or legally ordered by a court of law. The customer can only exercise a right of retention, if the claims are based on the same contractual relationship.

In the event of an extension to the payment period or with the agreement of an instalment or leasing arrangement, the customer must insure the purchase item against all risks at its own cost. If the customer is not able to provide proof of insurance CHROMOS shall have the right, at the cost of the customer, to conclude the relevant insurance policies.

Until the purchase item has been paid for in full, the customer shall be under the obligation to maintain it in a due and proper manner, to keep it in pristine condition and to refrain from doing anything that may reduce its value over and above normal wear and tear. If the customer does not have qualified maintenance staff, the item will be maintained by CHROMOS or by one of its agents at the cost of the customer.

If an instalment arrangement has been agreed and the customer falls into default with the part payments, CHROMOS shall have the right to demand the remaining purchase price in one single payment. In the event of the insolvency of the customer, or of a risk to the payment due to a deterioration of its financial situation, CHROMOS shall be entitled to demand a guarantee or in accordance with Clause 14 to withdraw from the contract or refrain from its further fulfilment with the legal consequences as for payment default. CHROMOS shall reserve the right to assert further claims against the customer.

8. Assembly of equipment

When purchasing the equipment the customer shall be under the obligation to ensure, promptly and at its own expense, the provision of the installations and premises required for the assembly of the machines. It shall provide the necessary support staff and equipment. Any waiting times and extra assembly costs due to insufficient preparation will be charged to the customer. If technical equipment (cranes or similar) should be required to deliver the machines into the premises of the customer, these additional costs will be charged to the customer. CHROMOS will provide installers at the agreed conditions (exclusive support staff).

9. Complaints

The customer shall be under the obligation to inspect the item immediately after delivery or on completion of the service performance and if any defects are determined these must be immediately notified to CHROMOS in detail in writing. Otherwise the item or service is deemed as approved and customer shall not be entitled to make complaints unless the complaints relate to defects which were not identifiable during the routine and professional inspection.

If acceptance inspections are provided for and these are not carried out within a reasonable time period for reasons for which CHROMOS is not responsible, then the features to be determined with these inspections will be deemed as available.

Where such defects come to light subsequently, they must be reported immediately in writing (registered letter) upon their discovery, otherwise the item or service shall be deemed as approved also in relation to this defect.

If the delivery or service provided shall prove at any point in the future not to be in accordance with the agreement, then the ordering party must immediately give CHROMOS the opportunity to remedy the defects, provided that the warranty under the following conditions is still valid.

Complaints of whatever nature shall not entitle the ordering party to refuse the acceptance of the delivery or performed service.

10. Guarantee and warranty

Any guarantee shall be explicitly excluded. However, CHROMOS shall grant a six month warranty. The warranty period shall start from the day of delivery or of readiness to despatch. With the expiry of this warranty period any warranty from CHROMOS shall expire as will any complaint rights of the customer under the statute of limitations.

For equipment / machines the warranty shall be further restricted to a maximum number of operating hours. Unless otherwise agreed the warranty shall expire after an operating life of 850 operating hours, even if the six-month warranty period has not yet come to an end by this point.

The warranty shall be restricted to the free-of-charge repair of damaged parts, at the choice of CHROMOS, on-site, in the CHROMOS plant or in the

manufacturer's plant and/or to the free-of-charge replacement of unusable parts. The unusable parts shall be made available to CHROMOS. Not covered by the warranty are working time and travel time as well as travel and overnight accommodation expenses of employees or appointees of CHROMOS for repairs at the customer site or at the location of the machine. Any further warranty, liability or performance shall be excluded.

A refusal of acceptance, the assertion of any compensation (in particular also the reimbursement of downtime costs as well as any other consequential damages), purchase price reduction, withdrawal from the contract, cancellation of the order or any other type of rescission of the delivery or service contract or the return of goods shall be excluded for the customer. Warranty services shall be excluded if the customer does not immediately lodge a complaint when a defect occurs or does not immediately take all appropriate measures to reduce the damage and give CHROMOS the opportunity to rectify the defect. CHROMOS shall not be liable for further defects, in particular as a result of natural wear and tear, excessive strain, an unsuitable installation location, incorrect handling and maintenance or improper installation of the delivered items.

The pre-requisite for warranty services performed by CHROMOS shall be the fulfilment of all the contractual and payment conditions incumbent on the customer. The warranty shall expire if the purchaser does not make the delivered item available to the seller for an appropriate time period within the warranty period for the inspection and the repair of the detected defects or if the purchaser makes changes to the machines and accessory parts without the written consent of the seller or has this undertaken by third parties.

CHROMOS shall at any time be entitled to assign the warranty or guarantee vested to it by a third party in relation to the contractual item with the effect of discharging its liability for the warranty granted to the customer, so that the customer can assert its rights directly with the third party. However, the customer shall have no entitlement to this.

CHROMOS shall commit to perform all the relevant services in a professional manner. However, CHROMOS shall only be liable for its own experts and not for work either in association with the delivery or customer service or the briefing or any other specifically agreed contract or which were arranged by the customer without prior written agreement at the installation site.

In the event of defective services the burden of proof shall be incumbent on the customer. If a proven fault is detected and a contractual complaint is received within the warranty period, CHROMOS will provide a free-of-charge repair as soon as possible. Services provided in addition to the requisite free-of-charge repairs, will be charged at normal rates. Any further claims of the customer, in particular for compensation and for reimbursement of downtime costs and other consequential damage shall be excluded.

If the provision of a warranty service proves to be disproportionate or not expedient for CHROMOS, then as an alternative CHROMOS shall be entitled to reimburse the depreciation or to withdraw from the contract without any damage liability.

11. Limitation of Liability

Any compensation claims against CHROMOS and its vicarious agents or sub-contractors, in particular due to the impossibility of the service, due to infringement of the contract, fault when concluding the contract or due to unlawful activities shall be excluded, apart from in the event of intent or gross negligence. All rights arising from mandatory regulations of the Product Liability Act shall remain reserved. All liability for consequential damages arising from the use of the products shall be excluded.

12. Technical Documentation

The technical documents provided by CHROMOS such as brochures, illustrations, drawings, descriptions and similar as well as the technical data contained therein shall only be viewed as approximations unless they are expressly described as binding. CHROMOS reserves the right to make changes at any time.

All paperwork regarding quotes which do not lead to an order shall be returned to CHROMOS on request.

13. Copyright and intellectual property

Technical paperwork and documentation shall be handled confidentially by the customer. They shall remain the intellectual property of CHROMOS or of the supplier representing it. This paperwork may only be copied, duplicated and made available to third parties in any way whatsoever with the express approval of CHROMOS. Any misuse shall be expressly forbidden.

Existing property rights on the contractual items shall as mandatory be observed by the customer. Any imitation or duplication shall be forbidden.

14. Withdrawal from the contract

Any financial difficulties of the customer or unsatisfactory credit information about the customer that become known after the conclusion of the contract shall entitle CHROMOS to demand advance payments or payment guarantees.

If the customer falls into default with a payment or does not make an advance payment or payment guarantee according to the aforementioned provision in due time, CHROMOS can withdraw from the contract without delay. If the withdrawal occurs after delivery CHROMOS shall be entitled to annual rental compensation of at least 10% of the purchase price and a further annual compensation of at least 20% for wear and tear. CHROMOS shall be further entitled to the reimbursement of costs incurred for transportation, installation, training, transport, cancellation, packaging, return freight, etc.

Incomplete years apply here as full years. The customer shall also be liable for these payments even if it is not at fault itself. If the withdrawal occurs before delivery, CHROMOS can make the customer liable for any depreciation of the purchase item that has occurred in the meantime and for all costs and expenditure incurred through the rescission of the contract.

The above regulations regarding withdrawal before or after delivery shall also apply if the contact is dissolved due to any other non-contractual conduct of the customer.

Even if CHROMOS withdraws from the contract for other reasons than for payment default or non-contractual conduct of the customer, the customer cannot claim any compensation. The possible reimbursement of advance payments of the purchase price shall be made without interest rate amounts and without detriment to CHROMOS due to exchange rate differences.

Official objections to the installation of the equipment shall not entitle the customer to withdraw from the contract. It must obtain the relevant authorisations in good time and before concluding the contract.

15. Final Provisions

Should any provisions of these General Terms and Conditions be invalid, the remaining contractual conditions shall remain valid.

16. Applicable law and place of jurisdiction

All legal relationships between the customer and CHROMOS in relation to the contractual item shall be subject to Swiss law with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods of 1980 (Vienna Sales Convention). The place of jurisdiction is Dielsdorf. However, CHROMOS shall have the right to sue the customer at its head office or in every other competent court.

Dielsdorf, June 2020